

**THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:**

Community & Economic Development Director  
City of Palm Bay  
120 Malabar Road S.E.  
Palm Bay, Florida 32907

**MASTER DEVELOPMENT AGREEMENT**

for the project known as **EMERALD LAKES** (the “Project”).

THIS MASTER DEVELOPMENT AGREEMENT (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the CITY OF PALM BAY (“City”), a Florida municipal corporation, with a mailing address of 120 Malabar Road S.E., Palm Bay, Florida 32907, and EMERALD INVESTMENT HOLDINGS, LLC, its successors and assigns (“Owner/Developer”), a Florida (limited liability company/corporation, limited partnership) with a mailing address of 605 S. Fremont Avenue, Suite B, Tampa, Florida 33606.

**W I T N E S S E T H**

**WHEREAS**, the Owner/Developer represents that it is the owner of legal title to real property totaling approximately 1,561 acres located in Brevard County, Florida and within the corporate limits of the City, said real property being more particularly described in **Exhibit “A”** attached hereto (the “Property”); and

**WHEREAS**, it is the Owner/Developer’s intent that the Project may be developed in phases and that this Master Development Agreement covers all phases being developed now and in the future. This Master Development Agreement may be amended from time to time to address the specific needs of the Project and any phases developed as part of the Project.

**WHEREAS**, the Developer has or is about to develop the Property as a mixed-use development which will include, but not be limited to commercial, industrial, retail and a variety of residential uses, (“Intended Use(s)”). The attached **Exhibit “B”, Master Development Plan**, sets forth the allowable development square footage and dwelling units for the Owner/Developer’s Intended Use, provided, however, the first phase of the development relevant to this Agreement will consist of 233 residential dwelling units; and

**WHEREAS**, the Owner/Developer desires to facilitate the orderly development of the Property in compliance with the laws and regulations of the City and of other governmental authorities, and the Owner/Developer desires to ensure that its development is compatible with other properties in the City and planned traffic patterns; and

**WHEREAS**, the development proposed under this Agreement is consistent with the City's Comprehensive Plan and Land Development Code; and

**WHEREAS**, the Owner/Developer received approval for the Regional Activity Center ("RAC") Future Land Use category for 1,561 acres as described in **Exhibit "G"** (Ordinance 2018-52) combining two previously approved land use designations into one Regional Activity Center ("RAC") use known as "Emerald Lakes"; and

**WHEREAS**, rezoning to the Regional Activity Center ("RAC") district on September 15, 2011 as described in **Exhibit "H"** (Ordinance 2011-46), subject to the covenants, restrictions, and easements proffered by Owner/Developer as set forth in this Agreement; and

**WHEREAS**, the City Council adopted Resolution 2018-55 on October 18, 2018 approving a Preliminary Planned Development Concept Plan ("Concept Plan"), **Exhibit C**, for the RAC to be known as "Emerald Lakes", inclusive of Emerald Lakes West and Emerald Lakes East, totals 1,561 acres and comprises 3,760 residential dwelling units and 2,820,000 square feet of non-residential uses; and

**WHEREAS**, the City Council approved a petition for the creation of Emerald Lakes Community Development District ("CDD") on June 21, 2018 as described in **Exhibit "I"** (Ordinance 2018-17), which shall deliver the community development services and facilities to the project area; and

**WHEREAS**, the City Council adopted Resolution 2019-44, **Exhibit "J"**, on November 7, 2019 approving the Final Development Plan and Preliminary Plat for Emerald Lakes West Phase I initial on-site master infrastructure required to develop the Property; and

**WHEREAS**, the City Council adopted Resolution 2020-37, **Exhibit "K"**, on September 3, 2020 approving a Final Development Plan and Preliminary Plat for Emerald Lakes West Phase II, which shall obligate the Developer to provide for certain development elements; and

**WHEREAS**, it is the purpose of this Agreement to clearly set forth the understanding and agreement of the Owner/Developer and the City in relation to development of the Property.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals and Definitions.** The recitals herein set forth are true and correct and are incorporated herein by reference.

2. **Ownership.** The legal and equitable owner(s) of the Property are: Emerald Investment Holdings, LLC.

3. **Title Opinion/Certification.** The Owner/Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Property to be in the name of the Owner/Developer and identifying any and all liens, mortgages, and other encumbrances that are not satisfied or released of record.

4. **Subordination/Joinder.** Unless otherwise agreed to by the City in writing, all liens, mortgages, and other encumbrances that are not satisfied or released of record must be subordinated to the terms of this Agreement or the holders of such all liens, mortgages, and other encumbrances shall join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain said subordination or joinder, in a form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

5. **Effective Date.** The Effective Date of this Agreement shall be the date on which a fully executed Agreement has been recorded in the Public Records of Brevard County, Florida.

6. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of twenty years from the Effective Date, unless extended by mutual consent of the parties or by their successors in interest. Upon expiration or termination of this Agreement, each Party's rights and obligations which are solely created by this Agreement, shall expire and be of no further force or effect.

7. **Development Standards.** Development of the Property consisting of approximately 1,561 acres shall be subject to the standards listed in this Agreement. Where a land use listed below differs from a defined use in the City's Code of Ordinances, the use listed in this Agreement shall prevail.

- A. **Site Plan/Plat Approval.** The Preliminary Planned Development Concept Plan set forth in **Exhibit "C"** is the preliminary plan of the RAC and this Agreement and shall not replace, supersede, or absolve the Owner/Developer from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria of the Concept Plan, the more detailed criteria apply.
- B. **Exhibit "J"** (Resolution 2019-44) approves the Final Development Plan, concept plan and a Preliminary Plat for Emerald Lakes West Phase I, on-site master infrastructure, which shall support the planned development west of I-95 on either side of the St. Johns Heritage Parkway and includes the following elements:
  - 1) Initial infrastructure needed to support the future residential and nonresidential development of the Emerald Lakes Regional Activity Center such as water and sewer systems.
  - 2) The requirement that the Final Development Plan shall be in conformance with the application submitted for Concept Plan Approval with all supplementary data attached.
  - 3) Prior to completion of each phase of the project and before a Certificate of Occupancy is issued for any building within a given phase, the Owner/Developer must

submit the final survey and Letter of Map Revision (LOMR) to the Federal Emergency Management Agency (FEMA) to remove the project (or phase) from the Special Flood Hazard Area (SFHA).

- C. **Exhibit “K”** (Resolution 2020-37) approves the Final Development Plan and Preliminary Plat known as Emerald Lakes West Phase II, which shall include the following elements:
- 1) **“Mixed Use Town Center”** totaling 961,000 square feet of commercial and office; 370 hotel rooms; and 1,348 multi-family units – all surrounding a 9+ acre Crystal Lagoon.
  - 2) **“Workplace”** totaling 507,300 square feet of commercial and office; 120 hotel rooms; and 525 multi-family units.
  - 3) **“Urban”** Living totaling 233 single-family and 75 multi-family townhome units.
  - 4) **“Open Space”** will consist of 56 acres in single-family residential neighborhood parks, dog parks, the Sotille Canal Wildlife Corridor, the Lake Emerald Nature Trail, an Eco Nature Center, Powerline Trails; and 237 acres in conservation of the natural environment including the northern Cypress Slough, wetlands, and scrub jay habitat.
- D. The approved maximum density for Emerald Lakes (Emerald Lakes West and Emerald Lakes East) shall be 3,760 residential units (570.7 acres) and 2,820,000 square feet (447.4 acres) of non-residential/commercial uses. The maximum number of units represents the total number of units allowable for development within the Property and the construction of said number is subject to City rules and regulations regarding the maximum and minimum densities and intensities of the RAC zoning designation, as outlined in **Exhibit “C”** (Resolution 2018-55).
- E. Minimum lighting standards per the City’s Land Development Code shall be included on a separate illumination plan to be provided at the time of site plan submittal. The Owner/Developer, its successors and/or assigns shall install, maintain and fund all expenses for pedestrian and decorative lighting.
- F. Architectural controls and development on the Property shall follow a common architectural theme by harmoniously coordinating the general appearance of all buildings and accessory structures. All controls and variations shall be defined by the Homeowners Association (“HOA”) or Property Owners Association as outlined in the Master Declaration of Covenants, Conditions, Restrictions and Easements for Emerald Lakes Master Association, Inc., as modified and amended from time to time by the Developer, and/or its successors and assigns (**Exhibit “D”**).
- G. Utility provision and dedication: The Owner/Developer shall connect to the City’s central utility systems, where available, at Owner/Developer’s sole cost and expense. Utility fees



shall be paid to the City before any building permit is issued. Central utility systems are to be designed, permitted, and constructed to the specifications as outlined in the City's Utilities Handbook and dedicated to the City upon final inspection, clearance, and acceptance by the City's Utility Department. The Owner/Developer shall enter into an Utility Agreement with the City's Utility Department prior to the City providing any water or sewer for any portion of this Development.

- H. The Stormwater management facilities constructed for the regulated storage and attenuation of stormwater discharge from the St. John's Heritage Parkway as set forth on **Exhibit "F"** and the obligation to maintain such facilities shall be transferred by the City back to the Owner/Developer in exchange for the parties modifying the balance of the Transportation Facilities Impact Fee credit in accordance with Chapter 171 of the Palm Bay Code of Ordinances. Owner/Developer acknowledges and agrees that the existing capacity of the Stormwater Management Facilities as of the effective date of this Agreement shall be maintained. Owner/Developer further acknowledges and agrees that future capacity increases of said Stormwater Management Facilities may be required in association with the development of future subdivisions, constructed by the Owner/Developer, the design of which shall be subject to approval by the City of Palm Bay, and the St. John's River Water Management District. Owner/Developer shall be responsible for ensuring existing drainage easements are not removed or relocated without a replacement stormwater facility being designed, pursuant to the City of Palm Bay's Code of Ordinances Chapter 174, and Chapter 62-330 Florida Administrative Code. Said design plans shall be subject to approval by the City of Palm Bay and the St. John's River Water Management District. The Owner/Developer shall be responsible for construction of the approved plans and recordation of new drainage easements granted to the City, in accordance with Articles 4 and 17 of **Exhibit "D"**. A non-exclusive and perpetual drainage easement shall be granted to the City of Palm Bay over, across, and through any portion of the Development used to provide the permitted storage and attenuation of the stormwater discharge from the St. John's Heritage Parkway. The City shall have the right, but not obligation to perform maintenance on the drainage facilities located in the proposed Development in the event of an emergency affecting the stormwater drainage of the SJHP.
- I. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Property in such a way that maintains or improves the level of service for area roadways and ensures the public health, safety, and welfare for the community and consistent with the Final Development Plan as approved by Resolution 2020-37 (**Exhibit "K"**). All permits shall be obtained from the appropriate permitting agencies prior to development, and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts. Per the Emerald Lakes Traffic Impact Analysis, **Exhibit "E"**, the Owner/Developer shall install signals when development generates 1,175 P.M. peak hour trips, allowing the use of temporary mounting of the signals, not to exceed 365 days unless extended by mutual consent of the parties or by their successors in interest, if the relevant equipment for the permanent mounting of the signals is not available.

- J. The Owner/Developer desires for golf carts to be permitted to operate on certain roads to be constructed on the Property as part of the Development, consistent with Golf Cart Ordinance NO. 2021-48. By Resolution 2021-37, City Council designated a portion of Emerald Lakes as a 'Golf Cart Community' in accordance with the City's Golf Cart Ordinance NO. 2021-48. The Owner/Developer shall comply with all requirements in Resolution 2021-37. The Owner/Developer shall abide by all applicable ordinances, rules, and regulations of the City concerning golf cart operation during and after construction, including the provisions of pedestrian and vehicular traffic control devices and signage. The Owner/Developer shall be responsible for the installation of appropriate signage on the Property informing residents that the operation of golf carts is permitted. Owner/Developer shall dedicate a section of the Master Declaration in **Exhibit "D"** to the operation and enforcement of the City's Ordinance regarding golf cart operation. The Owner/Developer agrees that the responsibility to enforce the HOA/CDD Golf Cart rules shall be the responsibility of the HOA or CDD, its successors and assigns while golf carts are operating within the Property. This Agreement is not intended to affect drivers' obligations to comply with all local, and State traffic laws and regulations.

8. **Public Facilities/Land Dedication.** Any reservation or dedication of land to the Public shall be in a form acceptable to the City and in accordance with City regulations and policies governing dedication and acceptance of public facilities or lands, to include public parks and public safety (police and/or fire rescue) and in accordance with Chapter 171 of the Land Development Code.

9. **Development Permits/Fees.** The Owner/Developer is responsible for obtaining and paying for all permits and fees for facilities and services relative to the Property, including but not limited to the following:

- i. Site plan approvals;
- ii. Subdivision plat and/or waiver of plat approvals;
- iii. Water, sewer, paving and drainage and other infrastructure permits;
- iv. Covenant or Unity of Title acceptance or the release of existing unities or covenants;
- v. Building permits;
- vi. Certificates of occupancy; and
- vii. Any other official action of the City or Brevard County, Florida, having the effect of permitting the development of land.

Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development.

Owner/Developer or their successors in interest shall pay all City impact fees when due in the normal course of development. Any impact fee credits shall be determined in accordance with Chapter 171 of the Palm Bay Code of Ordinances.

10. **Indemnification.** The Owner/Developer hereby indemnifies and holds the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, incurred by the City as a result, directly or indirectly, of the use or development of the Property, except those claims or liabilities caused by or arising from the gross negligence or intentional acts of the City, or its employees or agents. The Owner/Developer acknowledges and agrees that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Property, including but not limited to drainage or water/sewer plans, fire safety, or quality of construction, whether or not inspected, approved, or permitted by the City.

11. **Compliance.** The Owner/Developer agrees that it, and its successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference, and such subsequent amendments hereto as may be applicable, provided, however, that in the event of a conflict between the terms and provisions of the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, and the Utility Agreement, Ordinance NO. 2018-52 as set forth in **Exhibit "G"**, Ordinance NO. 2011-46 as set forth in **Exhibit "H"**, Resolution NO. 2018-55 as set forth in **Exhibit "C"**, Resolution NO. 2019-44 as set forth in **Exhibit "J"** and Resolution NO. 2020-37 as set forth in **Exhibit "K"** and any future prior approved ordinances (hereinafter collectively the "Ordinances") the terms and provisions of Utility Agreement, the Ordinances and Resolutions shall prevail. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or its successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy and/or plan/plat approvals to the Property, should the Owner/Developer fail to comply with the terms of this Agreement.

12. **Public Improvements.** The Owner/Developer shall substantially complete all public improvements, as required by Ordinance NO. 2018-52 and Ordinance NO. 2011-46, as set forth in **Exhibits "G"** and **"H"** respectively, unless superseded by subsequent ordinances, prior to issuance of the first Certificate of Occupancy for the relevant portion of the Property.

13. **Concurrency and Vested Rights.** The City's concurrency management system established minimum acceptable level of service for roads, potable water, sanitary sewer, drainage and parks. The Owner/Developer acknowledges and agrees that prior to the issuance of a building permit, the Owner/Developer must have received a nondeficiency finding verifying the availability of infrastructure and service capacity sufficient to permit the proposed development of the Property without causing a reduction in the levels of service adopted in the City's Comprehensive Plan. To obtain the nondeficiency finding, the Owner/ Developer must meet the following criteria:

(A) *Roadways*. The capacity for transportation facilities shall be evaluated as provided in § 183.21 Palm Bay Code of Ordinances.

(B) *Sanitary sewer and potable water*. Owner/Developer shall enter into a City of Palm Bay Utility agreement to construct the necessary water and sewer systems and comply with the terms of that agreement.

(C) *Parks*. Adequacy of public parks shall be based on Palm Bay's level of service standards of five (5) acres per one thousand (1,000) population by planning area. The impact of a proposed development will be determined by utilizing the official household-size multiplier, from the University of Florida, Bureau of Economic and Business Research for Palm Bay, times the number of units projected for a project.

(D) *Drainage*. Certification that the project meets all applicable standards of the stormwater management regulations set forth in Chapter 174 of the Palm Bay Code of Ordinances shall be made by the city engineering division prior to permit approval.

**14. Environmental and Tree Preservation.** The Owner/Developer is responsible for obtaining all site related permits and approval prior to any development activity on or for the Property. This may involve mitigation for habitat of threatened or endangered flora and fauna or for species identified for preservation as may be required by the St. Johns River Water Management District and/or the United States Corp of Army Engineers (e.g., tree preservation). This Agreement does not vest or exempt the Owner/Developer from any permitting and mitigation obligations needed to develop the Property.

**15. Community Development District or Homeowners Association.** The charter and by-laws of the Homeowners Association ("HOA") as described in **Exhibit "D"** for the Property and any deed restrictions related thereto shall be furnished to the City for approval by the City Attorney prior to the recording thereof in the Public Records of Brevard County, Florida. Such recording shall take place before a Certificate of Occupancy is issued for the first development project on land covered by this Agreement. The Emerald Lakes Community Development District ("CDD") as described in **Exhibit "D"** or HOA shall at a minimum be responsible for maintaining the common open space, any common utility systems, such as for irrigation and site lighting, and project signage. The CITY hereby approves that any of the obligations of the Owner/Developer hereunder alternatively may be funded or performed by the CDD pursuant to Sections 190.012(1)(g), (h), *Florida Statutes*. The CITY agrees that this Agreement is a development approval under section 190.012(1)(h). The Owner/Developer or its successors and/or assigns shall be responsible for establishing and amending the HOA and recording said information in the Public Records of Brevard County, Florida. The City is not responsible for the enforcement of any agreements or deed restrictions entered into between property owners or occupiers of the Property. If the Property is not maintained in accordance with the City's Code of Ordinances or Land Development Regulations following issuance of a Certificate of Occupancy, the issue will be referred to the City's Code Compliance Division.

**16. Utility Easements.** For any utility easement not established on a plat of the Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in form mutually acceptable to the City Attorney and the Owner/Developer, for the installation and maintenance of the utility and other services, as prescribed in the Utility

Agreement. This Agreement is effective upon execution of the Utility Agreement.

17. **Periodic Review.** The City reserves the right to periodically review the Property to determine if there has been demonstrated good faith compliance with the terms of this Agreement, in accordance with Section 163.3235, Florida Statutes. If the City finds that on the basis of substantial competent evidence that there has been a failure to comply with the terms of this Agreement, then the City will not issue development orders or permits until compliance with this Agreement has been established and the City may take such actions as are described in Section 19.

18. **Nonperformance.** If the Owner/Developer fails to timely perform any of its obligations set forth in this Agreement to the City's specifications, then the City shall provide the Owner/Developer with written notice to complete said obligation. If the Owner/Developer fails to complete the obligation(s) within ninety (90) days of the date of such notice, then the City may, without further notice to the Owner/Developer and without prejudice to any other rights or remedies it may have, take any or all of the foregoing action:

- i. record one or more liens against the Property,
- ii. take enforcement action in relation to such lien(s),
- iii. perform any such obligation(s) at the sole cost and expense of the Owner/Developer
- iv. immediately recover from the Owner/Developer the actual and verified cost of completing the obligation(s) required under this Agreement, or
- v. pursue any other remedies available to the City in law or equity

The foregoing lien(s) shall be superior to all other liens and mortgagees recorded after the date this Agreement is recorded in the Public Records of Brevard County, Florida.

19. **Notices.** Any notice, report, demand or other instrument authorized or required to be given or furnished shall be deemed given or furnished: (i) when addressed to the party intended to receive the same, at the address of such party as set forth below, and delivered at such address, (ii) three (3) days after the same is deposited in the United States mail as first class certified mail, return receipt requested, postage paid, or (iii) when delivered by nationwide commercial courier service, one (1) business day after the date of delivery of such notice to the courier service. Said notice shall be sent to the following, as applicable:

**IF TO OWNER/DEVELOPER:**


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**IF TO CITY:**

Community & Economic Development Director  
 City of Palm Bay  
 120 Malabar Road S.E.  
 Palm Bay, Florida 32907

With a copy to:

City Attorney  
 City of Palm Bay  
 120 Malabar Road S.E.  
 Palm Bay, Florida 32907

Any party may change the address to which any such notice, report, demand or other instrument is to be delivered or mailed, by furnishing written notice of such change to the other parties, but no such notice of change shall be effective unless and until received by the other party.

20. **Matters Not Addressed; Consistency with the Comprehensive Plan.**

A. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner/Developer of the Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

B. The project contemplated by this Agreement is consistent with the City of Palm Bay Comprehensive Plan.

21. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

22. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the Owner/Developer and its successors and assigns in interest, and the City and its successors and assigns in interest. This Agreement does not, and is not intended to, prevent or impede the City from exercising its legislative authority as the same may affect the Property. Owner/Developer shall not assign this Agreement without prior written approval of the City, consent shall not unreasonably be withheld or delayed. Owner/Developer may assign or delegate its infrastructure obligations under this Agreement without prior approval of the City. It is expressly agreed by the Parties that any of the obligations of the Owner/Developer contained in this Agreement may be assigned or delegated to the CDD. Irrespective of any assignment or delegation of obligations by Owner/Developer, Owner/Developer shall remain liable to the City

for performance of all of Owner/Developer's obligations described in this Agreement. After the construction of the infrastructure referenced in this agreement, and upon approval by the City and the conveyance of such infrastructure to the CDD, HOA, or other entity which will own and maintain such infrastructure in perpetuity, the Owner/Developer may be released from liability from those improvements maintained by the CDD or HOA. The release of the Owner/Developer will require the Owner/Developer to obtain an approved assignment. It is expressly acknowledged and agreed by the Parties that the release of the Owner/Developer shall not absolve or release the HOA, CDD or other entity that the Owner/Developer conveys infrastructure from liability related to the infrastructure's operation and maintenance.

**23. Subsequently Enacted State or Federal Law.** If either state or federal law is enacted after the Effective Date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, then this Agreement or such portions affected by such state or federal shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

**24. Severability.** If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, then such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the parties.

**25. Covenant Running with the Land.** This Agreement shall run with the Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Property or any portion thereof.

**26. Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Owner/Developer's expense, in the Public Records of Brevard County, Florida.

**27. Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Owner/Developer and City submit to the exclusive jurisdiction of the state courts of the Eighteenth Judicial Circuit, Brevard County, Florida for any action or proceeding arising under, relating to, or in connection with this Agreement. Owner/Developer and City agree that all claims in respect of the action or proceeding shall be exclusively filed, heard, and determined in any such court. Owner/Developer and City hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court. Owner/Developer and City waive any defense of inconvenient forum to the maintenance of any action or proceeding so brought.

**28. Waiver of Jury Trial.** OWNER/DEVELOPER AND CITY HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT. EACH PARTY ACKNOWLEDGES AND AGREES THAT THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OTHER PARTY TO ENTER INTO THIS AGREEMENT.

NEITHER PARTY IS RELYING ON ANY REPRESENTATION BY THE OTHER PARTY THAT THIS PROVISION WOULD NOT BE ENFORCED TO THE FULLEST EXTENT PROVIDED BY LAW.

29. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations set forth in this Agreement. The Owner/Developer shall execute this Agreement within ten (10) business days of the City Commission's adoption of an ordinance approving same; and agrees to pay the cost of recording this document in the Public Records of Brevard County, Florida. Failure to execute this Agreement within ten (10) business days of said ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.

30. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings and agreements, with respect to the subject matter hereof; provided, however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Any amendments to this Agreement shall be in writing and signed by both the Owner/Developer and the City.

*{Remainder of page intentionally blank.}*



**IN WITNESS WHEREOF**, the Owner/Developer and the City have executed this Agreement as of the date first written above.

**OWNER/DEVELOPER**

*WITNESSES:*

\_\_\_\_\_  
Signature of Witness # 1

Title: \_\_\_\_\_

Print or type name

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness #2

\_\_\_\_\_  
Print or type name

**STATE OF FLORIDA  
COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence or** ☐ **online notarization**, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (year), by \_\_\_\_\_, as the President of Palm City Investments, F.H., LLC., Sworn to (or affirmed) and subscribed before me, **by means of** ☐ **physical presence or** ☐ **online notarization**, this \_\_\_\_ day of \_\_\_\_\_, 2021.

NOTARY SEAL/STAMP:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES ON: \_\_\_\_\_

**CITY OF PALM BAY**, a Florida municipal  
corporation

ATTEST:

\_\_\_\_\_  
Terese Jones, City Clerk

By: \_\_\_\_\_  
Rob Medina, Mayor

As approved by the Council on  
\_\_\_\_\_, 202\_\_.

Approved as to form and legality for use and  
reliance by the City of Palm Bay

\_\_\_\_\_  
Patricia D. Smith, City Attorney

**STATE OF FLORIDA**  
**COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence or** ☐ **online notarization**, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (year), by \_\_\_\_\_, as the President of Palm City Investments, F.H., LLC., Sworn to (or affirmed) and subscribed before me, **by means of** ☐ **physical presence or** ☐ **online notarization**, this \_\_\_\_ day of \_\_\_\_\_, 2021.

NOTARY SEAL/STAMP:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES ON: \_\_\_\_\_

**EXHIBIT “A”**  
Legal Description

**EXHIBIT “B”**  
Master Development Plan

**EXHIBIT “C”**  
Resolution 2018-55 “Preliminary Planned Development Concept Plan”

**EXHIBIT “D”**  
Master Declaration of Covenants, Conditions, Restrictions and Easements for Emerald Lakes  
Master Association, Inc

**EXHIBIT “E”**  
Emerald Lakes Traffic Impact Analysis

**EXHIBIT “F”**  
Stormwater Management Facilities Alta Survey

**EXHIBIT “G”**  
Ordinance No. 2018-52  
Future Land Use Amendment – Regional Activity Center

**EXHIBIT “H”**  
Ordinance No. 2011-46  
Re-Zoning – Regional Activity Center

**EXHIBIT “I”**  
Ordinance No. 2018-17  
Emerald Lakes Community Development District

**EXHIBIT “J”**  
Resolution No. 2019-44  
Final Development Plan and Preliminary Plat for Emerald Lakes West Phase I

**EXHIBIT “K”**  
Resolution No. 2020-37  
Final Development Plan and Preliminary Plat for Emerald Lakes West Phase II

EXHIBIT “A”

Legal Description

EMERALD LAKES LEGAL DESCRIPTION:

6 PARCELS OF LAND SITUATED IN SECTIONS 1, 2, 3, 10, 11 AND 12, TOWNSHIP 30 SOUTH, RANGE 37 EAST IN BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY FLORIDA; THENCE RUN N89°55'05"E A DISTANCE OF 659.99; THENCE S01°06'06"E A DISTANCE OF 1280.53 FEET; THENCE S89°43'42"E A DISTANCE OF 329.77 FEET; THENCE RUN N01°05'23"W A DISTANCE OF 1282.56 FEET; THENCE RUN N89°55'05"E ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3 A DISTANCE OF 1649.98 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 30 SOUTH, RANGE 37 EAST; THENCE RUN N89°55'18"E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 2 A DISTANCE OF 2555.70 FEET TO THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 95; THENCE RUN S13°03'20"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 3500.33 FEET TO THE INTERSECTION WITH THE NORTH LINE OF INTERCHANGE PARCEL 101 DESCRIBED IN OFFICIAL RECORDS BOOK 7532, PAGE 2932 AND ST. JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 171; THENCE RUN S09°03'35"E ALONG SAID NORTH LINE A DISTANCE OF 518.51 FEET; THENCE RUN S03°30'59"E A DISTANCE OF 168.84 FEET; THENCE RUN S00°29'36"E A DISTANCE OF 196.60 FEET; THENCE RUN S00°58'01"W A DISTANCE OF 157.82 FEET; THENCE RUN S08°52'16"W A DISTANCE OF 393.34 FEET; THENCE RUN S13°03'20"E A DISTANCE OF 313.63 FEET; THENCE RUN S31°56'46"W A DISTANCE OF 141.42 FEET; THENCE RUN S76°56'47"W A DISTANCE OF 2763.58 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1402.00 FEET: THENCE RUN NORTHWESTERLY A DISTANCE OF 1060.52 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°20'26" AND HAVING A CHORD WHICH BEARS N81°23'01"W A DISTANCE OF 1035.42 FEET TO A POINT OF INTERSECTION WITH A TANGENT LINE; THENCE RUN N59°42'48"W A DISTANCE OF 1081.00 FEET TO THE SOUTH LINE OF SAID SECTION 3; THENCE S89°42'39"E A DISTANCE OF 1369.88 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 30 SOUTH, RANGE 37 EAST; THENCE S89°42'59"E A DISTANCE OF 657.82 FEET; THENCE N01°00'06"W A DISTANCE OF 1300.35 FEET; THENCE N89°40'28"W A DISTANCE OF 658.49 FEET; THENCE N89°32'33"W A DISTANCE OF 1317.05 FEET; THENCE N01°04'42"W A DISTANCE OF 1304.74 FEET; THENCE N89°22'27"W A DISTANCE 1318.24 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE N01°07'32"W A DISTANCE OF 2552.94 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 2:

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 95 AND THE NORTH LINE OF THE SOTTILE CANAL (WIDTH VARIES); THENCE N89°40'36"W ALONG AFOREMENTIONED NORTH LINE A DISTANCE OF 6827.92 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF AFOREMENTIONED SECTION 10, TOWNSHIP 30 SOUTH, RANGE 37 EAST; THENCE N01°29'54"W ALONG SAID WEST LINE 2548.89 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 10; THENCE S89°42'39"E A DISTANCE OF 852.49 FEET TO A POINT OF INTERSECTION WITH A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2798.00 FEET ON THE SOUTH RIGHT OF WAY LINE OF ST. JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 171 AND INTERCHANGE PARCEL 101 DESCRIBED IN OFFICIAL RECORDS BOOK 7532, PAGE 2932; THENCE RUN SOUTHEASTERLY A DISTANCE OF 161.80 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°18'48" AND HAVING A CHORD WHICH BEARS S61°22'12"E A DISTANCE OF 161.78 FEET TO

A POINT OF INTERSECTION WITH A TANGENT LINE; THENCE RUN S59°42'48"E A DISTANCE OF 1273.83 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1602.00 FEET; THENCE RUN SOUTHEASTERLY A DISTANCE OF 1211.81 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°20'26" AND HAVING A CHORD WHICH BEARS S81°23'01"E A DISTANCE OF 1183.12 FEET TO A POINT OF TANGENCY; THENCE RUN N76°56'47"E A DISTANCE OF 2776.03 FEET; THENCE RUN S58°03'06"E A DISTANCE OF 158.98 FEET; THENCE RUN S13°03'35"E A DISTANCE OF 103.60 FEET; THENCE RUN S27°21'19"E A DISTANCE OF 646.10 FEET; THENCE RUN S23°50'26"E A DISTANCE OF 174.39 FEET; THENCE RUN S13°03'35"E A DISTANCE OF 684.89 FEET; THENCE RUN N76°56'25"E A DISTANCE OF 75.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 95; THENCE RUN S13°03'33"E A DISTANCE OF 763.16 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY FLORIDA; THENCE RUN S00°12'10"W A DISTANCE OF 5255.24 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF AFOREMENTIONED SECTION 1; THENCE RUN S01°39'31"E A DISTANCE OF 2240.34 FEET TO THE NORTH LINE OF THE SOTTILE CANAL (WIDTH VARIES); THENCE RUN S87°06'07"W ALONG THE NORTH LINE OF SAID CANAL A DISTANCE OF 95.39 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2900.00 FEET ON THE NORTH RIGHT OF WAY LINE OF ST. JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 202; THENCE RUN NORTHWESTERLY A DISTANCE OF 162.03 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°12'04" AND HAVING A CHORD WHICH BEARS N03°15'34"W A DISTANCE 162.01 FEET; THENCE RUN N01°39'31"W A DISTANCE OF 1223.63 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1532.00 FEET; THENCE RUN NORTHWESTERLY A DISTANCE OF 2711.15 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 101°23'42" AND HAVING A CHORD WHICH BEARS N52°21'23"W FOR A DISTANCE OF 2370.96 FEET TO A POINT OF TANGENCY; THENCE RUN S76°56'47"W A DISTANCE OF 595.55 FEET; THENCE RUN S85°19'23"W ALONG SAID NORTH RIGHT OF WAY LINE, ALSO THE NORTH LINE OF INTERCHANGE PARCEL 102 DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 103 A DISTANCE OF 307.45 FEET; THENCE RUN S80°45'39"W ALONG SAID NORTH LINE A DISTANCE OF 467.93 FEET; THENCE RUN N78°15'58"W A DISTANCE OF 398.01 FEET; THENCE RUN N36°19'13"W A DISTANCE OF 398.02 FEET; THENCE RUN N15°09'26"W A DISTANCE OF 1542.67 FEET; THENCE RUN S76°56'40"W A DISTANCE OF 11.84 FEET TO THE EAST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 95; THENCE RUN N13°03'02"W ALONG THE AFOREMENTIONED EAST RIGHT OF WAY LINE A DISTANCE OF 3088.34 FEET; THENCE N89°55'28"E ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 30 SOUTH, RANGE 37 EAST, A DISTANCE OF 2419.70 FEET TO THE NORTHEAST CORNER OF AFOREMENTIONED SECTION 2; THENCE N89°58'04"E A DISTANCE OF 2637.51 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 95 AND THE NORTH LINE OF THE SOTTILE CANAL (WIDTH VARIES); THENCE RUN N13°03'35"W ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 1071.80 FEET TO THE HAUL ROUTE FROM BORROW PIT NO. 5; THENCE RUN S89°42'06"E A DISTANCE OF 1274.48 FEET; THENCE RUN N00°17'54"E A DISTANCE OF 800 FEET; THENCE RUN N89°42'06"W A DISTANCE OF 800 FEET; THENCE RUN S00°17'54"W A DISTANCE OF 750 FEET; THENCE RUN N89°42'06"W A DISTANCE OF 404.43 FEET TO THE SOUTH LINE OF INTERCHANGE PARCEL 102 DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 103; THENCE RUN

N02°23'20"W ALONG SAID SOUTH LINE A DISTANCE OF 120.18 FEET; THENCE RUN N11°14'49"E A DISTANCE OF 352.17 FEET; THENCE RUN N18°00'57"E A DISTANCE OF 415.68 FEET; THENCE RUN N25°12'14"E A DISTANCE OF 130.81 FEET; THENCE RUN N13°33'28"E A DISTANCE OF 210.54 FEET; THENCE RUN N13°03'35"W A DISTANCE OF 240.15 FEET; THENCE RUN N31°57'06"E A DISTANCE OF 141.43 FEET; THENCE RUN N76°56'46"E A DISTANCE OF 760.74 FEET; THENCE RUN N76°56'48"E ALONG PREVIOUSLY MENTIONED SOUTH LINE, ALSO THE SOUTH RIGHT OF WAY LINE OF ST. JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 202 A DISTANCE OF 455.97 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1332.00 FEET; THENCE RUN SOUTHEASTERLY A DISTANCE OF 2357.21 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 101°23'42" AND HAVING A CHORD WHICH BEARS S52°21'23"E A DISTANCE OF 2061.44 FEET; THENCE RUN S01°39'31"E ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1223.63 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 3100.00 FEET; THENCE RUN SOUTHEASTERLY A DISTANCE OF 166.35 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°04'29" AND HAVING A CHORD WHICH BEARS S03°11'46"E A DISTANCE OF 166.33 FEET TO THE NORTH LINE OF AFOREMENTIONED SOTTILE CANAL; THENCE RUN S87°06'07" W ALONG SAID NORTH LINE A DISTANCE OF 284.41 FEET; THENCE RUN S83°04'26"W A DISTANCE OF 2084.05 FEET; THENCE RUN N89°19'58"W A DISTANCE OF 655.41 TO THE AFOREMENTIONED EAST RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

PARCEL 5:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY FLORIDA; THENCE RUN S89°49'46"E A DISTANCE OF 124.66 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE SOTTILE CANAL (WIDTH VARIES) AND POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN N83°04'26"E ALONG SAID SOUTH LINE A DISTANCE OF 1824.85 FEET; THENCE RUN N87°06'07"E A DISTANCE OF 288.56 FEET TO THE WEST RIGHT OF WAY LINE OF ST. JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 202 AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 3100.00 FEET; THENCE RUN SOUTHEASTERLY A DISTANCE OF 244.92 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°31'36" AND HAVING A CHORD WHICH BEARS S10°08'41"E A DISTANCE OF 244.85 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE RUN N89°49'46"W A DISTANCE OF 2142.86 FEET TO THE POINT OF BEGINNING.

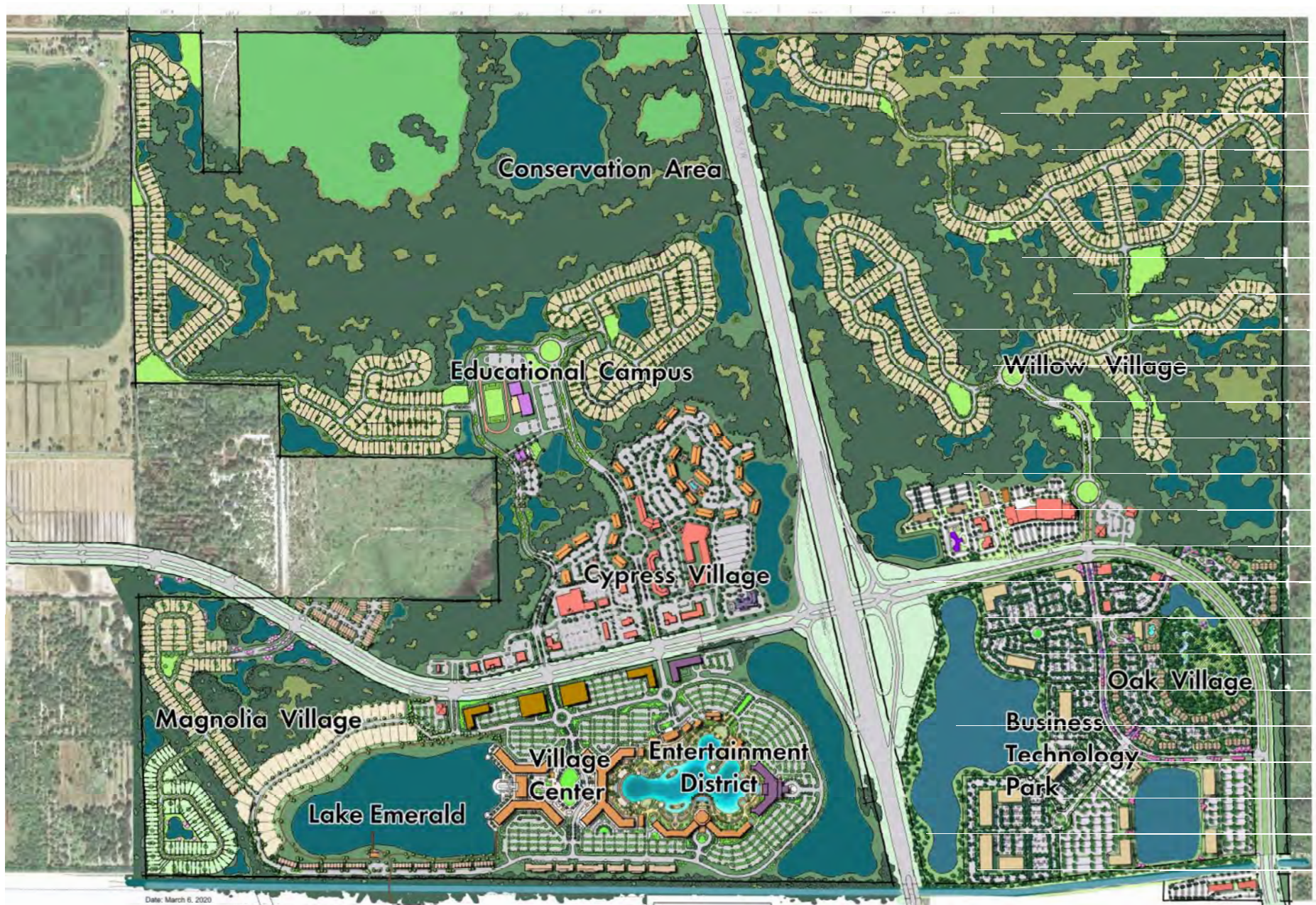
PARCEL 6:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY FLORIDA; THENCE RUN N89°49'46"W ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF AFOREMENTIONED SECTION 12 A DISTANCE OF 40.35 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2900.00 FEET; THENCE RUN NORTHWESTERLY A DISTANCE OF 256.38 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°03'55" AND HAVING A CHORD WHICH BEARS N10°45'31"W A DISTANCE OF 256.29 FEET TO THE SOUTH LINE OF THE SOTTILE CANAL (WIDTH VARIES); THENCE RUN N87°06'07"E ALONG SAID SOUTH LINE A DISTANCE OF 80.88 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE RUN S01°39'31"E A DISTANCE OF 256.11 FEET TO THE POINT OF BEGINNING.

## EXHIBIT “B”

### Master Development Plan





Date: March 6, 2020

# Emerald Lakes

Overall Illustrative Master Plan



EXHIBIT “C”

Resolution 2018-55 “Preliminary Planned Development Concept  
Plan”



**RESOLUTION NO 2018-55**

12  
4

**A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, RESCINDING RESOLUTION NOS 2011-38 AND 2016-07, IN ORDER TO COMBINE THE TWO (2) PREVIOUSLY APPROVED CONCEPT PLANS FOR A DEVELOPMENT FORMALLY KNOWN AS "EMERALD CITY" IN RAC (REGIONAL ACTIVITY CENTER DISTRICT) ZONING, WHICH PROPERTY IS LOCATED EAST AND WEST OF INTERSTATE 95, IN THE VICINITY BETWEEN GRANT AND MICCO ROADS, AND LEGALLY DESCRIBED HEREIN, PROVIDING FOR FINAL DEVELOPMENT PLANS TO BE IN COMPLIANCE WITH THE CONCEPT PLAN, PROVIDING FOR A COMMENCEMENT PERIOD, PROVIDING FOR AN EFFECTIVE DATE**


**WHEREAS**, on September 15 2011 and February 4, 2016, the City Council of the City of Palm Bay enacted Resolution Nos 2011-38 and 2016-07, respectively, which granted Concept Plan approval in RAC (Regional Activity Center District) zoning to permit a planned development to be known as "Emerald City", and

**WHEREAS**, application for Preliminary Planned Development Concept Plan approval in RAC (Regional Activity Center District) zoning in order to combine the two (2) previously approved Regional Activity Center (RAC) Concept Plans into one (1) single planned development to be known as "Emerald Lakes" on property legally described herein, has been made by Emerald Investment Holdings, LLC and

**WHEREAS**, the request was duly considered by the Planning and Zoning Board of the City of Palm Bay on September 5, 2018, which voted to recommend to the City Council approval of the application, and

**WHEREAS**, all provisions applicable to the concept plan under Chapter 185, Zoning, of the Palm Bay Code of Ordinances, have been satisfied by the applicant and

**WHEREAS**, the City Council of the City of Palm Bay has determined that such concept plan will neither be injurious to the neighborhood nor otherwise detrimental to the public welfare

 CITY OF PALM BAY  
Office of the City Clerk  
120 Malabar Road, SE  
Palm Bay Florida 32907

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA,** as follows

**SECTION 1** The City Council of the City of Palm Bay hereby repeals Resolution Nos 2011 38 and 2016-07 enacted on September 15 2011 and February 4 2016 respectively, in their entirety, and grants Preliminary Planned Development Concept Plan approval in RAC (Regional Activity Center District) zoning to Emerald Investment Holdings LLC, which combines the two (2) previously approved Regional Activity Center (RAC) Concept Plans into one (1) single planned development to be known as "Emerald Lakes" which properties are legally described in Exhibit "A", attached hereto, and made an integral part of this resolution

**SECTION 2** The concept plan is granted subject to the applicant complying with the following


- 1) Development of Final Development Plans in conformance with the application submitted for Concept Plan approval with all supplementary data attached
- 2) The Land Development Division Staff Report which is by reference incorporated herein as Exhibit "B"
- 3) All provisions of the Code of Ordinances of the City of Palm Bay and all other state and federal rules regulations and statutes

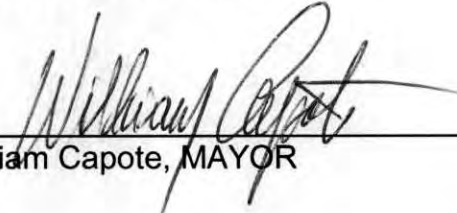
**SECTION 3** The concept plan must be commenced within two (2) years from the effective date of this resolution Commencement shall mean the approval of one or more phases of the Final Development Plan by City Council Failure to obtain such approval within two (2) years shall void the concept plan unless extensions have been granted by the City Council

**SECTION 4** This resolution shall take effect immediately upon the enactment date

This resolution was duly enacted at Meeting No 2018-26 of the City Council of the  
City of Palm Bay, Brevard County, Florida, held on October 18, 2018

ATTEST

  
\_\_\_\_\_  
Terese M Jones, CITY CLERK

  
\_\_\_\_\_  
William Capote, MAYOR

Applicant Emerald Investment Holdings LLC  
Case No. PD-17 2018

cc 10 19-18 Brevard County Recording  
Applicant  
Case File

**LEGAL DESCRIPTION**

6 PARCELS OF LAND SITUATED IN SECTIONS 1, 2, 3, 10, 11 AND 12, TOWNSHIP 30 SOUTH, RANGE 37 EAST IN BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

**PARCEL 1**

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY FLORIDA, THENCE RUN N89°55'05"E A DISTANCE OF 659.99, THENCE S01°06'06"E A DISTANCE OF 1280.53 FEET THENCE S89°43'42"E A DISTANCE OF 329.77 FEET THENCE RUN N01°05'23"W A DISTANCE OF 1282.56 FEET THENCE RUN N89°55'05"E ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3 A DISTANCE OF 1649.98 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 2 TOWNSHIP 30 SOUTH, RANGE 37 EAST; THENCE RUN N89°55'18"E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 2 A DISTANCE OF 2555.70 FEET TO THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO 95 THENCE RUN S13°03'20"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 3500.33 FEET TO THE INTERSECTION WITH THE NORTH LINE OF INTERCHANGE PARCEL 101 DESCRIBED IN OFFICIAL RECORDS BOOK 7532, PAGE 2932 AND ST JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 171, THENCE RUN S09°03'35"E ALONG SAID NORTH LINE A DISTANCE OF 518.51 FEET THENCE RUN S03°30'59"E A DISTANCE OF 168.84 FEET, THENCE RUN S00°29'36"E A DISTANCE OF 196.60 FEET; THENCE RUN S00°58'01"W A DISTANCE OF 157.82 FEET THENCE RUN S08°52'16"W A DISTANCE OF 393.34 FEET THENCE RUN S13°03'20"E A DISTANCE OF 313.63 FEET THENCE RUN S31°56'46"W A DISTANCE OF 141.42 FEET THENCE RUN S76°56'47"W A DISTANCE OF 2763.58 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1402.00 FEET THENCE RUN NORTHWESTERLY A DISTANCE OF 1060.52 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°20'26" AND HAVING A CHORD WHICH BEARS N81°23'01"W A DISTANCE OF 1035.42 FEET TO A POINT OF INTERSECTION WITH A TANGENT LINE, THENCE RUN N59°42'48"W A DISTANCE OF 1081.00 FEET TO THE SOUTH LINE OF SAID SECTION 3, THENCE S89°42'39"E A DISTANCE OF 1369.88 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 3 TOWNSHIP 30 SOUTH, RANGE 37 EAST; THENCE S89°42'59"E A DISTANCE OF 657.82 FEET THENCE N01°00'06"W A DISTANCE OF 1300.35 FEET; THENCE N89°40'28"W A DISTANCE OF 658.49 FEET, THENCE N89°32'33"W A DISTANCE OF 1317.05 FEET, THENCE N01°04'42"W A DISTANCE OF 1304.74 FEET, THENCE N89°22'27"W A DISTANCE 1318.24 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 3, THENCE N01°07'32"W A DISTANCE OF 2552.94 FEET TO THE POINT OF BEGINNING

TOGETHER WITH

**PARCEL 2**

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO 95 AND THE NORTH LINE OF THE SOTTILE CANAL (WIDTH VARIES) THENCE N89°40'36"W ALONG AFOREMENTIONED NORTH LINE A DISTANCE OF 6827.92 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF AFOREMENTIONED SECTION 10, TOWNSHIP 30 SOUTH, RANGE 37 EAST, THENCE N01°29'54"W ALONG SAID WEST LINE 2548.89 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 10; THENCE S89°42'39"E A DISTANCE OF 852.49 FEET TO A POINT OF INTERSECTION WITH A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2798.00 FEET ON THE SOUTH RIGHT OF WAY LINE OF ST JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533 PAGE 171 AND INTERCHANGE PARCEL 101 DESCRIBED IN OFFICIAL RECORDS BOOK 7532, PAGE 2932, THENCE RUN SOUTHEASTERLY A DISTANCE OF 161.80 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL

**LEGAL DESCRIPTION**



ANGLE OF 03°18'48" AND HAVING A CHORD WHICH BEARS S61°22'12"E A DISTANCE OF 161.78 FEET TO A POINT OF INTERSECTION WITH A TANGENT LINE, THENCE RUN S59°42'48"E A DISTANCE OF 1273.83 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1602.00 FEET. THENCE RUN SOUTHEASTERLY A DISTANCE OF 1211.81 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°20'26" AND HAVING A CHORD WHICH BEARS S81°23'01"E A DISTANCE OF 1183.12 FEET TO A POINT OF TANGENCY, THENCE RUN N76°56'47"E A DISTANCE OF 2776.03 FEET; THENCE RUN S58°03'06"E A DISTANCE OF 158.98 FEET, THENCE RUN S13°03'35"E A DISTANCE OF 103.60 FEET; THENCE RUN S27°21'19"E A DISTANCE OF 646.10 FEET, THENCE RUN S23°50'26"E A DISTANCE OF 174.39 FEET, THENCE RUN S13°03'35"E A DISTANCE OF 684.89 FEET, THENCE RUN N76°56'25"E A DISTANCE OF 75.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO 95, THENCE RUN S13°03'33"E A DISTANCE OF 763.16 FEET TO THE POINT OF BEGINNING

**PARCEL 3**

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 1 TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY FLORIDA, THENCE RUN S00°12'10"W A DISTANCE OF 5255.24 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF AFOREMENTIONED SECTION 1 THENCE RUN S01°39'31"E A DISTANCE OF 2240.34 FEET TO THE NORTH LINE OF THE SOTTILE CANAL (WIDTH VARIES), THENCE RUN S87°06'07"W ALONG THE NORTH LINE OF SAID CANAL A DISTANCE OF 95.39 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2900.00 FEET ON THE NORTH RIGHT OF WAY LINE OF ST JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 202, THENCE RUN NORTHWESTERLY A DISTANCE OF 162.03 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°12'04" AND HAVING A CHORD WHICH BEARS N03°15'34"W A DISTANCE 162.01 FEET, THENCE RUN N01°39'31"W A DISTANCE OF 1223.63 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1532.00 FEET, THENCE RUN NORTHWESTERLY A DISTANCE OF 2711.15 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 101°23'42" AND HAVING A CHORD WHICH BEARS N52°21'23"W FOR A DISTANCE OF 2370.96 FEET TO A POINT OF TANGENCY. THENCE RUN S76°56'47"W A DISTANCE OF 595.55 FEET. THENCE RUN S85°19'23"W ALONG SAID NORTH RIGHT OF WAY LINE, ALSO THE NORTH LINE OF INTERCHANGE PARCEL 102 DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 103 A DISTANCE OF 307.45 FEET, THENCE RUN S80°45'39"W ALONG SAID NORTH LINE A DISTANCE OF 467.93 FEET; THENCE RUN N78°15'58"W A DISTANCE OF 398.01 FEET, THENCE RUN N36°19'13"W A DISTANCE OF 398.02 FEET, THENCE RUN N15°09'26"W A DISTANCE OF 1542.67 FEET, THENCE RUN S76°56'40"W A DISTANCE OF 11.84 FEET TO THE EAST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO 95, THENCE RUN N13°03'02"W ALONG THE AFOREMENTIONED EAST RIGHT OF WAY LINE A DISTANCE OF 3088.34 FEET. THENCE RUN N89°55'28"E ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 2 TOWNSHIP 30 SOUTH, RANGE 37 EAST, A DISTANCE OF 2419.70 FEET TO THE NORTHEAST CORNER OF AFOREMENTIONED SECTION 2, THENCE RUN N89°58'04"E A DISTANCE OF 2637.51 FEET TO THE POINT OF BEGINNING

**PARCEL 4**

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO 95 AND THE NORTH LINE OF THE SOTTILE CANAL (WIDTH VARIES), THENCE RUN N13°03'35"W ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 1071.80 FEET TO THE HAUL ROUTE FROM BORROW PIT NO 5, THENCE RUN S89°42'06"E A DISTANCE OF 1274.48 FEET; THENCE RUN N00°17'54"E A DISTANCE OF 800 FEET. THENCE RUN N89°42'06"W A DISTANCE OF 800 FEET; THENCE RUN S00°17'54"W A DISTANCE OF 750 FEET THENCE RUN N89°42'06"W A DISTANCE OF 404.43 FEET TO THE SOUTH LINE OF

**LEGAL DESCRIPTION**

INTERCHANGE PARCEL 102 DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 103, THENCE RUN N02°23'20"W ALONG SAID SOUTH LINE A DISTANCE OF 120.18 FEET, THENCE RUN N11 14'49"E A DISTANCE OF 352.17 FEET, THENCE RUN N18°00'57"E A DISTANCE OF 415.68 FEET· THENCE RUN N25°12'14"E A DISTANCE OF 130.81 FEET· THENCE RUN N13°33'28"E A DISTANCE OF 210.54 FEET· THENCE RUN N13°03'35"W A DISTANCE OF 240.15 FEET· THENCE RUN N31°57'06"E A DISTANCE OF 141.43 FEET, THENCE RUN N76°56'46"E A DISTANCE OF 760.74 FEET; THENCE RUN N76°56'48"E ALONG PREVIOUSLY MENTIONED SOUTH LINE, ALSO THE SOUTH RIGHT OF WAY LINE OF ST JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 202 A DISTANCE OF 455.97 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1332.00 FEET; THENCE RUN SOUTHEASTERLY A DISTANCE OF 2357.21 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 101°23'42" AND HAVING A CHORD WHICH BEARS S52°21'23 E A DISTANCE OF 2061.44 FEET; THENCE RUN S01 39'31"E ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1223.63 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 3100.00 FEET, THENCE RUN SOUTHEASTERLY A DISTANCE OF 166.35 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°04'29" AND HAVING A CHORD WHICH BEARS S03°11'46"E A DISTANCE OF 166.33 FEET TO THE NORTH LINE OF AFOREMENTIONED SOTTILE CANAL, THENCE RUN S87°06'07" W ALONG SAID NORTH LINE A DISTANCE OF 284.41 FEET, THENCE RUN S83°04'26"W A DISTANCE OF 2084.05 FEET; THENCE RUN N89°19'58"W A DISTANCE OF 655.41 TO THE AFOREMENTIONED EAST RIGHT OF WAY LINE AND THE POINT OF BEGINNING

**PARCEL 5**

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 12 TOWNSHIP 30 SOUTH RANGE 37 EAST BREVARD COUNTY FLORIDA, THENCE RUN S89°49'46"E A DISTANCE OF 124.66 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE SOTTILE CANAL (WIDTH VARIES) AND POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL, THENCE RUN N83°04'26"E ALONG SAID SOUTH LINE A DISTANCE OF 1824.85 FEET, THENCE RUN N87°06'07"E A DISTANCE OF 288.56 FEET TO THE WEST RIGHT OF WAY LINE OF ST JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 202 AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 3100.00 FEET THENCE RUN SOUTHEASTERLY A DISTANCE OF 244.92 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°31'36" AND HAVING A CHORD WHICH BEARS S10°08'41"E A DISTANCE OF 244.85 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12, THENCE RUN N89°49'46"W A DISTANCE OF 2142.86 FEET TO THE POINT OF BEGINNING.

**PARCEL 6:**

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 30 SOUTH RANGE 37 EAST BREVARD COUNTY FLORIDA, THENCE RUN N89 49'46"W ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF AFOREMENTIONED SECTION 12 A DISTANCE OF 40.35 FEET TO A POINT OF INTERSECTION WITH A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2900.00 FEET, THENCE RUN NORTHWESTERLY A DISTANCE OF 256.38 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°03'55" AND HAVING A CHORD WHICH BEARS N10°45'31"W A DISTANCE OF 256.29 FEET TO THE SOUTH LINE OF THE SOTTILE CANAL (WIDTH VARIES), THENCE RUN N87°06'07"E ALONG SAID SOUTH LINE A DISTANCE OF 80.88 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12, THENCE RUN S01°39'31"E A DISTANCE OF 256.11 FEET TO THE POINT OF BEGINNING

**LEGAL DESCRIPTION**



## EXHIBIT 'A'

### LEGAL DESCRIPTION

THE WEST ½ OF SECTION 1, THE EAST ½ OF SECTION 2 LYING EASTERLY OF SAID INTERSTATE 95, THE NORTH ½ OF SECTION 11 LYING EASTERLY OF SAID INTERSTATE 95, AND THE NORTHWEST ¼ OF SECTION 12 LESS AND EXCEPT THAT PORTION OF A STRIP OF LAND 200 FEET IN WIDTH CONSTITUTING THE MAIN CANAL OF THE SAN SEBASTIAN DRAINAGE DISTRICT LYING IN SECTIONS 11 AND 12, ALSO LESS AND EXCEPT BORROW PIT NO 5 AND HAUL ROUTE FROM BORROW PIT NO 5 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BORROW PIT NO 5 A PARCEL OF LAND IN THE NORTHWEST ¼ OF SECTION 12 AND NORTHEAST ¼ OF SECTION 11 TOWNSHIP 30 SOUTH RANGE 37 EAST MORE PARTICULARLY DESCRIBED AS FOLLOWS COMMENCE ON THE NORTH BOUNDARY OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 37 EAST AT A POINT 1394.41 FEET WEST FROM THE NORTHEAST CORNER THEREOF RUN S 13°05'20" E 1550.05 FEET, THENCE S 89°43'50" E 628.67 FEET TO THE **POINT OF BEGINNING**, CONTINUE S 89°43'50" E 800 FEET, THENCE N 00°16'10" E 800 FEET, THENCE N 89°43'50" W 800 FEET; THENCE S 00°16'10" W 800 FEET TO THE **POINT OF BEGINNING**, AND

HAUL ROUTE FROM BORROW PIT NO 5 THAT PART OF NORTHEAST ¼ OF SECTION 11, TOWNSHIP 30 SOUTH RANGE 37 EAST LYING EASTERLY OF THE RIGHT OF WAY FOR INTERSTATE HIGHWAY NO 95 AND NORTHERLY AND WITHIN 50 FEET OF A LINE DESCRIBED AS FOLLOWS, BEGIN AT THE SOUTHWEST CORNER OF BORROW PIT NO 5 AS DESCRIBED ABOVE AND RUN N 89°42'50" W 628.67 FEET TO THE SURVEY LINE OF INTERSTATE HIGHWAY NO 95 AND THE END OF SAID LINE AS HEREIN DESCRIBED

ALL LYING AND BEING IN TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY FLORIDA

CONTAINING 723.06 ACRES, MORE OR LESS



LAND DEVELOPMENT DIVISION  
120 MALABAR ROAD SE  
PALM BAY FL 32907  
T 321 733-3042 F 321-953-8920

STAFF REPORT  
PREPARED BY:  
Elizabeth Beam AICP  
Assistant Growth Management Director

CASE NUMBER  
PD-17-2018

APPLICANT/PROPERTY OWNER  
Emerald Investment Holdings LLC

PLANNING & ZONING BOARD HEARING DATE  
September 5, 2018

PROPERTY LOCATION/ADDRESS  
Section 1 2 3 10 11 and 12 Township 30 South Range 37 East  
I-95 at St Johns Heritage Parkway

#### SUMMARY OF REQUEST

A Concept Plan to combine two Regional Activity Center (RAC) Concept Plans including properties located to the west of I 95 previously owned by Sebastian Resources 400 LP and to the east of I-95 previously owned by Brevard Landvest, LLC

EXISTING ZONING	EXISTING LAND USE	SITE IMPROVEMENTS	SITE ACREAGE	SURROUNDING ZONING & LAND USE
RAC – Regional Activity Center	RAC – Regional Activity Center	Undeveloped	1,561 Acres	<b>N</b> State and County Owned Conservation Lands and Town of Grant-Valkaria Residential <b>E:</b> State Owned Conservation Lands and General Use (County) <b>S</b> Rural Residential Micco Park Village District and General Use (County) <b>W</b> PUD Mixed Use – Commercial and Residential and General Use (County)

#### PROPERTY HISTORY

A concept plan was completed for the 938-acre property located at the St Johns Heritage Parkway to the west of I-95 previously owned by Sebastian Resources 400, LP. The maximum number of residential dwellings was established not to exceed 2,500 units and total non-residential square footage not to exceed 1,570,000. The approval provided for development criteria for mixed use town center workplace urban living and open space. The Future Land Use rezoning and concept plans were approved by Ordinance 2010-24 (FLU) Ordinance 2011-46 (Rezoning) and Resolution 2011 38 (Concept Plan)

A concept plan was completed for the 723-acre property located at the St. Johns Heritage Parkway to the east of I 95 previously owned by Brevard Landvest LLC. The maximum number of residential dwellings was established not to exceed 1,260 units and total non-residential square footage not to exceed 1,250,000. The approval provided for development criteria for workplace urban living and open space. The Future Land Use, rezoning and concept plans were approved by Ordinance 2010-25 (FLU) Ordinance 2016-06 (Rezoning) and Resolution 2016-07 (Concept Plan)

#### COMPATIBILITY with the COMPREHENSIVE PLAN

The Comprehensive Plan Future Land Use Map amendments were reviewed by the Florida Department of Economic Opportunity (fka Florida Department of Community Affairs) and all comments were addressed and incorporated prior to the approval of Ordinances 2010-24 and 2010-25

The current application does not change the stipulations of the previous approvals obtained per Resolutions 2011-38 and 2016-07 and is proposing to combine the concept plans for the two properties into one overall concept plan

#### COMPATIBILITY with the CODE OF ORDINANCES

The current application does not change the zoning previously obtained for the two properties per Ordinances 2011-46 and 2016-06. The application is consistent with the standards for Regional Activity Centers (RAC)

STAFF RECOMMENDATION

TRANSMIT ☐

APPROVE ☒

APPROVE WITH CONDITIONS ☐

DENY ☐

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**ANALYSIS**

- 1 Concept plan approval was previously approved for the development known as Emerald City. The approval was granted subject to the
  - Development of Final Development Plans in conformance with the application submitted for Concept Plan approval with all supplementary data attached
  - Land Development Staff Report
  - All provisions of the Code of Ordinances of the City of Palm Bay and all other state and federal rules, regulations, and statutes
- 2 The subject property is currently undeveloped
- 3 The Future Land Use and Zoning are Regional Activity Center (RAC). No changes to either are required
- 4 This new application combines the two concept plans into one Concept Plan for Emerald Lakes, a 1,561-acre Mixed use planned community located at the new Interstate 95 interchange with St. Johns Heritage Parkway. As a RAC, Emerald Lakes is designed as a sustainable job-based community with retail, medical, commercial, and office uses. Multigenerational and mixed residential neighborhoods are interconnected with large recreational and environmental amenities
- 5 The Emerald Lakes Concept Plan identifies residential, preservation, recreation, and commercial (retail, office, medical, civic, and similar) uses. Acreages for each use are:
  - Residential 3,760 units / 570.7 acres
  - Commercial 2,820,000 SF / 447.4 acres
  - Preservation 488.5 acres
  - Stormwater 35.3 acres
  - Road ROW 19.1 acres
  - TOTAL 1,561 acres
- 6 The Emerald Lakes Community Development District (CDD) was approved by City Council on June 21, 2018, Ordinance 2018-17. The CDD will deliver the community development services and facilities to the project area. The powers and functions of the CDD are outlined in the petition submitted for approval
- 7 Right-of-Way and stormwater management for St. Johns Heritage Parkway is being provided by Emerald Investment Holdings, LLC. An agreement to relocate stormwater management ponds to provide a more efficient and cost-effective system has been proposed

- 8 Billboard locations have been identified along Interstate 95 and St Johns Heritage Parkway consistent with Section 178 17 LDC (Shown on Emerald Lakes Overall Vehicular Pedestrian Access and Billboard Plan)
- 9 Emerald Investment Holdings, LLC will enter into an agreement to construct the necessary water distribution and wastewater collection systems as a contribution in-aid-of-construction impact fee credits and payment of connection charges as to be determined by City
- 10 As part of the Emerald Lakes development, landscaping design and installation of the landscaping irrigation and multi use trails within St. Johns Heritage Parkway and adjacent to the property boundary will be completed by the developer Emerald Lakes POA HOA or COD will agree to maintain the landscaping and irrigation within St Johns Heritage Parkway for a period of time to be determined Parks & Recreation Impact Fee Credits to be requested
- 11 Separate Traffic Impact Studies were prepared for the previously approved Comprehensive Land Use Plan applications (July 8 2010) Transportation mitigation was negotiated, and Right-of Way contribution agreements were approved on October 16 2015 The applicant has purchased and deeded the required Right-of Way for the St Johns Heritage Parkway Right-of-Way and Interstate 95 Interchange funded \$800,000 for construction of St. Johns Heritage Parkway, \$250,000 toward environmental mitigation costs and \$382,940 for St Johns Heritage Parkway Intersection Improvements In accordance with Section 183.39, the revenues collected are for the funding of scheduled improvements in the CIP

No further traffic analysis will be required unless Emerald Lakes exceeds its approval for 3 760 residential units and 2,820 000 square feet non residential uses

Intersection and road cross sections on St Johns Heritage Parkway have been approved through the City of Palm Bay The proposed cross sections for the internal roadways will include bike lanes, bike paths, multi-use trails and golf cart access as shown on the roadway plans

- 12 Emerald Lakes will preserve over 488 acres or 30% of the project area for tree and wetland preservation This applicant is requesting elimination of the requirement for tree surveys and tree mitigation for future development phases The large areas identified for preservation in addition to individual final development plan applications satisfies the goal of conservation outlined in the Comprehensive Plan
- 13 Stormwater management facilities will be constructed by Emerald Lakes and maintained by the Commercial Property Owners Association (POA), Home Owners Association (HOA) or Community Development District (CDD) The property owners within Emerald Lakes will contribute payments to a POA, HOA or CDD which will be responsible to maintain the non City owned stormwater



management facilities. The applicant is requesting stormwater management system user fee mitigation credits be granted in accordance with Chapter 174 of the LDC as the parcels do not discharge stormwater into the City's system and therefore they have no direct stormwater maintenance burdens.

- 14 Wetlands will be preserved consistent with St. Johns River Water Management District (SJWMD) permitting requirements with an average buffer of 25' allowing a minimum 15' without mitigation. Preservation of over 30% of the subject property and applications for wetland jurisdictional determinations are in process with the SJWMD.

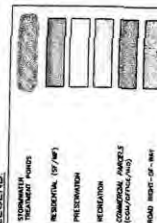
#### **STAFF RECOMMENDATION**

Case PD 17 2018 is recommended for approval.

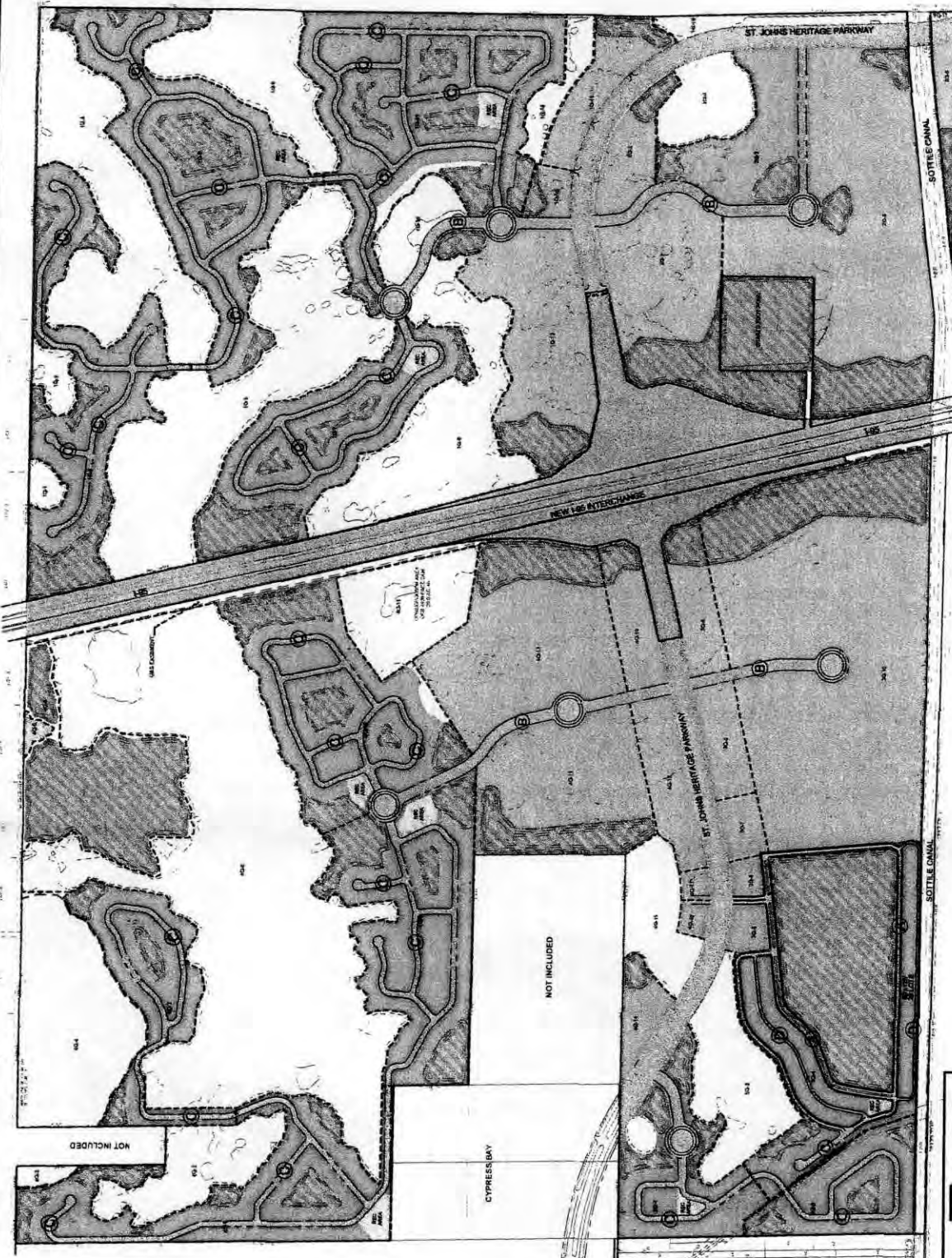
USE	TOTAL SQ. FOOTAGE	TOTAL DWELLING UNITS (DU)	TOTAL ACRES
STORMWATER TREATMENT PONDS			38.3
RESIDENTIAL (17' MP)		3,760	335.7
PREDEVELOPMENT		—	148.3
COMMERCIAL (20' MP/152' MP)	2,820,000		447.4
ROADWAY (10' MP)			18.1
TOTAL	2,820,000	3,760	1,049.8

EAST PARCELS SUMMARY		
PARCEL ID	SIZE	ANTICIPATED USE
10-1	4.0 AC	PRESERVATION
10-2	4.0 AC	PRESERVATION
10-3	48.5 AC	W/H
10-4	48.5 AC	PRESERVATION
10-5	48.2 AC	PRESERVATION
10-6	48.2 AC	PRESERVATION
10-7	43.3 AC	W/PA&B
10-8	34.7 AC	PRESERVATION
10-9	41.4 AC	PRESERVATION
10-10	41.4 AC	PRESERVATION
10-11	70.8 AC	PRESERVATION
10-12	70.8 AC	CON
10-13	3.8 AC	CON
10-14	8.6 AC	PRESERVATION
10-15	5.7 AC	PRESERVATION
10-16	5.7 AC	PRESERVATION
10-17	0.4 AC	PRESERVATION
20-1	34.8 AC	CON/IND
20-2	34.8 AC	CON/IND
20-3	37.1 AC	CON/IND
20-4	11.8 AC	PRESERVATION
20-5	17.7 AC	CON/IND
20-6	8.8 AC	CON/IND
20-7	8.8 AC	CON/IND
20-8	8.8 AC	CON/IND
20-9	8.8 AC	CON/IND
20-10	8.8 AC	CON/IND
20-11	8.8 AC	CON/IND
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20-89	8.8 AC	CON/IND
20-90	8.8 AC	CON/IND
20-91	8.8 AC	CON/IND
20-92	8.8 AC	CON/IND

WEST PARCELS SUMMARY		
PARCEL ID	SIZE	ANTICIPATED USE
20-1	28.1	SPF PALMS
20-2	28.1	SPF PALMS
20-3	27.8 AC	SPF PALMS
20-4	81.5 AC	COM
20-5	2.4 AC	COM
20-6	2.3 AC	COM
20-7	1.6 AC	COM
20-8	1.6 AC	COM
20-9	103.2	COM
20-10	105.8 AC	COM
20-11	48.8 AC	SPR
20-12	17.2 AC	PRESERVATION
20-13	17.2 AC	PRESERVATION
20-14	17.8 AC	PRESERVATION
20-15	1.1 AC	STORMWATER
20-16	35.1 AC	SPR
20-17	27.8 AC	SPR
20-18	105.2 AC	PRESERVATION
20-19	54.1 AC	SPF PALMS
20-20	54.1 AC	SPF PALMS
20-11	20.0 AC	PRESERVATION
20-10-1	27.2 AC	COM
20-10-2	48.7 AC	COM
20-10-3	48.7 AC	COM
20-10-4	8.5 AC	PRESERVATION
20-10-5	18.8 AC	PRESERVATION
20-10-6	18.8 AC	COM
20-10-7	1.5 AC	COM
20-10-8	11.5 AC	COM
20-10-9	10.1 AC	COM
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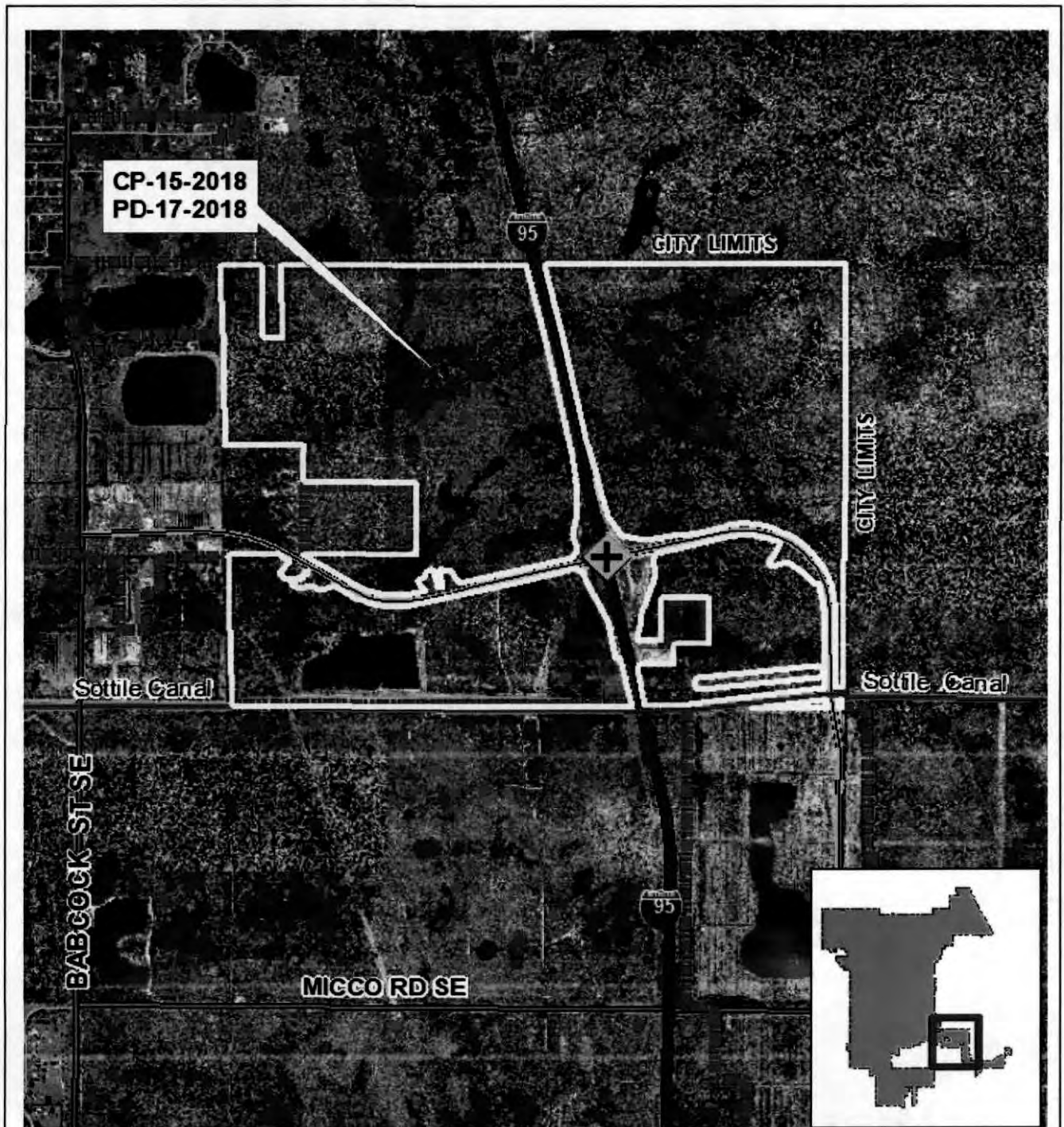


CONSTRUCTION  
ENGINEERING  
GROUP



EMERALD LAKES OVERALL CONCEPT PLAN

## ZONES DEVELOPMENT



## AERIAL LOCATION MAP CASE NO. CP-15-2018 / PD-17-2018

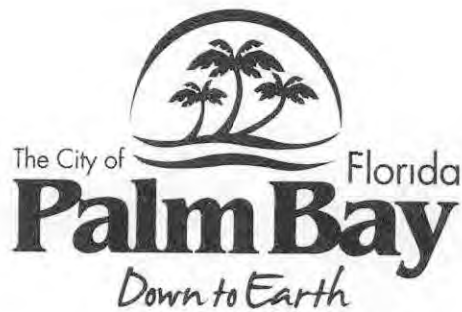
### Subject Property

Emerald Lakes Development, Palm Bay FL



Not to Scale

Map for illustrative purposes only. Not to be construed as binding or as a survey



January 23, 2019

Mr Paul Paluzzi  
Emerald Investment Holdings, LLC  
605 S Fremont Avenue Suite B  
Tampa, FL 33606

Dear Mr Paluzzi

Enclosed is a certified copy of Ordinance No 2018 52 The City Council approved the ordinance at Regular Council Meeting No 2019 01, held on January 3, 2019

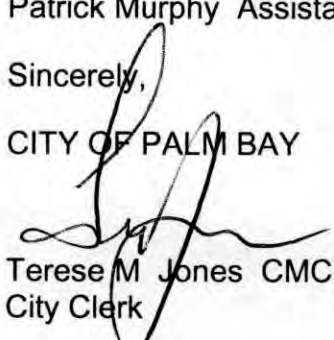
Also enclosed is a certified copy of Resolution No 2018-55, granting Preliminary Planned Development Concept Plan approval in order to combine the two (2) previously approved Regional Activity Center (RAC) Concept Plans into one (1) single planned development to be known as "Emerald Lakes" on property located east and west of Interstate 95 in the vicinity between Grant and Micco Roads The City Council approved the resolution at Regular Council Meeting No 2018 26 held on October 18, 2018

The Preliminary Planned Development Concept Plan is conditioned upon complying with stipulations as set forth in Section 2 of the resolution There is a two (2) year time limit from the date of this resolution to submit your application for the Final Development Plan

If you should have any questions or require any additional information, please contact Mr Patrick Murphy Assistant Growth Management Director, at (321) 733-3042

Sincerely,

CITY OF PALM BAY

  
Terese M Jones CMC  
City Clerk

/tjl

Enclosures Ordinance No 2018 52  
Resolution No 2018-55  
Concept Plan

Case Nos. CP-15-2018  
PD 17 2018


Legislative Department





## LEGISLATIVE MEMORANDUM

**TO** Honorable Mayor and Members of the City Council

**FROM** Gregg Lynk, City Manager 

**DATE** October 18 2018

**RE** Planned Development Request – Emerald Investment Holdings, LLC (Paul Paluzzi)

Emerald Investment Holdings, LLC (Paul Paluzzi) has submitted an application to allow for a Preliminary Planned Development Concept Plan to combine two Regional Activity Center (RAC) Concept Plans including properties located to the west of I-95 previously owned by Sebastian Resources 400, LP and to the east of I-95 previously owned by Brevard Landvest, LLC. The RAC development will be known as Emerald Lakes.

### **REQUESTING DEPARTMENT**

Growth Management

### **STAFF RECOMMENDATION**

Case PD-17-2018 is recommended for approval.

### **Planning and Zoning Board Recommendation**

Approval of the request by a vote of 4 to 2.

Attachment            1) Case No. PD 17 2018  
                                 2) Resolution

EJB/cp

EXHIBIT “D”

Master Declaration of Covenants, Conditions, Restrictions and  
Easements for Emerald Lakes Master Association, Inc

This Instrument Prepared by:  
Peter Z. Skokos, Esq.  
NORTON, HAMMERSLEY, LOPEZ &  
SKOKOS, P.A.  
1819 Main Street, Suite 610  
Sarasota, Florida 34236

**MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS  
FOR  
EMERALD LAKES  
AND  
NOTICE OF ASSESSMENTS FOR EMERALD LAKES  
MASTER ASSOCIATION, INC.**

## TABLE OF CONTENTS

<b>Title</b>	<b>Page No.</b>
<b>ARTICLE 1. DEFINITIONS AND INTERPRETATION.....</b>	<b>1</b>
1.1 DEFINITIONS. ....	1
1.2 INTERPRETATION. ....	5
<b>ARTICLE 2. ....</b>	<b>5</b>
<b>PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS AND WITHDRAWALS .....</b>	<b>5</b>
2. LEGAL DESCRIPTION .....	5
2.2 WITHDRAWAL .....	6
2.3 COMMON PROPERTY.....	7
2.4 LANDS OWNED BY OTHERS .....	7
<b>ARTICLE 3 .....</b>	<b>7</b>
<b>MEMBERSHIP AND VOTING RIGHTS IN THE MASTER ASSOCIATION.....</b>	<b>7</b>
3.1 MEMBERSHIP. ....	7
3.2 VOTING RIGHTS.....	7
3.3 POWERS OF THE MASTER ASSOCIATION .....	8
3.4 AMPLIFICATION. ....	8
3.5 GENERAL MATTERS .....	8
<b>ARTICLE 4 .....</b>	<b>8</b>
<b>COMMON PROPERTY; CERTAIN EASEMENTS; COMMUNITY SYSTEMS .....</b>	<b>9</b>
4.1 MEMBERS' EASEMENTS.....	9
4.2 EASEMENTS APPURTENANT. ....	10
4.3 MAINTENANCE .....	10
4.4 STREET LIGHTS.....	11
4.5 EASEMENTS FOR VEHICULAR TRAFFIC. ....	11
4.6 UTILITY AND COMMUNITY SYSTEMS EASEMENTS.....	12
4.7 PUBLIC EASEMENTS.....	12
4.8 OWNERSHIP. ....	12
4.9 COMMUNITY SYSTEMS .....	13
4.10 RE-USE WATER. ....	14
4.11 ASSIGNMENT OF RIGHTS AND OBLIGATIONS OF ASSOCIATION. ....	14
<b>ARTICLE 5. MAINTENANCE OF UNITS, LOTS AND PARCELS.....</b>	<b>14</b>
5.1 OBLIGATIONS .....	14
5.2 RIGHT OF ENTRY .....	15
<b>ARTICLE 6. CERTAIN USE RESTRICTIONS.....</b>	<b>15</b>
6.1 APPLICABILITY. ....	15
6.2 USES OF PARCELS.....	15
6.3 LOT RESUBDIVISION. ....	15
6.4 EASEMENTS.....	16
6.5 NUISANCES.....	16

6.6	OIL AND MINING OPERATION .....	16
6.7	PARKING AND VEHICULAR RESTRICTIONS.....	16
6.8	EXTERIOR ANTENNAS. ....	17
6.9	RENEWABLE RESOURCE DEVICES.....	17
6.10	SIGNS. ....	17
6.11	ANIMAL RESTRICTION.....	18
6.12	TRASH.....	18
6.13	TEMPORARY STRUCTURES.....	18
6.14	MAILBOX. ....	18
6.15	HAZARDOUS MATERIALS .....	18
6.16	MOBILE HOMES, TRAILERS .....	18
6.17	VARIANCES. ....	19
6.18	ACCESS.....	19
6.19	DECLARANT EXEMPTION .....	19
<b>ARTICLE 7. COVENANT FOR MAINTENANCE ASSESSMENTS.....</b>		<b>20</b>
7.1	CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS.....	20
7.2	RATES OF ASSESSMENTS .....	21
7.3	PURPOSE OF ASSESSMENTS. ....	21
7.4	SPECIAL ASSESSMENTS.....	21
7.5	CAPITAL IMPROVEMENTS .....	22
7.6	PARCEL ASSESSMENTS .....	22
7.7	DISTRICT ASSESSMENTS.....	22
7.8	DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES .....	22
7.9	DUTIES OF THE BOARD OF DIRECTORS.....	23
7.10	EFFECT OF NON-PAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION; THE LIEN; REMEDIES OF THE MASTER ASSOCIATION. ....	23
7.11	SUBORDINATION OF THE LIEN .....	24
7.12	COLLECTION OF ASSESSMENTS .....	25
7.13	DECLARANTS ASSESSMENTS.....	25
7.14	MASTER ASSOCIATION FUNDS.....	25
7.15	WORKING CAPITAL CONTRIBUTION .....	25
7.16	EXEMPTION FROM ASSESSMENT .....	26
<b>ARTICLE 8. ARCHITECTURAL CONTROL; GENERAL POWERS .....</b>		<b>26</b>
8.1	MEMBERS OF COMMITTEE .....	26
8.2	REVIEW OF PROPOSED CONSTRUCTION .....	26
8.3	DECLARANT'S RIGHT TO APPROVE IMPROVEMENTS .....	27
8.4	MEETINGS OF THE COMMITTEE.....	27
8.5	NO WAIVER OF FUTURE APPROVALS .....	27
8.6	COMPENSATION OF MEMBERS... ..	28
8.7	COMMITTEE RULES .....	28
8.8	NON-LIABILITY.....	28
8.9	VARIANCE.....	29
8.10	EXEMPTIONS.....	29
8.11	REMEDY FOR VIOLATIONS .....	29
<b>ARTICLE 9. RULES; ENFORCEMENT.....</b>		<b>29</b>
9.1	COMPLIANCE BY OWNER.....	29
9.2	ENFORCEMENT.....	29
9.3	FINES.....	30
9.4	INITIAL RULES AND REGULATIONS.....	32
<b>ARTICLE 10. DAMAGE OR DESTRUCTION TO COMMON PROPERTY.....</b>		<b>32</b>
10.1	DAMAGE OR DESTRUCTION. ....	32
10.2	CONDEMNATION.....	33

<b>ARTICLE 11. INSURANCE .....</b>	<b>33</b>
11.1 COMMON PROPERTY.....	33
11.2 REPLACEMENT OR REPAIR OF COMMON PROPERTY.....	33
11.3 WAIVER OF SUBROGATION.....	34
11.4 LIABILITY AND OTHER INSURANCE .....	34
11.5 "BLANKET" INSURANCE .....	34
<b>ARTICLE 12. MORTGAGEE PROTECTION.....</b>	<b>35</b>
12.1 MORTGAGEE PROTECTION .....	35
<b>ARTICLE 13. ENCROACHMENTS; EASEMENTS.....</b>	<b>36</b>
13.1 ENCROACHMENT.....	36
13.2 PIPES, WIRES, DUCTS, CABLES, CONDUITS, PUBLIC UTILITY LINES, ETC.....	36
13.3 EASEMENTS OF SUPPORT.....	36
13.4 CONSTRUCTION AND SALES.....	36
13.5 EASEMENTS.....	36
<b>ARTICLE 14. SPECIAL COVENANTS .....</b>	<b>37</b>
14.1 PREAMBLE.....	37
14.2 CONDOMINIUMS AND COOPERATIVES .....	37
<b>ARTICLE 15. GENERAL PROVISIONS .....</b>	<b>38</b>
15.1 DURATION.....	38
15.2 NOTICE.....	38
15.3 ENFORCEMENT.....	38
15.4 INTERPRETATION.....	38
15.5 SEVERABILITY.. ..	39
15.6 EFFECTIVE DATE.....	39
15.7 AMENDMENT.....	39
15.8 CONFLICT.....	39
15.9 LIMITATION ON MASTER ASSOCIATION.....	39
15.10 STANDARDS FOR CONSENT.....	40
15.11 EASEMENTS.....	40
15.12 NO PUBLIC RIGHT OR DEDICATION.....	40
15.13 CONSTRUCTIVE NOTICE AND ACCEPTANCE .....	40
15.14 NOTICES AND DISCLAIMERS AS TO COMMUNITY SYSTEMS .....	41
15.15 NO REPRESENTATIONS OR WARRANTIES.....	42
15.16 ASSURANCE OF DEVELOPMENT.....	42
15.17 COVENANTS RUNNING WITH THE LAND.....	42
15.18 TAX DEEDS AND FORECLOSURE.....	43
15.19 LEGAL FEES AND COSTS.....	43
15.20 LAW TO GOVERN.....	43
<b>ARTICLE 16. DISCLAIMER OF LIABILITY OF MASTER ASSOCIATION .....</b>	<b>43</b>
<b>ARTICLE 17. STORMWATER MANAGEMENT SYSTEM.....</b>	<b>44</b>
17.1 BLANKET EASEMENT.....	44
17.2 MAINTENANCE EASEMENT.....	45
17.3 MAINTENANCE .....	
17.4 IMPROVEMENTS.....	46
17.5 USE AND ACCESS .....	46
17.6 LIABILITY.....	47
17.7 CONSERVATION AREAS .....	47
17.8 UPLAND BUFFERS AND VEGETATIVE NATURAL BUFFERS.....	48
17.9 RIGHTS OF THE SJRWMD.....	48

17.10 INDEMNITY....	49
17.11 PERMITS.....	49
17.12 DECLARANT'S RIGHTS.....	49

**THIS MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS** is made as of the       day of       , 20\_\_ , by EMERALD INVESTMENT HOLDINGS, LLC, a Florida limited liability company, which declares hereby that the "Property" described in Article 2 of this Declaration is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

## **ARTICLE I.**

### **DEFINITIONS AND INTERPRETATION**

#### **1.1     Definitions.**

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Architectural Control Committee" or "Committee" shall mean and refer to the committee of the Master Association responsible for performing the architectural review and approval functions set forth in Article 8 of this Declaration.

(b) "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Master Association, as amended from time to time. A copy of the initial Articles of Incorporation of the Master Association is attached hereto as Exhibit "B".

(c) "Assessments" shall mean and refer to the various forms of payment to the Master Association which are required to be made by Owners, as more particularly defined in Article 7 of this Declaration.

(d) "Assessment Charges" means all Assessments currently owed by each Owner, together with any late fees, interest and costs of collection, including reasonable attorneys' fees.

(e) "Board" or "Board of Directors" shall mean and refer to the duly constituted Board of Directors of the Master Association, from time to time.

(f) "Bylaws" mean the Bylaws of the Master Association, as amended from time to time. A copy of the initial Bylaws of the Master Association is attached hereto as Exhibit "C."

(g) "Common Property" shall mean and refer to all property designated as Common Property in any future recorded supplemental declaration or deed of conveyance; together with the landscaping and any improvements thereon, including, without limitation, all of the following if located thereon, any private roadways and pedestrian walkway areas, structures, recreational facilities, walkways, accessways, public plazas, green space, open space, conservation or preservation areas, entrance ways, signage, irrigation systems and street lights, if any, but excluding any public utility installations thereon. Without limiting



the generality of Section 1.2, in the event that Declarant determines that a particular portion of the Property is or is not Common Property hereunder (in the manner provided in said Section 1.2) such determination shall be binding and conclusive. Provided however, the foregoing list shall not be deemed to be a representation that the Declarant will provide any specific form of Common Property. In the event that the Master Association accepts an easement or similar grant over, under or through any portion of the Property or any property adjacent thereto or in the vicinity thereof, the area subject to such easement shall be deemed Common Property for the purposes of but only for the purposes of, the Master Association performing whatever duties or obligations are stated in, or implied by law with respect to such easement or other grant. Common Property may include lands which are owned by the CDD, as defined hereafter, to the extent Declarant determines that such CDD owned lands should be subject to a higher maintenance standard, with the prior written consent of the CDD.

(h) "Community Development District" or "CDD" shall mean and refer to the Emerald Lakes Community Development District formed pursuant to the provisions of Chapter 190, Florida Statutes, for the purpose of providing certain funding of the construction, maintenance and repair of improvements serving the Emerald Lakes Community.

(i) "Community Systems" shall mean and refer to any and all cable television, telecommunication, community intranet, internet, optic cable systems, alarm/monitoring or other lines, conduits, wires, amplifiers, towers, antennae, equipment, materials, installations and fixtures for receiving and transmitting electronic data, signals and audio or video communications, security monitoring systems, utilities (including those based on, containing or serving future technological advances not now known), together with all conduits, wires, amplifiers, towers, antennae and other apparatus and equipment for the provisions thereof, installed by Declarant or pursuant to any grant of easement or authority by Declarant within the Property and serving more than one Parcel.

(j) "County" shall mean and refer to Brevard County, Florida.

(k) "Declarant" shall mean and refer to Emerald Investment Holdings, LLC, a Florida limited liability company, its successors and such of its assigns as to which the rights of Declarant hereunder are specifically assigned. Declarant may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial assignment, the assignee shall not be deemed the Declarant, but may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a nonexclusive basis. The rights of Declarant under this Declaration are independent of the Declarant's rights to control the Board of Directors of the Master Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Owners, the Board or the Master Association upon the transfer of control of the Master Association.

(l) "Declaration" means this instrument and all exhibits attached hereto, as same may be amended from time to time.

(m) "District" means a group of Parcels or portion of the Property which have as an appurtenance thereto the right to receive additional services or are benefited by Improvements

which do not benefit or service other Parcels or portions of the Property. The Parcels or Property shall be designated as a District in a Supplemental Declaration and shall be subject to District Assessments to pay for the maintenance, repair or restoration of such Improvements or Services. If the Declarant determines to construct condominium units, such units shall constitute a District but any District Assessments may be collected and expended by the condominium association rather than the Association.

(n) "Emerald Lakes Community" shall mean any and all land which is from time to time subjected to this Declaration, including without limitation, the Property.

(o) "Improvements" means any Unit and any and all horizontal or vertical alterations or improvements installed or constructed on the Property including, without limitation, fountains, swimming pools, jacuzzies, private walls, fences, awnings, shutters, gates, flower boxes, landscaping, exterior lighting, outdoor ornamentation, solar panels, docks and any and all recreational structures and any ancillary structures, creation or alteration of any lake, lagoon, marsh or site grading.

(p) "Limited Common Property" shall mean and refer to such portions of the Common Property which are intended for the exclusive use (subject to the rights, if any, of the County, the Master Association and the public) of the Owners of specific Parcels, to the exclusion of others. Unless otherwise provided specifically to the contrary, reference to the Common Property shall include the Limited Common Property.

(q) "Lot" shall mean and refer to an individual parcel of land within the Property which is shown as an individual lot on the various site plans (or similar plans) adopted by the Declarant from time to time and, after the conveyance thereof by Declarant to an Owner other than the Declarant, the lot legally described in the deed of such conveyance.

(r) "Master Association" shall mean and refer to EMERALD LAKES MASTER ASSOCIATION, INC., a Florida corporation not for profit.

(s) "Member" shall mean and refer to all those Owners who are Members of the Master Association as hereinafter provided, including, without limitation, the Declarant.

(t) "Member's Permittee" or "Member's Permittees" shall mean and refer to the following person(s) and such persons' families (provided that the Owner or other permitted occupant must reside with his/her family) and such person's guests: (i) an individual Owner(s), (ii) an officer, director, stockholder or employee of a corporate owner, (iii) a partner in or employee of a partnership owner, (iv) a fiduciary or beneficiary of an ownership in trust, or (v) occupants named or described in a lease or sublease, but only if approved in accordance with this Declaration. As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting the Unit as or together with the Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall include only those persons who have a principal residence other than the Unit.

(u) "Mortgage" means any bona fide first Mortgage encumbering a Parcel as security for the repayment of a debt obligation.

(v) "Mortgagee" means any bank savings and loan association or other recognized institutional lender, and insurer or guarantor of Mortgages and any holder of Mortgages in the secondary market (including without limitation, the Veteran's Administration, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association), holding a Mortgage now or hereafter placed upon any Parcel, including Declarant, or its assignee.

(w) "Modifications" shall mean and refer to modifications to the Improvements after a certificate of occupancy has been issued for the Improvements. With respect to Improvements which are not subject to a certificate of occupancy, including but not limited to, landscaping and painting, such Improvements, after initial installation or application thereof, shall be deemed to be Modifications.

(x) "New Construction" shall mean and refer to Improvements prior the time a certificate of occupancy has been issued for the Improvements. With respect to Improvements which are not subject to a certificate of occupancy, including but not limited to, landscaping and painting, such Improvements, prior to installation or application thereof, shall be deemed to be New Construction.

(y) "Parcel" means (a) any plot of land designated as a "lot" upon the recorded subdivision plat of the Property and/or all or any part of the Emerald Lakes Community, (b) any Parcels or parts of Parcels or land included in the Emerald Lakes Community which consists of recombined Parcels or a Parcel combined as hereinafter described, (c) any condominium or townhome unit, including the undivided share in the common elements or common property appurtenant thereto or (d) any legally described parcel of land which is owned by a single person or entity and developed for an apartment complex. References to a Parcel shall also include any Improvements constructed thereon, unless specifically noted to the contrary.

(z) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Parcel situated upon or within the Property.

(aa) "Permits" means the permits, easements, and other approvals secured from various governmental agencies and regulatory bodies which govern the development of the Property including, without limitation, the Permits issued by the Florida Department of Environmental Regulation, the Florida Department of Natural Resources, Water Management District, the Army Corps of Engineers, and the Florida Department of Transportation.

(bb) "Plat" shall mean and refer to the recorded survey of any portion of the Property which is made and recorded in accordance with Chapter 177, Florida Statutes.

(cc) "Property" shall mean and refer to all properties described in Exhibit "A" attached hereto and made a part hereof, and all additions thereto, now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedures set forth in this Declaration.

(dd) "Stormwater Management System" shall mean a system which is designed, constructed or implemented to control discharges which are necessitated by rainfall

events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation and water pollution or to otherwise affect the quality and quantity of discharge from the system as permitted pursuant to Chapter 40C-4, 40C-40, or 40C-42, Florida Administrative Code.

(ee) “Sub-Association” shall mean any association created or to be created to administer specific portions of the Property and Common Property or common elements lying within such portions pursuant to a declaration of condominium or declaration of covenants and restrictions affecting such portions.

(ff) “Supplemental Declaration” shall mean and refer to an instrument executed by the Declarant (or the Master Association, if permitted by Section 2.4 hereof) and recorded in the Public Records of the County, for the purpose of adding to the Property, withdrawing any portion(s) thereof from the effect of this Declaration, designating a portion of the Property as a Common Property hereunder or for such other purposes as are provided in this Declaration.

(gg) “Turnover” shall mean and refer to the date upon which Declarant transfers control of the Master Association pursuant to the Articles.

(hh) “Unit” shall mean and refer to any dwelling unit constructed on a Lot or any condominium dwelling unit in any condominium building that may be erected on any parcel of land within the Property or any apartment unit (whether attached, detached, single family or multi-family), which land is designated by Declarant by recorded instrument to be subject to this Declaration (and to the extent Declarant is not the Owner thereof, then by Declarant joined by the Owner thereof).

## 1.2 Interpretation.

The provisions of this Declaration as well as those of the Articles, Bylaws and any rules and regulations of the Master Association shall be interpreted by the Board of Directors. Any such interpretation of the Board which is rendered in good faith shall be final, binding and conclusive if the Board receives a written opinion of legal counsel to the Master Association, or the counsel having drafted this Declaration or other applicable document, that the interpretation is not unreasonable, which opinion may be rendered before or after the interpretation is adopted by the Board. Notwithstanding any rule of law to the contrary, the provisions of this Declaration and the Articles, Bylaws and the Rules and Regulations of the Master Association shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Master Association and the Property, the preservation of the values of the Parcels and the protection of Declarant’s rights, benefits and privileges herein contemplated.

## ARTICLE 2.

### PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS AND WITHDRAWALS

#### 2.1 Legal Description.

The initial real property which shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County, and is more particularly described in Exhibit "A" attached hereto and made a part hereof, all of which real property (and all improvements thereto), together with additions thereto, but less any withdrawals therefrom, is herein referred to collectively as the "Property" at the time of recording this Declaration. The initial real property is owned by Declarant.

#### 2.2 Withdrawal.

Declarant reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Property (including, without limitation, Lots, Units, Common Property and/or Limited Common Property) then owned by the Declarant or its affiliates or the Master Association from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for the Property desired to be effected by the Declarant; provided, however, that such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Property. Further, Declarant reserves the right to amend this Declaration unilaterally prior to Turnover, and after Turnover, by the Master Association, without the joinder and consent of any other Owner, to remove any portion of the Property intended to be conveyed to the County or the CDD. All Owners, by acceptance of a deed to or such other conveyance of their Parcels shall be deemed to have automatically consented to any such Supplemental Declaration.

#### 2.3 Common Property.

In the event of any doubt, conflict or dispute as to whether any portion of the Property is or is not a Common Property under this Declaration, the Declarant may, without the consent of the Master Association or then existing Owners, record in the public records of the County, a Supplemental Declaration resolving such issue and such Supplemental Declaration shall be dispositive and binding. After the Declarant no longer owns any portion of the Property, the Master Association may, without the consent of the existing Owners, record the aforesaid Supplemental Declaration, which shall have the same dispositive and binding effect. Notwithstanding the foregoing, no Supplemental Declaration may change the common elements of a condominium.

#### 2.4 Lands Owned by Others.

From time to time the Declarant may permit lands to be annexed which are owned by other persons. Any declaration or Supplemental Declaration which subjects lands

owned by other persons, may be annexed provided that the Owner of such land and the Declarant consent to such annexation. All Owners, by acceptance of a deed to or such other conveyance of their Parcels shall be deemed to have automatically consented to any such Supplemental Declaration.

### **ARTICLE 3.**

#### **MEMBERSHIP AND VOTING RIGHTS IN THE MASTER ASSOCIATION**

##### **3.1 Membership.**

Every person or entity who is a record Owner of a fee interest in any Parcel shall be a mandatory Member of the Master Association which membership shall be appurtenant to, and not be separated from title to a Parcel. Notwithstanding anything else to the contrary set forth in this Article, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Master Association.

##### **3.2 Voting Rights.** The Master Association shall have two (2) classes of voting membership:

- (a) Class A. Class A Members shall be all those Owners of any Lot or Unit, with the exception of the Declarant (as to Declarant, as long as the Class B Membership shall exist, the Declarant shall not be a Class A Member, and thereafter, the Declarant shall be a Class A Member to the extent it would otherwise qualify). Class A Members shall be entitled to one (1) vote for each Lot or Unit in which they hold the interests required for membership, which vote shall be cast in accordance with the procedures set forth in the Articles and these Bylaws of the Master Association.
- (b) Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time on behalf of the Class A Members. The Class B membership shall cease and terminate when all of the Lots and Units ultimately to be included within the Property have been sold and conveyed by Declarant (or its affiliates) or sooner at the sole election of Declarant (whereupon the Class A Members shall be obligated to elect the Master Association's Board of Directors and assume control of the Master Association).

In the event that a mortgagee or other party acquires title to a Lot or Unit through foreclosure or deed in lieu of foreclosure, such party shall have the class of membership last held by the Owner of the property to which title was so acquired.

Voting Rights and Procedure of Lots. Notwithstanding anything contained within the Declaration to the contrary, the Class A voting rights for all Owners of Lots shall commence and be effective upon the recordation of the Plat and the Declaration, and shall continue thereafter for the duration of the existence of the Master Association.

Voting Rights and Procedure for Condominium or Cooperative Units. Notwithstanding anything contained within the Declaration to the contrary, the Class A voting rights for the Owners of all condominium and/or cooperative Units shall commence and be effective upon the issuance of either a temporary or permanent certificate of occupancy for any such condominium and/or cooperative Unit, and shall continue thereafter for the duration of the existence of the Master Association.

### 3.3 Powers of the Master Association.

The Association shall have all the powers, rights and duties as set forth in this Declaration and the Articles. All the powers, rights and duties of the Master Association shall be exercised by the Board of Directors, except that the Board of Directors may not act on behalf of the Master Association to:

1. Amend the Declaration;
2. Terminate the Association or this Declaration;
3. Elect Directors to the Board, except prior to Turnover;
4. Determine the qualifications, powers and duties or terms of office of Directors after Turnover.
5. Mortgage the Common Property.

The foregoing matters shall be subject to the approval of the Voting Members holding the requisite number of votes. Nothing contained in this section shall be deemed to require the approval of the Voting Members with respect to rights reserved to Declarant to amend the Declaration or elect the Directors to the Board prior to Turnover.

### 3.4 Amplification.

The provisions of this Article are amplified by the Association's Articles and Bylaws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Article. Declarant intends the provisions of this Declaration and the Articles and Bylaws to be interpreted and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results, however, the Declarant intends the provisions of this Declaration to control anything in the Articles and Bylaws to the contrary.

### 3.5 General Matters.

When reference is made herein, or in the Articles, Bylaws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members represented at a duly constituted meeting of their Voting Members voting for them (i. e., one for which proper notice has been given and at which a quorum exists) and not of the Members themselves or of their Parcels.

## ARTICLE 4.

### COMMON PROPERTY; CERTAIN EASEMENTS; COMMUNITY SYSTEMS

#### 4.1 Members' Easements.

Except for Limited Common Property as herein specified, each Member, and each Member's Permittee, shall have a non-exclusive permanent and perpetual easement over and upon the Common Property for the intended use and enjoyment thereof in common with all other such Members, Member's Permittees, their agents and invitees, but in such manner as may be regulated by the Master Association. Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

(a) The right and duty of the Master Association to levy assessments against each Parcel for the purpose of maintaining the Common Property and any facilities located thereon in compliance with the provisions of this Declaration and/or as set forth on the Plats of portions of the Property from time to time recorded.

(b) The right of the Master Association to suspend the Member's (and his Member's Permittees') right to use the Common Property recreational facilities (if any) for any period during which any assessment against its Parcel remains unpaid for more than thirty (30) days; and for a period not to exceed sixty (60) days for any infraction of this Declaration or the Master Association's lawfully adopted rules and regulations.

(c) The right of the Master Association to charge reasonable admission and other fees for the use of any recreational facilities, owned by the Association, situated on the Common Property.

(d) The right of the Master Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Property and all facilities at any time situated thereon, including the right to fine Members as hereinafter provided. Any rule and/or regulation so adopted by the Master Association shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(e) The right to the use and enjoyment of the Common Property and facilities thereon shall extend to all Members' Permittees, subject to regulation from time to time by the Master Association as set forth in its lawfully adopted and published rules and regulations.

(f) The right of Declarant to permit such persons as Declarant shall designate to use the Common Property and all recreational facilities located thereon (if any).

(g) The right of Declarant and the Master Association to have, grant and use blanket and specific easements over, under and through the Common



Property. The right of the Master Association to dedicate or convey portions of the Common Property to any other association having similar functions, or any public or quasi-public agency, the Community Development District or similar entity under such terms as the Master Association deems appropriate and to create or contract with the other association, community development and special taxing districts for lighting, roads, recreational or other services, monitoring, or communications and other similar purposes deemed appropriate by the Master Association (to which such dedication or contract all Owners, by the acceptance of the deeds to their Parcels, shall be deemed to have consented, no consent of any other party, except Declarant, being necessary).

(h) The right of the Association to mortgage the Common Property with the consent of the Owners holding two thirds of the votes cast in person or by proxy at a meeting at which a quorum is present.

(i) The rights of the Declarant to withdraw portions of the Common Property as provided in Section 2.3 above.

(j) The easements set forth in any recorded instrument affecting the Property subject to this Declaration.

(k) The right of the Board of Directors of the Association to adopt rules and regulations in connection with the Property and Common Property. The initial rules are set forth in Exhibit E.

(l) The right of the Board of Directors of the Association to enter into agreements with the Community Development District to maintain certain facilities or improvements owned by the Community Development District within the Emerald Lakes Community on such terms and conditions as the parties may reasonably agree.

#### 4.2 Easements Appurtenant.

The easements provided in Section 4.1 shall be appurtenant to and shall pass with the title to each Parcel, but shall not be deemed to grant or convey any ownership interest in the Common Property subject thereto.

#### 4.3 Maintenance.

Subject to the right of the Declarant, the Master Association shall maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Property and, to the extent not otherwise provided for, the paving, drainage structures, landscaping, improvements and other structures (except facilities which are the maintenance responsibility of the CDD, except public utilities, except Community Systems to the extent same have not been made Common Property and except the Limited Common Property designated to be maintained by Owners) situated on the Common Property, if any, all such work to be done as ordered by the Board of Directors of the Master Association. Without limiting the generality of the

foregoing, the Master Association shall assume all of Declarant's and its affiliates' responsibilities to the County, the CDD, and any other developer who may have constructed facilities which are Common Property and its and their governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Common Property and shall indemnify and hold Declarant and its affiliates harmless, and such other developers within the Property, with respect thereto in the event of the Master Association's failure to fulfill those responsibilities. All work pursuant to this Section and all expenses incurred or allocated to the Master Association pursuant to this Declaration shall be paid for by the Master Association through assessments (either general or special) imposed in accordance herewith. The Master Association, on behalf of itself, shall have the power to incur, by way of contract or otherwise, expenses general to all or applicable portions of the Property, or appropriate portions thereof, and the Master Association shall then have the power to allocate portions of such expenses among the Master Association or Districts, based on benefit and based on such formula as may be adopted by the Master Association or as otherwise provided in this Declaration or any Supplemental Declaration. The portion so allocated to the Master Association shall be deemed a general expense thereof, collectible through its own assessments. No Owner may waive or otherwise escape liability for assessments by non-use (whether voluntary or involuntary) of the Common Property or abandonment of the right to use the Common Property. Without limiting the generality of the foregoing, the Master Association shall assume all of Declarant's and Declarant's affiliates' and any other developer within the Property who constructs and installs facilities which are deemed Common Property responsibility to the County and their governmental and quasi-governmental subdivisions of any kind with respect to the Common Property maintained by it and shall fully indemnify and hold Declarant (and its affiliates), and such other developers within the Property the CDD and the County (and their governmental and quasi-governmental subdivisions of any kind), and the parties joining herein harmless with respect thereto.

#### 4.4 Street Lights.

Except to the extent that street lights are maintained by CDD, or its successor or assign, the Master Association shall be responsible for the operation, maintenance, repair of all replacements of street lighting fixtures, installations and equipment serving the Common Property (solely or primarily) maintained by the Master Association, even if same are located within the Common Property within a District (and said fixtures, installations and equipment shall be deemed Common Property for the aforesaid purposes). In the event of doubt as to whether any particular street lighting serves the Common Property solely or primarily, the decision of the Board of Directors in such regard shall be final and conclusive.

#### 4.5 Easements for Vehicular Traffic.

In addition to the general easements for use of the Common Property reserved herein, there shall be, and Declarant hereby reserves and covenants for itself and all future Owners of Parcels within the Property, that each and every Owner, and Declarant, shall have a non-exclusive easement appurtenant for vehicular traffic over any

private streets within the Common Property, subject to the parking restrictions set forth herein.

4.6 Utility and Community Systems Easements.

Use of the Common Property for utilities and Community Systems, as well as use of the other utility easements as shown on relevant Plats, shall be in accordance with the applicable provisions of this Declaration and said Plats. Declarant and its affiliates and its and their designees have reserved a perpetual easement over, upon and under the Common Property and the unimproved portions of the Parcels for the installation, operation, maintenance, repair, replacement, alteration and expansion of Community Systems and other utilities.

4.7 Public Easements.

Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Property in the performance of their respective duties.

4.8 Ownership of Common Property.

The Common Property from time to time designated herein or by Supplemental Declaration is hereby dedicated non-exclusively to the joint and several use, in common, of Declarant, and the Owners of all Parcels that may from time to time constitute part of the Property and all Member's Permittees and Declarant's tenants, guests and invitees, all as provided and regulated herein or otherwise by the Master Association, subject to Section 2.3 hereof. The Common Property (or appropriate portions thereof) shall, at Declarant's sole option, be conveyed by quit claim deed (free and clear of monetary liens and encumbrances, but subject to such reserved easements as Declarant determines are necessary or convenient) to the Master Association, which shall be deemed to have automatically accepted such conveyance. Beginning from the date this Declaration is recorded, the Master Association shall be responsible for the maintenance, insurance and administration of such Common Property (whether or not then conveyed or to be conveyed to the Master Association), all of which shall be performed in a continuous and satisfactory manner without cost to the general taxpayers of the County. It is intended that any and all real estate taxes and assessments assessed against the Common Property shall be (or have been, because the purchase prices of the Parcels have already taken into account their proportionate shares of the values of the Common Property), proportionally assessed against and payable as part of the taxes of the applicable Parcels within the Property. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Property, the Master Association shall be responsible for the payment (subject to protest or appeal before or after payment) of same, including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date this Declaration is recorded, and such taxes shall be prorated between Declarant and the Master Association as of the date of such recordation.

Declarant and its affiliates shall have the right from time to time to enter upon the Common Property and other portions of the Property (including, without limitation, Parcels) for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any improvements or facilities on the Common Property or elsewhere on the Property that Declarant and its affiliates or designees elect to effect, and to use, without charge, the Common Property and other portions of the Property for sales, displays and signs or for any other purpose during the period of construction and sale of any portion thereof or of other portions of adjacent or nearby property. Without limiting the generality of the foregoing, Declarant and its affiliates shall have the specific right to maintain upon any portion of the Property sales, administrative, construction or other offices and appropriate exclusive and nonexclusive easements of access and use are expressly reserved unto Declarant and its affiliates, and its and their successors, assigns, employees and contractors, for this purpose. Any obligation (which shall not be deemed to be created hereby) to complete portions of the Common Property shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, Declarant shall not be liable for delays in such completion to the extent resulting from the need to complete any of the above-referenced activities prior to such completion. There shall be no absolute liability imposed on Owners from damage to Common Property in the Emerald Lakes Community.

#### 4.9 Community Systems.

Declarant reserves for itself its officers, employees, agent, invites, contractors and subcontractors, successors and assigns, and grants to the Association, a perpetual non-exclusive easement for ingress and egress over, across and under the Common Property and the rights of way of all publicly dedicated streets for the installation, repair, operation and maintenance of all Community Systems. Declarant further reserves unto itself and any successors or assigns to which it assigns, in whole or in part, the rights as Declarant, to select, in its sole discretion, the service providers for any and all Community Systems to serve the Parcels as Developer may deem appropriate and further reserves the right to assign or grant to such exclusive service providers the exclusive, perpetual right to install, maintain, repair, replace and/or reconstruct all lines, equipment and facilities relating, directly, or indirectly, to such services and Community Systems, as is from time to time permitted by applicable law. The Master Association and each owner of a Parcel, by virtue of the Parcel being subjected to this Declaration, hereby consents to any such determination by Declarant, the results of which may include payment for such services pursuant to agreement through assessments levied against the Parcels. In addition, Declarant shall have the right, but not the obligation, to convey, transfer, sell or assign all or any portion of the Community Systems located within the Property, or all or any portion of the rights, duties or obligations with respect thereto, to a service provider, the Master Association or any other person or entity (including an Owner, as to any portion of a Community System located on/in his Parcel) or to continue to own such portion of the Community Systems itself. Without limiting the generality of any other provision hereof, if and when any of the aforesaid entities receives such a conveyance, sale, transfer or assignment, such entity shall automatically be deemed vested with such rights of

Declarant with regard thereto as are assigned by Declarant in connection therewith. Provided, however, that if the Master Association is the applicable entity, then any Community Systems or portions thereof shall be deemed Common Property hereunder and the Master Association's rights, duties and obligations with respect thereto shall be the same as those applicable to other Common Property unless otherwise provided by Declarant. Any conveyance, transfer, sale or assignment made by Declarant pursuant to this Section, (i) may be made with or without consideration, which consideration may be retained by the Declarant), (ii) shall not require the consent or approval of the Master Association or any Owner and (iii) if made to the Master Association, shall be deemed to have been automatically accepted (with all rights, duties, obligations and liabilities with respect thereto being deemed to have been automatically assumed, including without limitation the obligation to pay all applicable costs associated therewith). If the assignee is a service provider, the Declarant shall insure that service provider shall be required to provide competitive Community Services to the Property, at rates comparable or less than market rates and service charges in the aggregate for similar service providers. Provided however, the Declarant shall be entitled to receive, and shall be entitled to retain, any rebate, credit, fee or incentive relation to the installation, operation or provision of any Community System. No Owner shall avoid liability for the charges associated with the Community systems and Services by electing not to utilize the Community Systems or Services.

#### 4.10 Re-Use Water.

At such times as re-use water is available to the Property, Declarant or Master Association will be required to use such re-use water for irrigation. All Owners hereby understand and agree that they will comply with all applicable governmental regulations and hereby indemnify and hold Declarant harmless therefrom and from any and all claims, loss, damage or liability arising from or in connection with installation, distribution and use of such re-use water.

#### 4.11 Assignment of Rights and Obligations of Association.

It is understood and acknowledged that Declarant has formed the CDD in accordance with Florida Statutes to perform and finance certain on-site and off-site development improvements and to maintain such improvements, all as set forth in the CDD documents. In such event, Declarant and Association may, but are not obligated to, assign certain rights and duties under this Declaration relating to the Common Property to the CDD. Upon such assignment the Declarant and Association shall record in the public records of the County a Supplemental Declaration specifying these rights, duties and obligations assigned to the CDD. Further, it is understood and agreed that the Association and the governing board of the CDD may enter into such agreements for maintenance and access as permitted by applicable law.

4.12. **Effect of Dissolution of Master Association.** Notwithstanding anything in this Section, this Declaration or the Articles of Incorporation or Bylaws to the contrary, no merger, consolidation or

dissolution of the Master Association which affects Owners' easements in and to the Common Areas shall be effective without the approval of two-thirds (2/3) of the votes for each class of membership in the Master Association. Upon any such dissolution of the Master Association, its assets shall be conveyed to a similar association or appropriate public agency, having a purpose or purposes similar to those of the Master Association.

## **ARTICLE 5.**

### **MAINTENANCE OF UNITS, LOTS AND PARCELS**

#### **5.1     Obligations.**

Unless required to be maintained by a condominium association or other property owners association within the Property formed to maintain all or a portion of a Parcel, the Owner of a Parcel shall maintain all exterior surfaces and roofs, fasciae and soffits of the structures (including the Unit) and other improvements located on the Parcel (including driveway and sidewalk surfaces and the portion of the right of way lying between the extensions of the side Lot lines and the paving of the road as well as any portion of land lying between the Owner's Lot line and the edge of water in any lake) in a neat, orderly and attractive manner. The aforesaid maintenance shall include maintaining screens (including screen enclosures), windows and doors (including the wood and hardware of sliding glass doors). The minimum (though not sole) standard for the foregoing shall be consistency with the general appearance of the Improvements as initially constructed and otherwise improved (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness). The Owner shall clean, repaint or restain, as appropriate, the exterior portions of each Unit (with the same colors as initially used on the Unit), as often as is necessary to comply with the foregoing standards.

#### **5.2     Right of Entry.**

In addition to such other remedies as may be available under this Declaration, in the event that an Owner fails to maintain its Parcel, the Master Association shall have the right to enter upon the Parcel in question and perform such duties; provided, however, that such entry shall be during reasonable hours and only after five (5) days' prior written notice. The Owner having failed to perform its maintenance duties shall be liable to the Master Association for the costs of performing such remedial work and shall pay a surcharge of not more than thirty five percent (35%) of the cost of the applicable remedial work, all such sums being payable upon demand and to be secured by the lien provided for in Article 7 hereof. No bids need be obtained for any of the work performed pursuant to this Article and the person(s) or company performing such work may be selected by the Master Association in its sole discretion. There is hereby created an easement in favor of the Master Association, and its applicable designees over each Parcel for the purpose of entering onto the Parcel in the performance of the work herein described, provided that the notice requirements of this Article are complied with.

**ARTICLE 6.**  
**CERTAIN USE RESTRICTIONS**

**6.1     Applicability.**

The provisions of this Article 6 shall be applicable to all of the Property but shall not be applicable to Declarant or any of its designees or to Parcels, or other property owned by Declarant or its designees.

**6.2     Uses of Parcels.**

All Parcels (and appurtenant Common Property) shall be used for the general purposes for which they are designed and intended and at all times used, operated and maintained in accordance with applicable zoning and other requirements, conditions and restrictions applicable to same (including, without limitation, any deed or lease of the Parcel from the Declarant, as same may be amended from time to time) or Parcel owned by the Declarant may be converted for use as a road to provide access to lands within or without the Property.

**6.3     Lot Resubdivision.**

No Lot shall be further subdivided, replatted or separated into smaller Lots by any Owner without the prior written consent of Declarant prior to Turnover, which consent may be withheld for any reason whatsoever, and after Turnover, without the prior written consent of the Master Association, which consent may be withheld for any reason whatsoever. Provided this restriction shall not prohibit corrective deeds or similar corrective instruments. The Declarant has the right to reconfigure Lots or modify subdivision plats of the Property if Declarant owns all the land within the legal description of the Property to be subjected or if all Owners of land which is included within the portion of the Property so modified or subdivided, consent to such modification or subdivision.

**6.4     Easements**

Easements for the installation and maintenance of utilities and Community Systems are reserved as shown on the recorded Plats covering the Property and/or as provided herein. The appropriate water and sewer authority, electric utility company, telephone company, the Master Association, and Declarant and its affiliates, and their respective successors and assigns, shall have a perpetual easement for, but no obligation for, the installation and maintenance of all underground, of water lines, sanitary sewers, storm drains, and electric, telephone and Community System lines, cables and conduits, under and through the utility easements as shown on the Plats.

**6.5     Nuisances.**

Nothing shall be done or maintained on any Parcel which may be or become an annoyance or nuisance to the occupants of other Parcels. Any activity on a Parcel which interferes with television, cable or radio reception on another Parcel shall be

deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

6.6 Oil and Mining Operation.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the Property subject to these restrictions.

6.7 Parking and Vehicular Restrictions.

Parking in or on the Common Property or on any Parcel shall be restricted to the parking areas therein designated for such purpose. No person shall park, store or keep on any portion of the Common Property, Lot or Parcel any large commercial type vehicle (for example, dump truck, motor home, trailer, cement mixer truck, oil or gas truck, delivery truck, truck, van or other work vehicle which has commercial lettering on the exterior etc.), nor may any person keep any other vehicle on the Common Property, Lot or Parcel which is deemed to be a nuisance by the Board. The Committee shall promulgate rules for the parking and storage of boats, boat trailers or other water crafts, campers, trailers or other recreational vehicles. No trailer, camper, motor home or recreation vehicle shall be used as a residence, either temporarily or permanently, or parked on the Common Property, Lot or Parcel. No person shall conduct major repairs (except in an emergency) or major restorations of any motor vehicle, boat, trailer, or other vehicle upon any portion of the Common Property, Lot or Parcel. All vehicles will be subject to height, width and length restrictions and other rules and regulations now or hereafter adopted. The decision of Declarant to assign specific parking spaces within the Common Property to designated companies or persons, or for specified uses, shall be final, binding and conclusive.

6.8 Exterior Antennas.

To the extent permitted by law, no exterior antennas, satellite dishes or similar equipment shall be permitted on any portion of the Property or Improvement thereon, except that Declarant and its affiliates shall have the right to install and maintain Community Systems. In all events any antenna, satellite dish or similar equipment shall be subject to architectural control under Article 8, to the extent permitted by law.

6.9 Renewable Resource Devices.

Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that same shall be installed only in accordance with the reasonable standards adopted from time to time by the Architectural Control Committee and



with such Board's approval. Such standards shall be reasonably calculated to maintain the aesthetic integrity of the Property without making the cost of the aforesaid devices prohibitively expensive.

6.10 Signs.

No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of a Parcel or the Common Property without the prior written consent of the Architectural Control Committee, except signs, regardless of size, used by Declarant, its successors or assigns, including builders, for advertising during the construction, sale and leasing period.

6.11 Animal Restriction.

No animals, livestock, reptiles or poultry of any kind shall be raised, bred, or kept on or in any Common Property or on or in any Parcel except four (4) dogs and (2) indoor cats. No dog, cat or other pet may run loose (unleashed) on Common Property, and pets may be walked only in areas designated for such purpose by the Master Association, if any. Specific rules and regulations which are more restrictive regarding pets may be adopted pursuant to a Supplemental Declaration or by the Association in its rules and regulations.

Provided however, the Master Association is not required to take legal action in order to enforce this provision. The Master Association may, in its sole discretion, determine to permit certain matters to be determined by and among the Owners.

6.12 Trash.

No rubbish, trash, garbage or other waste material shall be kept or permitted on Common Property except in containers located in appropriate areas, if any, and no odor shall be permitted to arise therefrom so as to render Common Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, except within an enclosed structure appropriately screened from view erected for that purpose, if any, and otherwise in accordance with the approval of the Committee.

6.13 Temporary Structures.

Except as may be used or permitted by the Declarant during periods of construction, renovation, marketing and sales, no structure of a temporary nature (including, without limitation, trailers, tents, shacks or mobile offices) shall be located or used within the Property.

6.14 Mailbox.

No mail box or paper box or other receptacle of any kind for use in delivery of mail, newspapers or magazines may be erected or located on any Parcel without the approval of the Committee.

6.15 Hazardous Materials.

No hazardous or toxic materials or pollutants shall be maintained, stored, discharged, released or disposed of on or under the Property except in strict compliance with applicable statutes, rules and regulations. Fuel or gas storage tanks or other flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used in the Property only in strict compliance with manufacturer's directions and applicable safety laws and codes.

6.16 Mobile Homes, Trailers.

Except during the period of emergency, construction and sales and marketing of the New Construction, no mobile home or trailer shall be erected or placed upon any Parcel. During the period of emergency, construction and sales and marketing of the New Construction, the erection or placement of any mobile home or trailer shall be subject to the prior written approval of Declarant, its successors and assigns, which approval may be withheld for any reason whatsoever or approved subject to conditions.

6.17 Variances.

The Board of Directors of the Master Association shall have the right and power to grant variances from the provisions of this Article and from the Master Association's rules and regulations for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article in any instance in which such variance is not granted.

6.18 Access.

Owners shall allow the Board of Directors or the agents, contractors or employees of the Association to enter upon any Lot for the purpose of maintenance, inspection, repair or replacement of the improvements upon the Lot, or in the case of emergency, for any lawful purpose, or to determine compliance with this Declaration.

6.19 Declarant Exemption.

In order that the development of the Property may be undertaken and the Property established as a fully occupied community, no Owner, nor the Master Association shall do anything to interfere with Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration shall be understood or construed to:

- (a) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing on any property owned by them whatever they determine to be necessary or advisable in connection with the completion of the development of the Property, including without limitation, the alteration of its construction plans and designs as Declarant deems advisable in the course of development (all models or sketches showing plans for future development of the Property, as same may be expanded, may be

modified by the Declarant at any time and from time to time, without notice);  
or

(b) Prevent Declarant, its successors or assigns, or its or their contractors, subcontractors or representatives, from erecting, constructing and maintaining on any property owned or controlled by Declarant, or its successors or assigns or its or their contractors or subcontractors, such structures including sales and/or construction trailers as may be reasonably necessary for the conduct of its or their business of completing said development and establishing the Property as a community and disposing of the same by sale, lease or otherwise;  
or

(c) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from conducting on any property owned or controlled by Declarant, or its successors or assigns, its or their business of developing, subdividing, grading and constructing improvements in the Property and of disposing of Lots, Units and/or Parcels therein by sale, lease or otherwise;  
or

(d) Prevent Declarant, its successors or assigns, from determining in its sole discretion the nature of any type of improvements to be initially constructed as a part of the Property; or

(e) Prevent Declarant, its successors or assigns or its or their contractors or subcontractors, from maintaining such sign or signs on any property owned or controlled by any of them as may be necessary in connection with the operation of any Parcels owned by Declarant (its successors or assigns) or the sale, lease or other marketing of Lots, Units and/or Parcels, or otherwise from taking such other actions deemed appropriate; or

(f) Prevent Declarant, or its successors or assigns from filing Supplemental Declarations which modify or amend this Declaration, or which add or withdraw additional property as otherwise provided in this Declaration; or

(g) Prevent Declarant from modifying, changing, re-configuring, removing or otherwise altering any improvements located on the Common Property.

In general, the Declarant shall be exempt from all restrictions set forth in this Declaration to the extent such restrictions interfere in any manner with Declarant's plans for construction, development, use, sale or other disposition of the Property, or any part thereof.

## **ARTICLE 7.**

### **COVENANT FOR MAINTENANCE ASSESSMENTS**

#### **7.1 Creation of the Lien and Personal Obligation for Assessments.**

Except as provided elsewhere herein, Declarant (and each party joining in any Supplemental Declaration), for all Parcels now or hereafter located within the Property, hereby covenants and agrees, and each Owner of any Parcel by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Master Association annual assessments and charges for the operation of, and for payment of expenses allocated or assessed to or through the Master Association, of and for the maintenance, management, operation and insurance of the Common Property (including, without limitation if delegated to the Association, the Stormwater Management System) and the Master Association and any applicable Community Systems as provided elsewhere herein, including such reasonable reserves as the Master Association may deem necessary, capital improvement assessments, as provided in Section 7.5 hereof, special assessments as provided in Section 7.4 hereof, as may be agreed to by and between the Master Association and the CDD for the maintenance and operation of certain improvements owned by the CDD and all other charges and assessments hereinafter referred to or lawfully imposed by or on the Master Association, all such assessments to be fixed, established and collected from time to time as herein provided. In addition, special assessments may be levied against particular Owners and Parcels for fines, expenses incurred against particular Parcels and/or Owners to the exclusion of others and other charges against specific Parcels or Owners as contemplated in this Declaration. The annual, special and other assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Parcel against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due and all subsequent Owners until paid, except as provided in Section 7.10 below. Reference herein to assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

## 7.2 Rates of Assessments.

For the purposes hereof each Parcel which is intended to be developed with a single-family detached dwelling shall constitute one (1) Assessment Unit. In the event that apartments are developed within the Property which are leased to residents and owned by a single person or entity, the apartments shall each constitute 1/2 Assessment Unit and the Owner of the Apartment Parcel shall pay an annual assessment based upon such pro ration. In the event that fee simple attached multifamily dwellings are developed within the Property which are to be sold on a fee simple basis, each multi-family dwelling and its Owner shall be obligated to pay an amount equal to  $\frac{3}{4}$  Assessment Unit. In the event of any dispute as to the allocation of assessments, the determination of the Board of the Master Association shall be binding and dispositive. Declarant may modify such formula with respect to future Parcels in the Supplemental Declaration bringing such Parcels under the provisions hereof in order to account for unforeseen changes in development plans and to maintain an equitable system of Assessment allocation. To the extent that Property to be developed for non-residential uses may be subjected to this Declaration, the Supplemental Declaration shall set forth the equivalent

Assessment Units for each such use. The Board of Directors shall budget and adopt assessments for the Master Association's general expenses and for those expense items associated with any Limited Common Property (which may be declared hereby or in any Supplemental Declaration by the Declarant alone, and the expenses attributable to same shall be borne solely by those persons entitled to use of the Limited Common Property, as District Assessments unless otherwise provided herein or in such Supplemental Declaration).

### 7.3 Purpose of Assessments.

The annual assessments levied by the Master Association shall be used for the purposes expressed in Section 7.1 above and for such other purposes as the Master Association shall have within its powers and from time to time elect to undertake.

### 7.4 Special Assessments.

In addition to the annual and capital improvement assessments which are or may be levied hereunder, the Master Association (through the Board of Directors) shall have the right to levy special assessments against an Owner(s) to the exclusion of other Owners (a) for the repair or replacement of damage to any portion of the Common Property (including, without limitation, improvements and landscaping thereon) caused by the misuse, negligence or other action or inaction of an Owner or his Member's Permittee ((b) for the costs of work performed by the Master Association in accordance with Article 5 of this Declaration (together with any surcharges collectible thereunder), (c) to obtain funds for a specific purpose(s) which is of a nonrecurring nature, for which no reserve funds (or inadequate reserve funds) have been collected or allocated, and which is not the appropriate subject of a capital improvement assessment. Any such special assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing and foreclosure procedures and late charges and interest. Any special assessment levied hereunder shall be due within the time specified by the Board of Directors in the action imposing such assessment or may be of an ongoing nature, as provided in Article 5 hereof.

### 7.5 Capital Improvements.

Funds which, in the aggregate, exceed the lesser of \$50,000.00 or 10% of the total amount of the current operating budget of the Master Association in any one fiscal year which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance, including repairs and replacement per Article 10 hereof) relating to the Common Property and which have not previously been collected as reserves or are not otherwise available to the Master Association (other than by borrowing) shall be levied by the Master Association as assessments only upon approval of a majority of the Board of Directors of the Master Association and upon approval by two-thirds (2/3) favorable vote of the Members of the Master Association. The costs of any of the aforesaid work which are less than the above-specified threshold amount shall be collected as general or special assessments upon approval of a majority of the Master Association's Board of Directors.

#### 7.6 Parcel Assessments.

The Association may, by a majority vote of the Board of Directors, from time to time, levy a Parcel Assessment against a particular Parcel and its Owner for the purpose of defraying, in whole or in part, the cost of any repairs, maintenance or restoration, as provided herein, for the construction, reconstruction and repair of such Parcel, which is caused by the acts or omissions of the Owner, or such Owner's agent, family or invitee.

#### 7.7 District Assessments.

In the event the Declarant determines to provide Improvements or services which serve some Owners to the exclusion of others and therefore designate a District, these benefiting from such additional Improvements or services shall be assessed the cost thereof by the Association. The Board of Directors shall prepare a budget for such costs and shall designate the Parcels which shall be subject to payment of the District Assessments therefor.

#### 7.8 Date of Commencement of Annual Assessments: Due Dates.

The annual assessments provided for in this Article shall commence on the first day of the month next following the later of the date of (i) recordation of this Declaration or (ii) the date of the first certificate of occupancy for a Unit within the Property, but in no event later than \_\_\_\_\_, and shall be applicable through December 31 of such year. Each subsequent annual assessment shall be imposed for the year beginning January 1 and ending December 31. The annual assessments shall be payable in advance in monthly installments, or in annual, semi-or quarter-annual installments if so determined by the Board of Directors of the Master Association (absent which determination they shall be payable monthly). The assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated or from any other assessment that is in the future adopted. The original assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, at any appropriate time during the year), but the amount of any revised assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year. The due date of any special assessment or capital improvement assessment shall be fixed in the Board resolution authorizing such assessment. District Assessments shall commence as of the date set forth in the Supplemental Declaration creating the District.

#### 7.9 Duties of the Board of Directors.

The Board of Directors of the Master Association shall fix the date of commencement and the amount of the assessment against the Parcels subject to the Master Association's jurisdiction for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Parcels and assessments applicable thereto which shall be kept in the office of the Master Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject

thereto twenty (20) days prior to payment of the first installment thereof, except as to special assessments. In the event no such notice of the assessments for a new assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period; until changed in the manner provided for herein. The Master Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of Declarant) for management services, including the administration of budgets and assessments as herein provided. The Master Association shall have all other powers provided in its Articles of Incorporation and Bylaws.

7.10 Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Master Association.

If the assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Parcel which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided herein to the contrary, the personal obligation of an Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both. If any installment of an assessment is not paid within fifteen (15) days after the due date, at the option of the Master Association, a late charge not greater than the amount of such unpaid installment may be imposed; provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges. Provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid or the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full and all such sums shall bear interest from the dates when due until paid at the highest lawful rate (or, if there is no highest lawful rate, 18% per annum). The Master Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as herein above provided for) against the Parcel on which the assessments and late charges are unpaid, may foreclose the lien against the Parcel on which the assessments and late charges are unpaid, may, to the extent permitted by applicable law then in effect, suspend the voting rights of the Owner during the period of any and all delinquencies or may pursue one or more of such remedies at the same time or successively. Attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in such action shall be added to the amount of such assessments, late charges and interest secured by the lien. In the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred, whether incurred before, or at trial, on appeal, in post judgment collection or in bankruptcy, together with the costs of the action. In the case of an acceleration of the next twelve (12) months' of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current

delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Parcel whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and special assessments against such Parcel shall be levied by the Master Association for such purpose. In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring title to or an interest in a Parcel as to which the assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such Parcel or the enjoyment of the Common Property until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid. Provided, however, that the provisions of this Section shall not be applicable to the mortgagees and purchasers contemplated by Section 7.12 below. All assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Master Association.

It shall be the legal duty and responsibility of the Master Association to enforce payment of the assessments hereunder. Failure of a collecting entity to send or deliver bills or notices of assessments shall not, however, relieve Owners from their obligations hereunder.

The Master Association shall have such other remedies for collection and enforcement of assessments as may be permitted by applicable law. All remedies are intended to be, and shall be, cumulative.

Unless provided for in a Mortgage on a Parcel, failure to pay assessments does not constitute a default under a Mortgage.

#### 7.11 Subordination of the Lien

The lien of the assessments provided for in this Article shall be subordinate to real property tax liens and the lien of any first Mortgage; provided, however, that any such Mortgagee when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such Mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or Mortgagee, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Parcel by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against all Parcels subject to assessment by the Master Association, including the Parcels as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

#### 7.12 Collection of Assessments.

In the event that at any time the collection of assessments levied pursuant hereto is made by an entity other than the Master Association, all references herein to collection (but not necessarily enforcement) by the Master Association shall be deemed to refer to the other entity performing such collection duties and the obligations of Owners to



pay assessments shall be satisfied by making such payments to the applicable collecting entity. No Mortgagee shall be required to collect Assessments.

#### 7.13 Declarant's Assessments.

Notwithstanding anything herein to the contrary, Declarant shall have the option, in its sole discretion, to (i) pay assessments on the Parcels owned by it, (ii) pay assessments only on certain designated Parcels (e. g., those under construction or those containing a Unit for which a certificate of occupancy has been issued) or (iii) not pay assessments on any Parcels and in lieu thereof fund any resulting deficit in the Master Association's operating expenses not produced by assessments receivable from Owners other than Declarant and any other income receivable by the Master Association. The deficit to be paid under option (iii), above, shall be the difference between (a) actual operating expenses of the Master Association (exclusive of capital improvement costs and reserves) and (b) the sum of all monies receivable by the Master Association (including, without limitation, assessments, interest, late charges, fines and incidental income) and any surplus carried forward from the preceding year(s). Declarant may from time to time change the option under which Declarant is making payments to the Master Association by written notice to such effect to the Master Association. If Declarant at any time elects option (ii), above, it shall not be deemed to have necessarily elected option (i) or (iii) as to the Parcels which are not designated under option (ii). When all Parcels within the Property are sold and conveyed to purchasers, neither Declarant nor its affiliates shall have further liability of any kind to the Master Association for the payment of assessments, deficits or contributions.

#### 7.14 Master Association Funds.

The portion of all regular assessments collected by the Master Association for reserves for future expenses, and the entire amount of all special and capital assessments, shall be held by the Master Association and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

#### 7.15 Working Capital Contribution.

Each purchaser may be required to make a one-time working capital contribution to the Master Association as established by the Declarant or the Master Association which may be used for additional capital improvements or services which were not included in the original budget categories and may be used by the Declarant to fund the operating deficit.

#### 7.16 Exemption from Assessment.

Lands owned in fee by the CDD or the County are exempt from assessments as set forth in this Article 7.

### **ARTICLE 8.**

## **ARCHITECTURAL CONTROL; GENERAL POWERS**

### **8.1 Members of Committee.**

The Architectural Control Committee, sometimes referred to in this Declaration as the "Committee", shall consist of at least three (3) members and not more than seven (7) members. The initial members of the Committee shall consist of persons designated by Declarant. Each of the initial members shall hold office until all Parcels and improvements planned for the Property have been constructed and conveyed (if appropriate), or sooner, at the option of Declarant. Thereafter, each new member of the Committee shall be appointed by the Board of Directors and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the Committee (other than those appointed or designated by the Declarant) may be removed by the Board of Directors at any time without cause. Members of the Committee appointed or designated by the Declarant may only be removed by the Declarant. The Architectural Control Committee may be divided into two (2) committees for the purpose of approving New Construction and Modifications, at the discretion of Declarant prior to Turnover, and at the discretion of the Board of the Directors of the Master Association, subsequent to Turnover. Any rights to approve New Construction and Modifications held by Declarant, more particularly described in Section 8.3 hereafter, shall not be subject to review by the Committee.

### **8.2 Review of Proposed Construction.**

Subject to Sections 8.3 and 8.10 below, no building, fence, wall, shed or temporary structure or other structure or improvement (including, but not limited to, landscaping, [including hedges], swimming pools, screen enclosures, hurricane protection, basketball hoops, birdhouses, other pet houses, swales, asphaltting or other improvements or changes of any kind, collectively, "Improvements") shall be commenced, altered, painted, erected or maintained in the Property, nor shall any addition, change or alteration (including paint or exterior finishing) visible from the exterior of any Unit be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other improvements, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, the Committee. The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby, in the locations indicated, will not be detrimental to the appearance of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and landscaping and is otherwise desirable and is in accordance with the Architectural Guidelines adopted by the Committee from time to time. Each Owner, by acceptance of a deed for any Parcel, acknowledges that Architectural Guidelines may vary among the Parcels within the Emerald Lakes Community. If the proposed construction, alterations or additions are to common elements of a condominium, said approval shall also be subject to the prior approval of the applicable condominium

association. The Committee may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may charge an approval fee for such services, which may be modified from time to time. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Committee of all necessary and required plans and specifications, the Committee may postpone review of any plans submitted for approval. The Committee shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such 30-day period, said plans shall be deemed approved. All work done by a Member after receiving the approval of the Committee shall be subject to the inspection by, and final approval of, the Committee in accordance with its procedural rules adopted as herein provided. All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

#### 8.3 Declarant's Right to Approve Improvements.

Declarant currently holds the right to approve and may reserve the right to approve in the future, as to certain Parcels within the Property, the Improvements with respect to New Construction and Modifications. During the period that Declarant holds such rights to approve the Improvements, the provisions of Section 8.2 shall not apply to such Parcels. Declarant may, from time to time, assign to the Master Association its right(s) to approve the Improvements as to New Constructions, Modifications, or both, without the joinder or consent of the Master Association or any other party.

#### 8.4 Meetings of the Committee.

The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 8.9 hereof. In the absence of such designation, the vote of any two (2) members of the Committee shall constitute an act of the Committee.

#### 8.5 No Waiver of Future Approvals.

The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar

proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

#### 8.6 Compensation of Members.

The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder, or unless engaged by the Master Association in a professional capacity.

#### 8.7 Committee Rules.

The Committee shall adopt reasonable rules of procedure and standards for the submission and review of any matter to be brought before it and the inspection and final approval of any completed work done pursuant to an approval of the Committee. Such rules shall be (i) consistent with the covenants and restrictions set forth in this Declaration; (ii) published or otherwise made available to all Members and their contractors, subcontractors and other appropriate designees; and (iii) after the Declarant no longer has the right to appoint the members of the Committee, be subject to the prior approval of the Board. All rules of the Committee shall be adopted and/or amended by a majority vote thereof, provided that no amendment shall be applicable to any matter submitted to the Committee prior to the making of such amendment.

#### 8.8 Non-Liability.

Neither the Master Association, the Board of Directors, the Committee, the Declarant nor any member thereof, nor any duly authorized representative of any of the foregoing, shall be liable to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the Committee's duties hereunder. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the benefit or detriment which would result to the immediate vicinity and to the Property, generally. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, or warranty as to, any plan or design from the standpoint of structural safety or conformance with building or other codes. The approval of any proposed improvements or alterations by the Architectural Control Committee shall not constitute a warranty or approval as to, and neither the Master Association nor any member or representative of the Architectural Control Committee or the Board of Directors shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives,

Declarant and the Master Association generally, from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or alterations.

#### 8.9 Variance.

The Committee may authorize variances from compliance with any of the architectural control provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require, but only in accordance with its duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in this Declaration, or (iii) stop the Committee from denying a variance in other circumstances.

#### 8.10 Exemptions.

Declarant and its affiliates shall be exempt from the provisions hereof with respect to alterations and additions desired to be effected by any of them and shall not be obligated to obtain Committee approval for any construction or changes which any of them may elect to make at any time. Declarant, may in its sole discretion, elect to assign its exemption hereunder to builders designated by Declarant. Lands owned in fee by the CDD or the County are exempt from the requirements of review and approval of Improvements as set forth in this Article 8.

#### 8.11 Remedy for Violations.

In the event that any Improvement is constructed without first obtaining the approval of the Committee, or is not constructed in strict compliance with any approval given or deemed given by the Committee, or the provisions of this Article are otherwise violated, the Committee, as the authorized representatives of the Association, shall have the specific right to injunctive relief to require the Owner to stop, remove and alter any Improvements in order to comply with the requirements hereof or the Committee may pursue any other remedy available to it. In connection with this enforcement Section, the Committee shall have the right to enter into any Parcel and make any inspection necessary to determine that the provisions of this Declaration have been complied with. The failure of the Committee to object to any Improvement prior to its completion shall not constitute a waiver of the Committee's right to enforce this Article. The foregoing rights shall be in addition to any other remedy set forth herein for violations of this Declaration.

### **ARTICLE 9.**

#### **RULES; ENFORCEMENT**

### 9.1 Compliance by Owners.

Every Owner and Member's Permittee shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Master Association.

### 9.2 Enforcement.

Failure of an Owner or his Member's Permittee to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Master Association shall have the right, to the extent permitted by applicable law then in effect as to each of (i) — (iii), (i) to suspend the rights of use of Common Property (except for legal access) of defaulting Owners, (ii) to suspend the voting rights of the defaulting Owner and (iii) impose a lien against the Lot or Parcel owned by the offending Owner for the amount of fees, costs and/or fines which may be imposed against the offending Owner. The offending Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.

### 9.3 Fines.

In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Master Association, a fine or fines may be imposed upon an Owner for failure of an Owner or his Member's Permittees to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Master Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why a fine(s) should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Director's meeting. The Owner shall have a right to be represented by counsel and to cross examine witnesses.

(c) Amounts: The Board of Directors (if its or such panel's findings are made against the Owner) may impose fines against the Parcel owned by the Owner as follows:

(i) Non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00) per violation:

Second non-compliance and subsequent non-compliance, or a violation or violations which are of a continuing nature after notice thereof (even if in the first instance): a fine not in excess of One Hundred Dollars (\$100.00) per violation not to exceed a fine in excess of One Thousand Dollars (\$1,000.00) in the aggregate.

(ii) Provided however, to the extent that state law permits fines or aggregates to exceed those set forth herein, this Declaration shall be automatically amended to include such increase (without incorporating the statute).

(d) Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments, and the lien securing same, as set forth herein.

(f) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Master Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Master Association may otherwise be entitled to recover by law from such Owner.

#### 9.4 Initial Rules and Regulations.

Attached to this Declaration as Exhibit "D" are the initial rules and regulations of the Master Association which are incorporated into this Declaration by this reference and which may be modified, in whole or in part, at any time by the Board without the necessity of recording such new or modified rules and regulations in the public records.

### **ARTICLE 10.**

#### **DAMAGE OR DESTRUCTION TO COMMON PROPERTY**

##### 10.1 Damage or Destruction.

Damage to or destruction of all or any portion of the Common Property shall be addressed in the following manner, notwithstanding any provision in this Declaration to the contrary:

(a) In the event of damage to or destruction of the Common Property, if the insurance proceeds are sufficient to effect total restoration, then the Master Association shall cause such portions of the Common Property to be repaired and reconstructed substantially as it previously existed.

(b) If the insurance proceeds are within One Hundred Thousand Dollars (\$100,000.00) or less of being sufficient to effect total restoration of the Common Property, then the Master Association shall cause such portions of the Common Property to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a capital special (and not capital improvement) assessment against each of the Owners in pro rata shares in accordance with the provisions of Article 7 of this Declaration.

(c) If the insurance proceeds are insufficient by more than One Hundred Thousand Dollars (\$100,000.00) to effect total restoration of the Common Property, then by written consent or vote of a majority of the votes of each class of the Members voting at a duly noticed meeting at which a quorum is present, they shall determine, subject to Article 12 hereof, whether (1) to rebuild and restore the Common Property in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying capital improvement assessments against all Members, (2) to rebuild and restore in a way which is less expensive than replacing the Common Property in substantially the same manner as they existed prior to being damaged, or (3) subject to the approval of the Board, to not rebuild and to retain the available insurance proceeds.

(d) Each Member shall be liable to the Master Association for any damage to the Common Property not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of any Member or his Member's Permittees. Notwithstanding the foregoing, the Master Association reserves the right to charge such Member an assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Member. In the case of joint ownership of a Parcel, the liability of such Member shall be joint and several. The cost of correcting such damage shall be an assessment against the Member and may be collected as provided herein for the collection of assessments.

#### 10.2 Condemnation.

In the event all or part of the Common Property owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such Property.



## **ARTICLE 11.**

### **INSURANCE**

#### **11.1 Common Property.**

The Master Association shall keep all improvements, facilities and fixtures located within the Common Property insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles and normal exclusions for land, foundations, excavation costs and similar matters), and may obtain insurance against such other hazards and casualties as the Master Association may deem desirable. The Master Association may also insure any other property, whether real or personal, owned by the Master Association, against loss or damage by fire and such other hazards as the Master Association may deem desirable, with the Master Association as the owner and beneficiary of such insurance for and on behalf of itself and all Members. The insurance coverage with respect to the Common Property shall be written in the name of, and the proceeds thereof shall be payable to, the Master Association. Insurance proceeds shall be used by the Master Association for the repair or replacement of the Property for which the insurance was carried. Premiums for all insurance carried by the Master Association are common expenses included in the Annual Assessments made by the Master Association.

To the extent obtainable at reasonable rates, the insurance policy(ies) maintained by the Master Association shall contain provisions, or be accompanied by endorsements, for agreed amount and inflation guard, demolition costs, contingent liability from operation of building laws and increased costs of construction.

All insurance policies shall contain standard mortgagee clauses, if applicable. The Master Association shall also maintain flood insurance on the insurable improvements on the Common Property in an amount equal to the lesser of 100% of the replacement costs of all insurable improvements (if any) within the Common Property or the maximum amount of coverage available under the National Flood Insurance Program, in either case if the insured improvements are located within an "A" flood zone.

#### **11.2 Replacement or Repair of Common Property.**

In the event of damage to or destruction of any portion of the Common Property, the Master Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article 11 of this Declaration.

#### **11.3 Waiver of Subrogation.**

As to each policy of insurance maintained by the Master Association which will not be voided or impaired thereby, the Master Association hereby waives and releases all claims against the Board, the Members, Declarant and the agents and employees

of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

#### 11.4 Liability and Other Insurance.

The Master Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief, with coverage of at least \$1,000,000.00 (if available at reasonable rates and upon reasonable terms) for any single occurrence, insuring against liability for bodily injury, death and property damage arising from the activities of the Master Association or with respect to property under its jurisdiction, including, if obtainable, a cross liability endorsement insuring each Member against liability to each other Member and to the Master Association and vice versa and coverage for legal liability resulting from lawsuits related to employment contracts shall also be maintained. The Master Association may also obtain Worker's Compensation insurance and other liability insurance as it may deem desirable, insuring each Member and the Master Association and its Board of Directors and officers, from liability in connection with the Common Property, the premiums for which shall be Common Expenses and included in the assessments made against the Members. The Master Association may also obtain such other insurance as the Board deems appropriate. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits increased in its discretion. The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board or any management company engaged by the Master Association against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or any committee thereof. At a minimum, however, there shall be blanket fidelity bonding of anyone (compensated or not) who handles or is responsible for funds held or administered by the Master Association, with the Master Association to be an obligee thereunder. Such bonding shall cover the maximum funds to be in the hands of the Master Association or management company during the time the bond is in force.

#### 11.5 "Blanket" Insurance.

The requirements of this Article may be met by way of the Master Association being an insured party under any coverage carried by the Declarant or under coverage obtained by the Master Association as long as such coverage is in accordance with the amounts and other standards dated in this Article.

### **ARTICLE 12. MORTGAGEE PROTECTION**

#### 12.1 Mortgagee Protection.

The following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control):

(a) The Master Association shall be required to make available to all Owners and Mortgagees, and to insurers and guarantors of any first Mortgage, for inspection, upon request, during normal business hours or under other reasonable circumstances, current copies of this Declaration (with all amendments) and the Articles, Bylaws and rules and regulations and the books and records of the Master Association. Furthermore, such persons shall be entitled, upon written request, to (i) receive a copy of the Master Association's financial statement for the immediately preceding fiscal year, (ii) receive notices of and attend the Master Association meetings, (iii) receive notice from the Master Association of an alleged default by an Owner in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation or the Bylaws of the Master Association, which default is not cured within thirty (30) days after the Master Association learns of such default, and (iv) receive notice of any substantial damage or loss to the Common Property.

(b) Any holder, insurer or guarantor of a Mortgage on a Parcel shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Common Property, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Parcel, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Master Association, and (iv) any proposed action which requires the consent of a specified number of Mortgage holders.

(c) Any holder, insurer or guarantor of a Mortgage on a Parcel shall have the right to pay, singly or jointly, taxes or other charges that are delinquent and have resulted or may result in a lien against any portion of the Common Property and receive immediate reimbursement from the Master Association.

(d) Any holder, insurer or guarantor of a Mortgage on a Parcel shall have the right to pay, singly or jointly, any overdue premiums on any hazard insurance policy covering the Common Property or obtain, singly or jointly, new hazard insurance coverage on the Common Property upon the lapse of a policy and, in either case, receive immediate reimbursement from the Master Association.

## **ARTICLE 13.**

### **ENCROACHMENTS; EASEMENTS**

#### **13.1 Encroachment.**

If (a) any portion of the Common Property (or improvements constructed thereon) encroaches upon any other portion of a Parcel; (b) any portion of a Parcel (or improvements constructed thereon) encroaches upon the Common Property; or (c) any encroachment shall hereafter occur as the result of (i) construction of any improvement; (ii) settling or shifting of any improvement; (iii) any alternation or repair to the Common Property (or improvements thereon) after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any improvement or portion of the Common Property, then, in any such event, a valid easement is granted and shall exist for such encroachment and for the maintenance of the same so long as the structure causing said encroachment shall stand.

### 13.2 Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines, Etc.

Each portion of the Parcels and the Common Property shall have an easement in common with all other portions thereof to use, maintain, repair, alter and replace all pipes, wires, ducts, vents, cables, conduits, utility lines, and similar or related facilities located in the Parcels and Common Property and serving such portion thereof. Each portion of the Parcels and Common Property shall be subject to an easement in favor of all other portions thereof to use, maintain, repair, alter and replace the pipes, wires, ducts, vents, cables, conduits, utility lines and other similar or related facilities located in such portion of the Parcels and Common Property and serving other portions thereof.

### 13.3 Easements of Support.

Whenever any structure included in the Common Property adjoins any structure included in any other portion of the Property, each said structure shall have and be subject to an easement of support and necessity in favor of the other structure.

### 13.4 Construction and Sales.

The Declarant (and its agents, employees, contractors, subcontractors and suppliers) shall have an easement of ingress and egress over and across the Common Property for construction purposes and to erect, maintain, repair and replace, from time to time, one or more signs on the Common Property for the purposes of advertising the sale or lease of Lots, Units and/or Parcels.

### 13.5 Easements.

All easements show on the Plat and not dedicated therein are and shall remain private easements and the sole and exclusive property of the Declarant, its successors and assigns. In addition, Declarant reserves an easement 10 foot (10) in width along the front and back of each Parcel, and five foot (5) in width along the side of each Parcel for drainage and utilities and for access. The Declarant has the unrestricted right and power of alienating and releasing such easements. The Owners of the Parcels subject to easements shown on the Plat shall acquire no right, title or interest in and to any wires, cables, conduits, pipes, mains, lines or other equipment

place on, over or under the property which is subject to said easements. The Owner of any Parcel subject to any easement or easements shall not construct any improvements or structures upon said easements. In the event any Owner constructs any improvements or structures on the easement shown on the Plat, the Owner of the Parcel subject to said easement shall remove said improvements or structures upon written request of Declarant, its successors, trustees, or assigns.

## **ARTICLE 14.**

### **SPECIAL COVENANTS**

#### **14.1 Preamble.**

In recognition of the fact that certain special types of platting and/or construction require special types of covenants to accurately reflect the maintenance and use of the affected Parcels, the following provisions of this Article 14 shall apply in those cases where the below-described types of improvements are constructed within the Property, subject, however, to variance pursuant to this Declaration. However, nothing herein shall necessarily suggest that Declarant will or will not, in fact, construct such types of improvements nor shall anything herein contained be deemed an obligation to do so.

#### **14.2 Condominiums and Cooperatives.**

In the event that any portion of the Property is submitted to the condominium or cooperative form of ownership, then the following special provisions shall apply:

(a) The board of directors of the condominium or cooperative association shall constitute the sub-association for such condominium or cooperative and shall have the powers set forth in the respective Declaration creating the condominiums or cooperative.

(b) For the purposes of complying with and enforcing the standards of maintenance contained herein, the condominium/cooperative building and any appurtenant facilities shall be treated as a Unit and any other portion of the condominium/cooperative shall be treated as an unimproved portion of the Lot, with the condominium/cooperative association to have the maintenance duties of an Owner as set forth herein. The condominium/cooperative association shall also be jointly and severally liable with its members for any violation of the use restrictions set forth in this Declaration or of rules and regulations of the Master Association.

(c) As distinguished from maintenance duties, assessments hereunder shall be levied against, and shall be secured by lien upon, each individual condominium or cooperative unit and shall be the direct obligation of the Owner thereof.

With respect to the Architectural Control Committee: (i) no condominium or cooperative association shall make any improvements or alterations on or to the Property under its jurisdiction without first having secured the approval of the Architectural Control Committee as provided herein and (ii) in the event that an individual Owner of a condominium or cooperative Unit(s) desires to make alterations to the exterior thereof, a request for the approval thereof shall

be submitted to the Architectural Control Committee as required by this Declaration, but such request shall be accompanied by evidence that the condominium or cooperative association having jurisdiction thereover has already approved same, absent which approval the Architectural Control Committee shall not consider the submission and same shall be considered timely disapproved.

## **ARTICLE 15.**

### **GENERAL PROVISIONS**

#### **15.1 Duration.**

The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Master Association, the Architectural Control Committee, Declarant (at all times) and the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 75% of all the votes in the Association subject hereto and of 75% of the Mortgagees thereof has been recorded, agreeing to revoke said covenants and restrictions; provided, however, that no such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any signatures being obtained. Unless this Declaration is terminated as provided herein, the Board may re-record this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

#### **15.2 Notice.**

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Master Association at the time of such mailing.

#### **15.3 Enforcement.**

Without limiting the generality of Article 9, enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity brought by the Master Association, Declarant or any Owner against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Parcels to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

#### **15.4 Interpretation.**

The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions and interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others. The terms

of this Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate their purpose of protecting and enhancing the marketability and desirability of the Property by providing a uniform and consistent plan for the development and enjoyment thereof.

15.5 Severability.

Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

15.6 Effective Date.

This Declaration shall become effective upon its recordation in the Public Records of the County.

15.7 Amendment.

In addition, but subject, to any other manner herein provided for the amendment of this Declaration, prior to Turnover, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of an instrument executed by Declarant, for so long as it or its affiliate holds title to any Parcel affected by this Declaration; or after Turnover by an instrument signed by the President of the Master Association, attested to by its Secretary and certifying that the amendment set forth in the instrument was adopted by at least two-thirds (2/3) of the votes of the Members represented at a duly called meeting thereof or the written approval of Members holding at least two-thirds (2/3) of the votes. Provided that so long as Declarant or its affiliates is the Owner of any Parcel affected by this Declaration, Declarant's consent must be obtained if such amendment, in the sole opinion of Declarant, affects its interests.

15.8 Conflict.

This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Master Association and said Articles shall take precedence over the Bylaws.

15.9 Limitation on Master Association.

Anything in this Declaration to the contrary notwithstanding, the existence or exercise of any easement, right, power, authority, privilege or duty of the Master Association as same pertains to any condominium located within the Property which would cause the Master Association to be subject to Chapter 718, Florida Statutes, or any related administrative rules or regulations, shall be null, void and of no effect to the extent, but only to the extent, that such existence or exercise is finally determined by a court or administrative hearing officer of competent jurisdiction (after all appellate rights have been exercised or waived) to subject the Master Association to said Chapter 718. It is the intent of this provision that the Master Association not be deemed to be a condominium association, nor the Common Property be deemed to be common elements of any such condominium.

15.10 Standards for Consent.

Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Declarant or its affiliates, the Master Association or the Architectural Control Committee, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Declarant or its affiliates or the Master Association shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Declarant or Master Association, as appropriate.

#### 15.11 Easements.

Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Master Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners designate hereby the Declarant and the Master Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

#### 15.12 No Public Right or Dedication.

Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Property to the public, or for any public use.

#### 15.13 Constructive Notice and Acceptance.

Every person who owns, occupies or acquires any right, title, estate or interest in or to any Parcel or other property located on or within the Property, shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, lien and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Parcel or other property

#### 15.14 Notices and Disclaimers as to Community Systems.

Declarant, the Master Association, or their successors, assigns or franchisees and any applicable cable telecommunications system operator (an "Operator"), may enter into contracts for the provision of security services through any Community Systems.

DECLARANT, THE MASTER ASSOCIATION, OPERATORS AND THEIR FRANCHISEES, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO



MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY THE COMMUNITY SYSTEMS ACKNOWLEDGES THAT DECLARANT, THE MASTER ASSOCIATION OR ANY SUCCESSOR, ASSIGN OR FRANCHISEE OF THE DECLARANT OR ANY OF THE OTHER AFORESAID ENTITIES AND ANY OPERATOR, ARE NOT INSURERS OF THE OWNER OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE PREMISES AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services and, therefore, every owner or occupant of property receiving security services agrees that Declarant, the Master Association or any successor, assign or franchisee thereof and any Operator assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security service provider. Every owner or occupant of property obtaining security services through the Community Systems further agrees for himself, his grantees, tenants, guests, invitees, licensees, and family members that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of Declarant, the Master Association, any franchisee of the foregoing and the Operator or their successors or assigns, for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 (\$250.00) U. S. Dollars, which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of Declarant, the Master Association or any franchisee, successor or designee of any of same or any Operator. Further, in no event will Declarant, the Master Association, any Operator or any of their franchisees, successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss. In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in Community Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider(s) of such services.

#### 15.15 No Representations or Warranties.

NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON PROPERTY, THEIR PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT (A) AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION OR IN

DOCUMENTS WHICH MAY BE FILED BY DECLARANT FROM TIME TO TIME WITH APPLICABLE REGULATORY AGENCIES, AND (B) AS OTHERWISE REQUIRED BY LAW. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED. ALL OWNERS, BY VIRTUE OF ACCEPTANCE OF TITLE TO THEIR RESPECTIVE LOTS, UNITS AND/OR PARCELS (WHETHER FROM THE DECLARANT OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

15.16 Assurance of Development.

The Property is subject to a planned unit development ordinance, a development order and certain other governmental or quasi-governmental regulations. Declarant makes no assurance to any Owner or Institutional Mortgagee that the Property will be developed in strict compliance with any such regulations. All site plans, development plans, advertising material and similar material developed or produced in connection with the marketing and sale of the Property is subject to change in the Declarant's sole discretion. Owners hereby waive any and all rights they have to object to changes in the plans which may be made by Declarant pursuant to this Section.

15.17 Covenants Running with The Land.

Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) of Section 15.1 hereof, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants and restrictions shall run with the Property and with title to the Property. Without limiting the generality this Article, if any provision or application of this Declaration would prevent this Declaration from running with the Property as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow these covenants and restrictions to so run with the Property; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties (that these covenants and restrictions run with the Property as aforesaid) be achieved.

15.18 Tax Deeds and Foreclosure.

All provisions of the Declaration relating to a Lot which has been sold for taxes or special assessments survive and are enforceable after the issuance of a tax deed or upon a foreclosure of an Assessment, a certificate or lien, a tax deed, tax certificate or tax lien, to the same extent that they would be enforceable against a voluntary grantee of title before such transfer.

15.19 Legal Fees and Costs.

The prevailing party in any dispute arising out of the subject matter of this Declaration or its subsequent performance shall be entitled to reimbursement of its costs and attorney's fees, whether incurred before or at trial, on appeal, in bankruptcy, in post-judgment collection, or in any dispute resolution proceeding, and whether or not a lawsuit is commenced.

15.20 Law to Govern.

This Declaration shall be governed by and construed in accordance with the laws of the State of Florida, both substantive and remedial.

**ARTICLE 16.**

**DISCLAIMER OF LIABILITY OF MASTER ASSOCIATION**

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE MASTER ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE MASTER ASSOCIATION (COLLECTIVELY, THE "MASTER ASSOCIATION DOCUMENTS"), THE MASTER ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE MASTER ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE MASTER ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF;

(b) THE MASTER ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, THE COUNTY, AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES AND

(c) ANY PROVISIONS OF THE MASTER ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE MASTER ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS PARCEL) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS ARTICLE

AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS. CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE MASTER ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE MASTER ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE.

AS USED IN THIS ARTICLE, "MASTER ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE MASTER ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF DECLARANT, WHICH SHALL BE FULLY PROTECTED HEREBY.

## **ARTICLE 17.**

### **STORMWATER MANAGEMENT SYSTEM**

#### **17.1 Blanket Easement.**

The plan for the development of the Property includes the construction of a Stormwater Management System, which may include, without limitation, retention lakes, swales, conduits, weirs, pipes, pumps, and berms across the rear of certain Parcels and access easements to the Stormwater Management System as shown on the Plat. Declarant hereby reserves for itself, its successors and assigns, and grants to the Master Association and its designees and the CDD a perpetual, nonexclusive easement over and across all areas of the Stormwater Management System for the drainage of stormwater from the Property. The obligations set forth herein as to the Stormwater Management Systems shall be vested in the CDD. Portions of the Stormwater Management System are located entirely within Parcels. The Master Association and CDD are hereby granted an easement over any Parcels which is necessary or convenient for the Master Association and/or the CDD to perform its maintenance obligations hereunder, provided however, such easement shall be released with respect to any portion of the Parcels on which an approved Improvement is constructed and located.

#### **17.2 Maintenance Easement.**

The Declarant, Master Association and the CDD is granted a perpetual, nonexclusive easement for ingress and egress, at all reasonable times and in a reasonable manner, over and across the Stormwater Management System and over any portion of a Parcel which is a part of the Stormwater Management System, or upon which a portion of the Stormwater Management System is located to operate, maintain, and repair the Stormwater Management System as required by the governing Water Management District ("WMD") permit. Such right expressly includes the right to cut any trees, bushes or shrubbery, to make any gradings of soil, construct or modify any berms placed along the rear of any Parcels as part of the Stormwater Management System, or take any other action reasonably necessary, following which Declarant, CDD or the Master Association shall restore the affected property to its original condition as nearly as practicable; provided, however, that Declarant, CDD or the Master Association shall not be required to replace or repair fences, walks, structures, landscaping, or other improvements which are removed or damaged. Declarant, CDD or the Master Association shall give reasonable notice of its intent to take such action to all affected

Owners, unless, in the opinion of Declarant, CDD or the Master Association, an emergency exists which precludes such notice. The right granted herein may be exercised at the sole option of Declarant, CDD or the Master Association and shall not be construed to obligate Declarant, CDD or the Master Association to take any affirmative action in connection therewith. The Owners of Parcels adjacent to or containing a portion of the retention areas are granted a perpetual, nonexclusive easement for ingress and egress over and across the Stormwater Management System for the purpose of providing maintenance and erosion control to the embankments of such retention areas.

### 17.3 Maintenance.

Except as specifically set forth herein to the contrary, the CDD shall be responsible for the maintenance, operation, and repair of the Stormwater Management System. Such maintenance shall include the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance, or other capabilities in accordance with all the permits, statutes, rules, and regulations pertaining to surface water management, drainage, and water quality promulgated by the WMD, Florida Department of Environmental Protection, and all other local, state and federal authorities having jurisdiction. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance and other stormwater management capabilities as permitted by the WMD.

The CDD shall maintain and control the water level and quality of the Stormwater Management System; the bottoms of any retention lakes or drainage easements which retain or hold stormwater on a regular basis. The CDD shall have the power, as may be required by any applicable governmental entity, to control and eradicate plants, fowl, reptiles, animals, fish, and fungi in and on any portion of the retention lakes or drainage easements. The Owners of Parcels adjacent to or containing any portion of the Stormwater Management System, shall maintain all shoreline vegetation and the grade and contour of all embankments to the water's edge (as it may rise and fall from time to time) irrespective of ownership of such land, keep the grass, plantings, and other lateral support of the embankments in a clean and safe manner and to prevent erosion and shall remove trash and debris as it may accumulate in the Stormwater Management System, from time to time. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance or other surface water capabilities as permitted by the WMD. Any repair or reconstruction of the Stormwater Management System shall be consistent with the Permits as originally issued or any modification that may be approved by the WMD. In order to provide adequate assurance that the Stormwater Management System will adequately function, the following maintenance procedures shall be followed:

- (a). The CDD shall inspect or cause to be inspected all inlets and control structures for vandalism, deterioration or accumulation of sand and debris.
- (b). The CDD shall assure that all debris or sand shall be removed from the inlets and control structures and any orifice system.
- (c). The CDD shall inspect and repair or cause to be inspected and repaired all skimmer boards around control structures as necessary.

- (d). The CDD shall maintain any and all water pumps which are installed in compliance with the Permits and which assure that waters from the Stormwater Management System are properly pumped to permitted wetlands.

#### 17.4 Improvements.

No docks, bulkheads, or other structures, permanent or temporary, shall be constructed on, over, or under any portion of the Stormwater Management System without the prior written consent of the CDD and the Master Association and the approval of the Committee or Declarant, which consent or approval may be withheld for any reason. Any improvements to the Stormwater Management System permitted by the CDD and the Master Association and installed by the Owner shall be maintained by such Owner in accordance with the maintenance provisions of this Declaration. All improvements to the Stormwater Management System may also require the prior written approval of the WMD. After receiving the approval of the Committee, Owner shall be solely liable for obtaining all governmental permits necessary or convenient to construct such Improvements.

#### 17.5 Use and Access.

Declarant, the CDD and the Master Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of any portion of the Stormwater Management System, and shall have the right to deny such use to any person who, in the opinion of Declarant, CDD or the Master Association, may create or participate in a disturbance or nuisance on any part of the Stormwater Management System. The use of such surface waters by the Owners shall be subject to and limited by the rules and regulations of Declarant, CDD and the Master Association, all permits issued by governmental authorities, and any rights granted to other persons pursuant to the rules and regulations of Declarant, CDD and the Master Association. Only Declarant, CDD and the Master Association shall have the right to pump or otherwise remove any water from any part of the Stormwater Management System for purposes of irrigation or any other use.

#### 17.6 Liability.

NEITHER DECLARANT, CDD NOR THE MASTER ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, OR INVITEES, RELEASES DECLARANT, CDD AND THE MASTER ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

NEITHER DECLARANT, CDD, THE MASTER ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-

GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

#### 17.7 Conservation Areas.

"Conservation Area" or "Conservation Areas" shall mean and refer to all of such areas designated as such on any Plat.

The Conservation Areas are hereby declared to be subject to a Conservation Deed Restriction in favor of the Declarant, its successors and assigns, for the purpose of retaining and maintaining the Conservation Areas in their predominantly natural condition as a wooded water recharge, detention and percolation and environmental conservation area. In furtherance of this, each of the following uses of the Conservation Areas are hereby prohibited and restricted without the prior written consent of the WMD, to-wit:

- (a). The construction, installation or placement of signs, buildings, fences, walls, road or any other structures and improvements on or above the ground of the Conservation Areas; and
- (b). The dumping or placing of yard trash, soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials; and
- (c). The removal or destruction of trees, shrubs or other vegetation from the Conservation Areas; and
- (d). The excavation, dredging or removal of loam, peat, gravel, rock, soil, or other material substances in such a manner as to affect the surface of the Conservation Areas; and
- (e). Any use which would be detrimental to the retention of the Conservation Areas in their natural condition; and
- (f). Acts or uses detrimental to such retention of land or water areas. The Conservation Areas hereby created and declared shall be perpetual.
- (g) All of a portion of the Property is located within a "smoke corridor" that originates from use of prescribed fire as a management tool on adjacent and nearby conservation lands. Management techniques, including mechanical treatments and prescribed fires, are necessary tools for maintaining the ecosystem integrity on these properties. Natural resource managers of these conservation lands will continue to use prescribed fire for land management to sustain existing communities and to reduce fuel loads that may otherwise lead to catastrophic wildfires that not only affect wildlife but threaten human life and property. FWC staff recommends that the applicants include provisions in any homeowners' association or covenant documents that inform future residents that prescribed burning is an acceptable practice for natural resource

management and that the area is withing a “smoke corridor” or smoke shed. Developers of lands within two (2) miles of native habitat managed by fire may wish to consider Florida Forest Service Firewise communities recommendations at <https://www.fdacs.gov/Divisions-Offices/Florida-Forest-Service/For-Communities/Firewise-USA>.

The Declarant, its successors and assigns, CDD and the WMD shall have the right to enter upon the Conservation Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

The Declarant, and all subsequent owners of any land upon which there is located any Conservation Area shall be responsible for the periodic removal of trash and other debris which may accumulate on such parcel.

#### 17.8 Upland Buffers and Vegetative Natural Buffers.

There may be areas designated on Plats as "Upland Buffers" or "Vegetative Natural Buffers". All such areas must be maintained in a natural state. No trees or other vegetation can be removed unless approved by the Committee, and if necessary, the WMD.

#### 17.9 Rights of the WMD.

Notwithstanding any other provisions contained elsewhere in this Declaration, the WMD shall have the rights and powers enumerated in this Section. The WMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the WMD. No person shall alter the drainage flow of the Stormwater Management System, including any buffer areas, swales, treatment berms or swales, without the prior written approval of the WMD. Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior written approval of the WMD. In the event that the Master Association is dissolved, prior to such dissolution, all responsibility relating to the Stormwater Management System must be assigned to and accepted by an entity approved by the WMD.



#### 17.10 Indemnity.

Declarant may be required to assume certain duties and liabilities for the maintenance of the Stormwater Management System or drainage system within the Property under the Plat, permits, or certain agreements with governmental agencies. The CDD or the Master Association further agree that subsequent to the recording of this Declaration, the applicable party shall hold Declarant harmless from all suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising out of any occurrence in, upon, at or from the maintenance of the Stormwater Management System occasioned in whole or in part by any action, omission of the Master Association, CDD or their agents, contractor, employees, servants, or licensees but not excluding any liability occasioned wholly or in part by the acts of the Declarant, its successors or assigns. Upon completion of construction of the Stormwater Management System or drainage system, Declarant shall assign all its rights, obligations and duties thereunder to the Master Association or the CDD. The Master Association shall assume all such rights, duties and liabilities and shall indemnify and hold Declarant harmless therefrom.

#### 17.11 Declarant's Rights.

Declarant, its successors and assigns shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown in the Plat of the Property or described herein, (ii) to Plat or replat all or any part of the Property owned by Declarant, and (iii) to widen or extend any right of way shown on any Plat of the Property or convert a Lot to use as a right of way, provided that Declarant owns the lands affected by such change. Owners of Parcels subject to easements shown on any Plat of the Property shall acquire no right, title, or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over, or under the easement area. The Owners of Parcels subject to any easements shall not construct any improvements on the easement areas, alter the flow or drainage, or landscape such areas with hedges, trees, or other landscape items that might interfere with the exercise of the easement rights. Any Owner who constructs any improvements or landscaping on such easement areas shall remove the improvements or landscape items upon written request of Declarant, the Master Association, or the grantee of the easement.

*Signature/Notary page follows*

EXECUTED as of the date first above written.

DECLARANT

Witnessed by:

Emerald Investment Holdings, LLC

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

(Corporate Seal)

STATE OF \_\_\_\_\_) ss:

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_ as \_\_\_\_\_ of Emerald Investment Holdings, LLC, on behalf of the company.  
He/she is personally known to me or produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public – State of \_\_\_\_\_

CONSENT OF MORTGAGEE

The undersigned is the holder of that certain Mortgage, Assignment of Rents and Leases and Security Agreement recorded in Official Records Book \_\_\_\_, Page \_\_\_\_, all of the current public records of \_\_\_\_\_ County , Florida ("Mortgage") and hereby consents to the recording of the Declaration of Covenants, Conditions, Restrictions and Easements for \_\_\_\_\_ and subordinates the lien of its Mortgage to the terms and conditions thereof.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed in its name this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

Witnessed by:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_ (Corporate Seal)  
\_\_\_\_\_

STATE OF \_\_\_\_\_) ss:

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of said company. He/she is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public – State of \_\_\_\_\_

CONSENT OF ASSOCIATION

The undersigned, President of Emerald Lakes Master Association, Inc., a Florida not for profit corporation ("Association") hereby consents to the recording of this Declaration and agrees to undertake all obligations and assume all rights of the Association pursuant to this Declaration of Covenants, Conditions, Restrictions and Easements for Emerald Lakes and Notice of Assessments for Emerald Lakes Master Association, Inc.

IN WITNESS WHEREOF, the undersigned sets its hand and seal this\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESSES:

Emerald Lakes Master Association, Inc.

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, as President of Emerald Lakes Master Association, Inc., who is either [ ] personally known to me or who [ ] produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Signature of notary

\_\_\_\_\_  
Printed name of notary

[STAMP or SEAL]



EXHIBIT “E”

Emerald Lakes Traffic Impact  
Analysis



TRAFFIC IMPACT ANALYSIS

# EMERALD LAKES

CITY OF PALM BAY, FL

***Prepared for:***

Emerald Investment Holdings, LLC

OCTOBER 2020

**Kimley»Horn**

TRAFFIC IMPACT ANALYSIS

# EMERALD LAKES

CITY OF PALM BAY, FLORIDA

**Prepared for:**

*Emerald Investment Holdings, LLC*

**Prepared by:**

*Kimley-Horn and Associates, Inc.*

1477870000  
October 2020  
© Kimley-Horn and Associates, Inc.  
445 24th Street, Suite 200  
Vero Beach, FL 32960

THIS IS TO CERTIFY THAT THE ENCLOSED  
CALCULATIONS WERE PERFORMED BY ME OR  
UNDER MY DIRECT SUPERVISION.

\_\_\_\_\_  
Brian Good, P.E.

Florida Registration #56939

Kimley-Horn Registry #696

Date: \_\_\_\_\_





## CONTENTS

INTRODUCTION .....	1
PROJECT TRIP GENERATION.....	2
TRIP DISTRIBUTION, ASSIGNMENT, AND STUDY AREA.....	5
ROADWAY SEGMENT ANALYSIS.....	7
ST. JOHNS HERITAGE PARKWAY ACCESS MANAGEMENT .....	8
INTERSECTION CAPACITY ANALYSIS .....	10
Future 2030 Buildout Traffic Conditions Analysis.....	10
SENSITIVITY ANALYSIS .....	14
SIGNAL WARRANT ANALYSIS .....	15
Signal Warrant 3: Peak Hour Vehicular Volume.....	15
EXISTING TURN LANE ANALYSIS.....	16
PROPOSED TURN LANE ANALYSIS .....	17
SITE ACCESS ANALYSIS.....	18
St. Johns Heritage Parkway at Barracuda Boulevard.....	18
MULTIMODAL ANALYSIS.....	20
CONCLUSION .....	21

## LIST OF TABLES

Table 1 – Northern Development Trip Generation Calculations .....	3
Table 2 – Southern Development Trip Generation Calculations.....	4
Table 3 - 2030 Future Background and Buildout AM Peak Hour Roadway Segment Analysis.....	7
Table 4 - 2030 Future Background and Buildout PM Peak Hour Roadway Segment Analysis.....	7
Table 5 - Proposed Access Management.....	8
Table 6 - Buildout Traffic Conditions AM & PM Peak Hour Intersection Analysis Summary.....	10
Table 7 - Existing Turn Lane Length Summary.....	16
Table 8 - Proposed Turn Lane Length Summary.....	17

## LIST OF FIGURES

Figure 1 – Site Location, Study Area, and Trip Distribution.....	6
Figure 2 – Proposed Access Management Along St. Johns Heritage Parkway .....	9
Figure 3 – Project Traffic Distribution Northern Development .....	11
Figure 4 – Project Traffic Distribution Southern Development.....	12
Figure 5 – AM & PM Peak Hour Buildout Traffic Volumes .....	13
Figure 6 – Proposed Site Access Intersection Geometry .....	19

## APPENDICES

APPENDIX A: Conceptional Site Plan
APPENDIX B: CFRPM Model Output
APPENDIX C: Synchro 10 Arterial Analysis
APPENDIX D: Intersection Volume Development Worksheets
APPENDIX E: Synchro 10 Output
APPENDIX F: Sensitivity Analysis
2023 Buildout Trip Generation Table
St. Johns Heritage Parkway & Flamingo Boulevard
St. Johns Heritage Parkway & Lighthouse Boulevard

## INTRODUCTION

Kimley-Horn performed a Traffic Impact Analysis for proposed developments generally located north and south of St. Johns Heritage Parkway, west of I-95 in Brevard County, Florida.

The purpose of this analysis is to evaluate the transportation needs within the study area which will be required to provide acceptable traffic operations upon project buildout. A copy of the most current site concept plan is included in **Appendix A**. The assumed buildout timeframe for the project is 2030. Access to the site will be provided via four existing full access median openings on St. Johns Heritage Parkway.

This traffic study was based on data collected in the field and supplemented by information obtained from Brevard County, Space Coast Transportation Planning Organization (TPO), and the Florida Department of Transportation (FDOT) sources. The study observed the established procedures found in Institute of Transportation Engineers (ITE) sources, FDOT sources, and the *Highway Capacity Manual 6* (HCM 6).

## PROJECT TRIP GENERATION

Trip generation for the development was determined using data found in the Institute of Transportation Engineers' (ITE) Trip Generation Manual, Tenth Edition. The following ITE land use codes were utilized to calculate trip generation potential for the development:

- 210 - Single-Family Detached Housing
- 220 - Multifamily (Low-Rise)
- 221 - Multifamily (Mid-Rise)
- 310 - Hotel
- 330 - Resort Hotel
- 530 - High School
- 710 - General Office
- 820 - Shopping Center

It should be noted that a Crystal Lagoons development is planned as part of this development. There is no land use code for this specialized use and therefore trip generation potential has been equated to square footage under ITE 820 Shopping Center since this provides a conservative trip generation potential. Methods established in the ITE Trip Generation Handbook, 3rd Edition were utilized to calculate internal capture between the different uses of the development. Pass-by capture was also applied based on the ITE Trip Generation Handbook, 3rd Edition. Percentages from ITE were applied to ITE land use codes 820 (Shopping Center).

Based on the development program provided, the project is anticipated to generate the following trip generation potential upon buildout:

### Northern Development

- 17,418 net new external Daily trips, 1,293 AM peak hour net new external trips (653 in, 640 out), and 1,405 PM peak hour net new external trips (754 in, 651 out)

### Southern Development

- 20,797 net new external Daily trips, 1,257 AM peak hour net new external trips (641 in, 616 out), and 1,658 PM peak hour net new external trips (771 in, 887 out)

The trip generation calculations for the northern and southern developments are presented in **Table 1** and **Table 2**, respectively.

**Table 1 – Development North of St. Johns Heritage Parkway Trip Generation Calculations**

Land Use	Intensity	Daily Trips	AM Peak Hour of Adjacent Street			PM Peak Hour of Adjacent Street		
			Total	In	Out	Total	In	Out
Proposed Development								
Single-Family Detached-Housing	379 DU	3,542	274	69	205	365	230	135
Multifamily Housing (Low-Rise)	66 DU	458	32	7	25	41	26	15
Multifamily Housing (Mid-Rise)	525 DU	2,860	174	45	129	218	133	85
Hotel	120 Rooms	928	55	32	23	64	33	31
High School	1,000 Students	2,230	520	348	172	140	67	73
Shopping Center	428,500 SF	16,171	366	227	139	1,595	766	829
	Subtotal	26,189	1,421	728	693	2,423	1,255	1,168
Internal Capture	Daily    AM    PM							
Overall Development	18%   4%   27%	4,246	38	19	19	624	312	312
	Subtotal	4,246	38	19	19	624	312	312
Pass-By Traffic	Daily    AM    PM							
Shopping Center	34%   34%   34%	4,525	90	56	34	394	189	205
	Subtotal	4,525	90	56	34	394	189	205
Driveway Volumes		21,943	1,383	709	674	1,799	943	856
TOTAL NET NEW TRIPS		17,418	1,293	653	640	1,405	754	651

Note 1: Trip Generation was calculated using the data from ITE's Trip Generation Manual, 10th Edition

Note 2: 10% of Adjacent Street Traffic was calculated using the AADT volume data from the CFRPM v6.1 model output for St. Johns Heritage Parkway upon buildout of the development.

Single-Family Detached Housing [ITE 210]

Daily  $\ln(T) = 0.92 \cdot \ln(X) + 2.71$ ; (X is number of dwelling units)  
AM Peak Hour of Adjacent Street  $T = 0.71 \cdot (X) + 4.80$ ; (X is number of dwelling units); (25% in/ 75% out)  
PM Peak Hour of Generator  $\ln(T) = 0.96 \cdot \ln(X) + 0.20$ ; (X is number of dwelling units); (63% in/ 37% out)

Multifamily Housing (Low-Rise) [ITE 220]

Daily  $T = 7.56 \cdot (X) - 40.86$ ; (X is number of dwelling units)  
AM Peak Hour of Adjacent Street  $\ln(T) = 0.95 \cdot \ln(X) - 0.51 \cdot (X)$ ; (X is number of dwelling units); (23% in/ 77% out)  
PM Peak Hour of Generator  $\ln(T) = 0.89 \cdot \ln(X) - 0.02 \cdot (X)$ ; (X is number of dwelling units); (63% in/ 37% out)

Multifamily Housing (Mid-Rise) [ITE 221]

Daily  $T = 5.45 \cdot (X) - 1.75$ ; (X is number of dwelling units)  
AM Peak Hour of Adjacent Street  $\ln(T) = 0.98 \cdot \ln(X) - 0.98$ ; (X is number of dwelling units); (26% in/ 74% out)  
PM Peak Hour of Generator  $\ln(T) = 0.96 \cdot \ln(X) - 0.63$ ; (X is number of dwelling units); (26% in/ 74% out)

Hotel [ITE 310]

Daily  $T = 11.29 \cdot (X) - 426.97$ ; (X is number of rooms)  
AM Peak Hour of Adjacent Street  $T = 0.50 \cdot (X) - 5.34$ ; (X is number of rooms); (59% in/ 41% out)  
PM Peak Hour of Generator  $T = 0.75 \cdot (X) - 26.02$ ; (X is number of rooms); (51% in/ 49% out)

High School [ITE 530]

Daily  $\ln(T) = 0.76 \cdot \ln(X) + 2.46$ ; (X is number of students)  
AM Peak Hour of Adjacent Street  $T = 0.52 \cdot (X)$ ; (X is number students); (67% in/ 33% out)  
PM Peak Hour of Generator  $T = 0.14 \cdot (X)$ ; (X is number students); (48% in/ 52% out)

Shopping Center [ITE 820]

Daily  $\ln(T) = 0.68 \cdot \ln(X) + 5.57$ ; (X is SF/1000)  
AM Peak Hour of Adjacent Street  $T = 0.50 \cdot (X) + 151.78$ ; (X is SF/1000); (62% in/ 38% out)  
PM Peak Hour of Generator  $\ln(T) = 0.74 \cdot \ln(X) + 2.89$ ; (X is SF/1000); (48% in/ 52% out)

**Table 2 – Development South of St. Johns Heritage Parkway Trip Generation Calculations**

Land Use	Intensity	Daily Trips	AM Peak Hour of Adjacent Street			PM Peak Hour of Adjacent Street		
			Total	In	Out	Total	In	Out
Proposed Development								
Single-Family Detached-Housing	233 DU	2,264	170	43	127	229	144	85
Multifamily Housing (Low-Rise)	323 DU	2,401	145	33	112	168	106	62
Multifamily Housing (Mid-Rise)	1,100 DU	5,993	359	93	266	443	270	173
Hotel	120 Rooms	928	55	32	23	64	33	31
Resort Hotel	250 Rooms	2,396	66	48	18	75	32	43
General Office	360,000 SF	3,676	365	314	51	384	61	323
Shopping Center	403,000 SF	15,511	353	219	134	1,524	732	792
	Subtotal	33,169	1,513	782	731	2,887	1,378	1,509
Internal Capture								
Overall Development	Daily 25% AM 10% PM 30%	8,438	148	74	74	866	433	433
	Subtotal	8,438	148	74	74	866	433	433
Pass-By Traffic								
Shopping Center	Daily 34% AM 34% PM 34%	3,934	108	67	41	363	174	189
	Subtotal	3,934	108	67	41	363	174	189
Driveway Volumes		24,731	1,365	708	657	2,021	945	1,076
TOTAL NET NEW TRIPS		20,797	1,257	641	616	1,658	771	887

Note 1: Trip Generation was calculated using the data from ITE's Trip Generation Manual, 10th Edition

Note 2: 10% of Adjacent Street Traffic was calculated using the AADT volume data from the CFRPM v6.1 model output for St. Johns Heritage Parkway upon buildout of the development.

Single-Family Detached Housing [ITE 210]

Daily  
AM Peak Hour of Adjacent Street  
PM Peak Hour of Generator

$\ln(T) = 0.92 \cdot \ln(X) + 2.71$ ; (X is number of dwelling units)  
 $T = 0.71 \cdot (X) + 4.80$ ; (X is number of dwelling units); (25% in/ 75% out)  
 $\ln(T) = 0.96 \cdot \ln(X) + 0.20$ ; (X is number of dwelling units); (63% in/ 37% out)

Multifamily Housing (Low-Rise) [ITE 220]

Daily  
AM Peak Hour of Adjacent Street  
PM Peak Hour of Generator

$T = 7.56 \cdot (X) - 40.86$ ; (X is number of dwelling units)  
 $\ln(T) = 0.95 \cdot \ln(X) - 0.51 \cdot (X)$ ; (X is number of dwelling units); (23% in/ 77% out)  
 $\ln(T) = 0.89 \cdot \ln(X) - 0.02 \cdot (X)$ ; (X is number of dwelling units); (63% in/ 37% out)

Multifamily Housing (Mid-Rise) [ITE 221]

Daily  
AM Peak Hour of Adjacent Street  
PM Peak Hour of Generator

$T = 5.45 \cdot (X) - 1.75$ ; (X is number of dwelling units)  
 $\ln(T) = 0.98 \cdot \ln(X) - 0.98$ ; (X is number of dwelling units); (26% in/ 74% out)  
 $\ln(T) = 0.96 \cdot \ln(X) - 0.63$ ; (X is number of dwelling units); (26% in/ 74% out)

Hotel [ITE 310]

Daily  
AM Peak Hour of Adjacent Street  
PM Peak Hour of Generator

$T = 11.29 \cdot (X) - 426.97$ ; (X is number of rooms)  
 $T = 0.50 \cdot (X) - 5.34$ ; (X is number of rooms); (59% in/ 41% out)  
 $T = 0.75 \cdot (X) - 26.02$ ; (X is number of rooms); (51% in/ 49% out)

Resort Hotel [ITE 330]

Daily  
AM Peak Hour of Adjacent Street  
PM Peak Hour of Generator

$T = 11.29 \cdot (X) - 426.97$ ; (X is number of rooms)  
 $T = 0.38 \cdot (X) - 28.58$ ; (X is number of rooms); (72% in/ 28% out)  
 $T = 0.52 \cdot (X) - 55.42$ ; (X is number of rooms); (43% in/ 57% out)

General Office Building [ITE 710]

Daily  
AM Peak Hour of Adjacent Street  
PM Peak Hour of Generator

$\ln(T) = 0.97 \cdot \ln(X) + 2.50$ ; (X is SF/1000)  
 $T = 0.94 \cdot (X) + 26.49$ ; (X is SF/1000); (86% in/ 14% out)  
 $\ln(T) = 0.95 \cdot \ln(X) + 0.36$ ; (X is SF/1000); (16% in/ 84% out)

Shopping Center [ITE 820]

Daily  
AM Peak Hour of Adjacent Street  
PM Peak Hour of Generator

$\ln(T) = 0.68 \cdot \ln(X) + 5.57$ ; (X is SF/1000)  
 $T = 0.50 \cdot (X) + 151.78$ ; (X is SF/1000); (62% in/ 38% out)  
 $\ln(T) = 0.74 \cdot \ln(X) + 2.89$ ; (X is SF/1000); (48% in/ 52% out)

## TRIP DISTRIBUTION, ASSIGNMENT, AND STUDY AREA

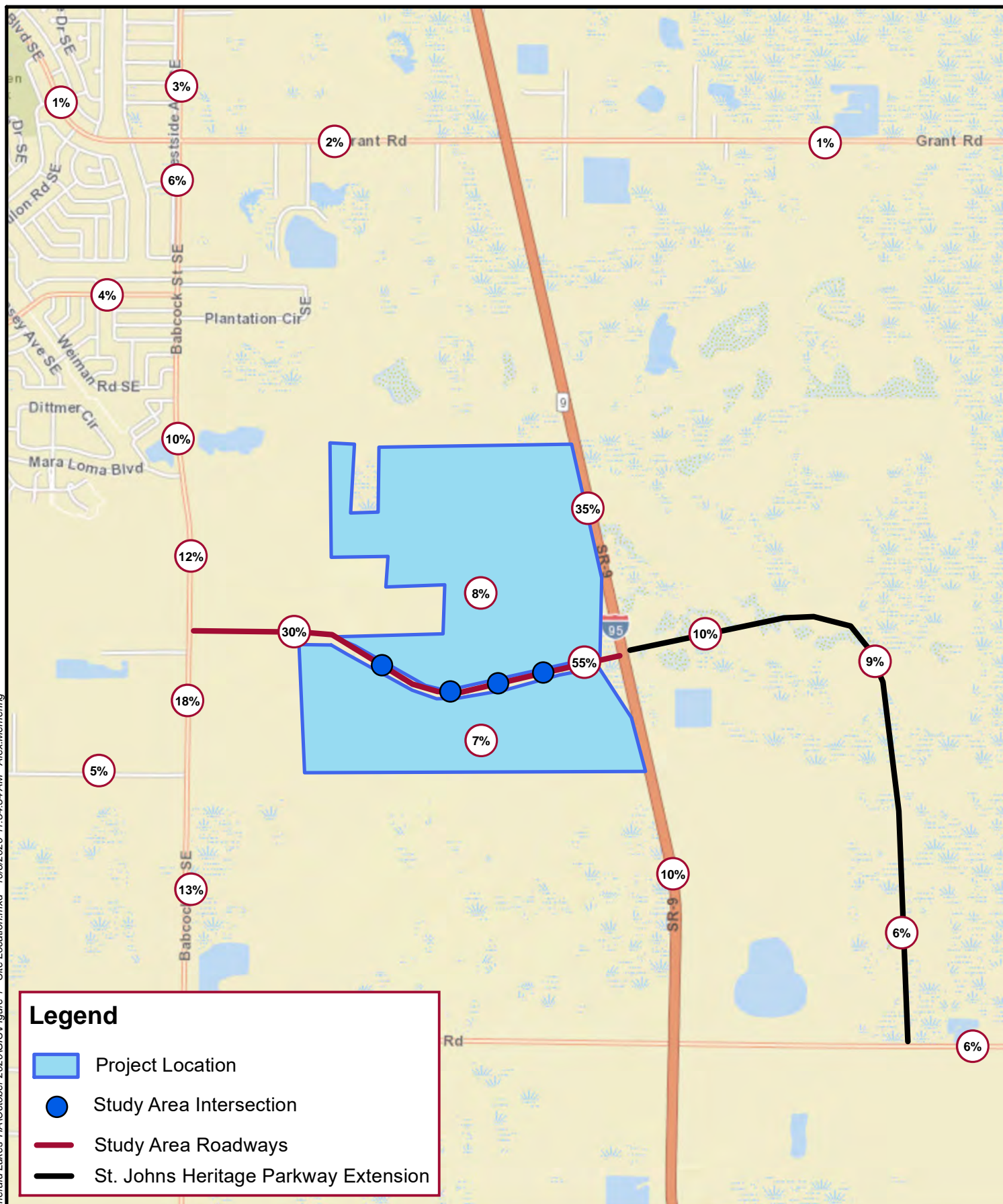
A projected traffic distribution plan was developed using output from the Central Florida Regional Planning Model (CFRPM), which is based on the Florida Standard Urban Transportation Model Structure (FSUTMS). Version 6.1 of the CFRPM was utilized, in addition to the socioeconomic data set refined by the Space Coast TPO. Hand adjustments were made to the model based upon knowledge of the area and engineering judgement. The CFRPM model output is provided within **Appendix B**.

Project traffic was assigned within the adjacent roadway segment of St. Johns Heritage Parkway from the Babcock Street to I-95. The service volumes for the evaluated roadway segment was obtained utilizing functional classification and level of service (LOS) information published by the TPO and FDOT. In addition to studying the adjacent roadway segment of St. Johns Heritage Parkway, the existing full access median openings fronting the proposed development were evaluated during AM and PM peak hour traffic conditions:

- Flamingo Boulevard & St. Johns Heritage Parkway
- Lighthouse Boulevard & St. Johns Heritage Parkway
- Wahoo Boulevard & St. Johns Heritage Parkway
- Barracuda Boulevard & St. Johns Heritage Parkway

**Figure 1** illustrates the site location, trip distribution, and study area for the traffic analysis.







## ROADWAY SEGMENT ANALYSIS

The roadway segment of St. Johns Heritage Parkway from the Babcock Street to I-95 was evaluated for LOS and capacity purposes based on future background and project buildout conditions during both the AM and PM peak hour. Future background (without project) traffic volumes were based upon 2030 AADT volumes projected along St. Johns Heritage Parkway within the latest CFRPM model (v6.1). K and D factors were applied to the 2030 AADT volumes along St. Johns Heritage Parkway to calculate a peak hour peak directional traffic volume. The CFRPM model output is provided in the **Appendix B**.

The total buildout traffic volumes were calculated as the sum of the background traffic volumes and project traffic. The projected traffic volumes on the study roadway segments were compared to the adopted peak hour, peak direction service volume. The future buildout roadway during the AM and PM peak hour segment analyses are detailed in **Table 3** and **Table 4**, respectively.

The segment of St. Johns Heritage Parkway is anticipated to operate with acceptable LOS during both AM and PM peak hour buildout (with project) traffic conditions.

**Table 3 - 2030 Future Background and Buildout AM Peak Hour Roadway Segment Analysis**

Roadway From                      To	Peak Hour Directional Service Capacity <sup>1</sup>	Future Non-Project AM Peak Hour Traffic		AM Peak Hour Project Traffic			Future 2030 Buildout AM Peak Hour Traffic Conditions			
		Volumes					Volumes <sup>5</sup>			LOS
		NB / EB	SB / WB	% Assign <sup>4</sup>	NB / EB	SB / WB	NB / EB	SB / WB	SB / WB	
St. Johns Heritage Parkway Babcock Street    I-95	1,890	961	961	55.0%	712	691	1,673	1,652	0.89	C

Notes:

1. Peak Hour Directional Service Volumes were based on the 2020 FDOT Quality/LOS Handbook.
2. Future Non-Project AM peak hour traffic volumes are based upon AADT volumes projected along St. Johns Heritage Parkway within the latest CFRPM model (v6.1). K and D factors were applied to the AADT volumes along St. Johns Heritage Parkway to calculate a peak hour peak directional volume.
4. Percent assignment is the maximum trip distribution across the roadway segment.
5. Future buildout traffic volumes are the summation of future non-project traffic and PM peak hour project traffic.

**Table 4 - 2030 Future Background and Buildout PM Peak Hour Roadway Segment Analysis**

Roadway From                      To		Peak Hour Directional Service Capacity <sup>1</sup>	Future Non-Project PM Peak Hour Traffic		PM Peak Hour Project Traffic			Future 2030 Buildout PM Peak Hour Traffic Conditions			LOS
			Volumes					Volumes <sup>5</sup>			
			NB / EB	SB / WB	% Assign <sup>4</sup>	NB / EB	SB / WB	NB / EB	SB / WB	SB / WB	
St. Johns Heritage Parkway Babcock Street    I-95		1,890	961	961	55.0%	839	846	1,800	1,807	0.96	D

Notes:

1. Peak Hour Directional Service Volumes were based on the 2020 FDOT Quality/LOS Handbook.
2. Future Non-Project PM peak hour traffic volumes are based upon AADT volumes projected along St. Johns Heritage Parkway within the latest CFRPM model (v6.1). K and D factors were applied to the AADT volumes along St. Johns Heritage Parkway to calculate a peak hour peak directional volume.
4. Percent assignment is the maximum trip distribution across the roadway segment.
5. Future buildout traffic volumes are the summation of future non-project traffic and PM peak hour project traffic.

## ST. JOHNS HERITAGE PARKWAY ACCESS MANAGEMENT

St. Johns Heritage Parkway fronting the proposed development is a four-lane divided urban roadway with a posted speed limit of 45 mph. St. Johns Heritage Parkway at this location would qualify as an Access Classification 5 facility with spacing standards of 1,320 feet for a full median opening/traffic signal, 1,320 feet for a directional median opening, and 660 feet for connection spacing per Chapter 14-97 of the Florida Administrative Code.

There are four existing full access median openings serving the proposed site along St. Johns Heritage Parkway. A summary of the existing and proposed access management along St. Johns Heritage Parkway fronting the development is provided in **Table 5** below and is illustrated in the attached **Figure 2**.

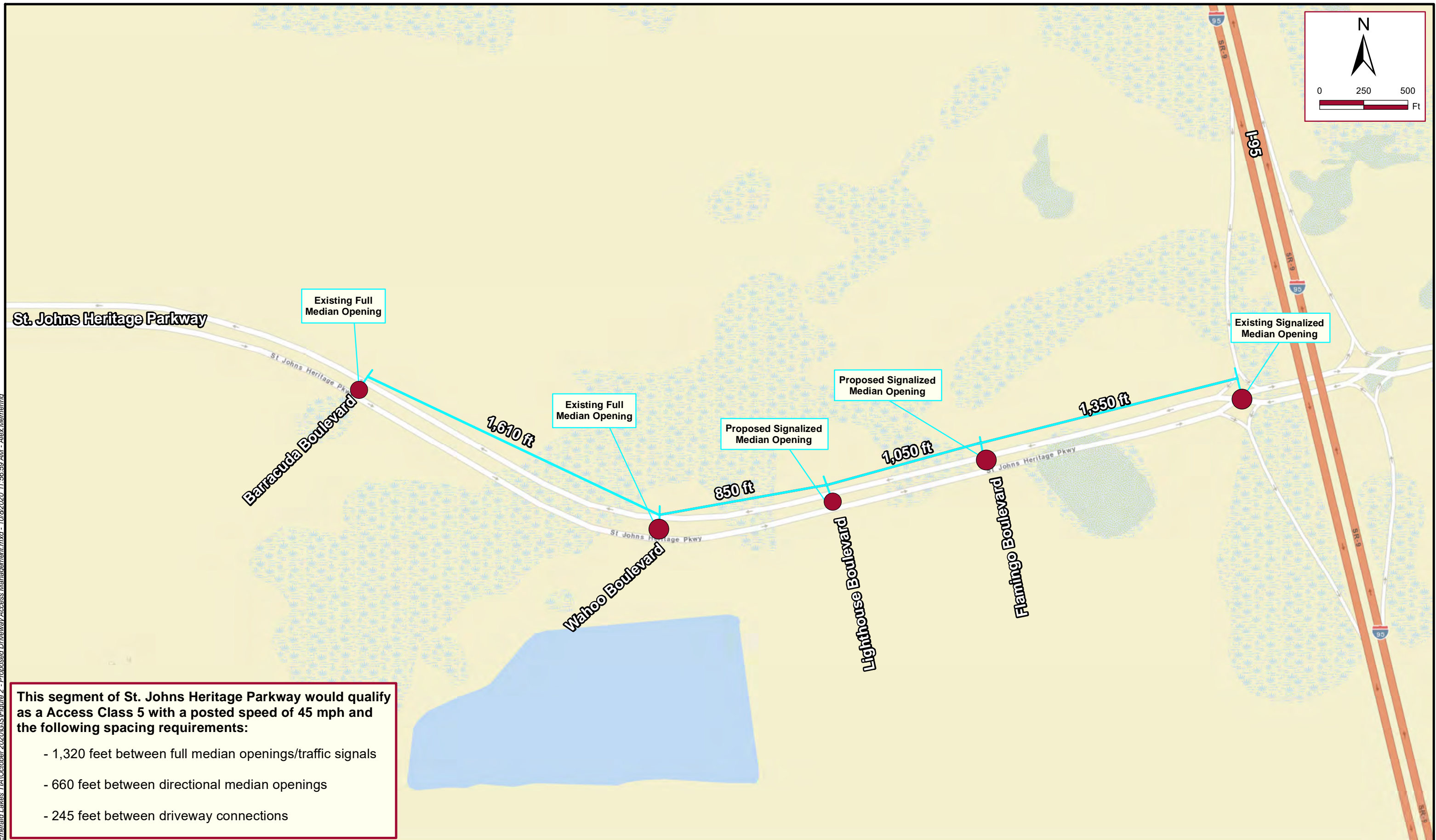
**Table 5 - Proposed Access Management**

Location	Existing Access	Proposed Access
St. Johns Heritage Parkway at Flamingo Boulevard	Full Access Opening	Full Access Opening/Signal
St. Johns Heritage Parkway at Lighthouse Boulevard	Full Access Opening	Full Access Opening/Signal
St. Johns Heritage Parkway at Wahoo Boulevard	Full Access Opening	No Change
St. Johns Heritage Parkway at Barracuda Boulevard	Full Access Opening	No Change

The existing access management spacing shows a variance of approximately 35% between the existing median openings of Wahoo Boulevard and Lighthouse Boulevard on St. Johns Heritage Parkway. Additionally, existing access management spacing show a variance of approximately 20% between the existing median openings of Lighthouse Boulevard and Flamingo Boulevard on St. Johns Heritage Parkway. Existing median spacing between Barracuda Boulevard and Wahoo Boulevard along St. Johns Heritage Parkway meets access management standards for a full median opening/traffic signal. Additionally, existing median spacing between Flamingo Boulevard and I-95 SB ramps along St. Johns Heritage Parkway meets access management standards for a full median opening/traffic signal.

The traffic impact analysis provides the projected traffic volumes at the proposed driveway locations and operational analysis to support the proposed access changes on St. Johns Heritage Parkway. A Synchro 10 arterial analysis was performed for the St. Johns Heritage Parkway and is shown to operate with an acceptable LOS based upon the proposed access management. The arterial analysis is provided in **Appendix C**.

K:\OCA\_Civil\147787000 - Emerald Lakes TIA\October 2020\GIS\Figure 2 - Proposed Driveway Access Management.mxd - 10/8/2020 11:56:59 AM - Alex Manning



**This segment of St. Johns Heritage Parkway would qualify as a Access Class 5 with a posted speed of 45 mph and the following spacing requirements:**

- 1,320 feet between full median openings/traffic signals
- 660 feet between directional median openings
- 245 feet between driveway connections



## INTERSECTION CAPACITY ANALYSIS

Intersection analyses were performed for the intersections within the project's study area, as listed previously. The intersections were evaluated during 2030 buildout (with project) traffic conditions. Future background (without project) traffic volumes were based upon 2030 AADT volumes projected along St. Johns Heritage Parkway within the latest CFRPM model (v6.1). K and D factors were applied to the 2030 AADT volumes along St. Johns Heritage Parkway to calculate a peak hour peak directional traffic volume. For the buildout conditions analysis, project traffic was added to the future background (without project) traffic volumes. Worksheets detailing the intersection volume development are provided in the **Appendix D**. The project trip distribution for the study area intersections for the northern and southern developments are illustrated within **Figure 3** and **Figure 4**, respectively. The AM and PM peak hour intersection turning movement volumes at buildout for the study area intersections are illustrated in **Figure 5**.

## FUTURE 2030 BUILDOUT TRAFFIC CONDITIONS ANALYSIS

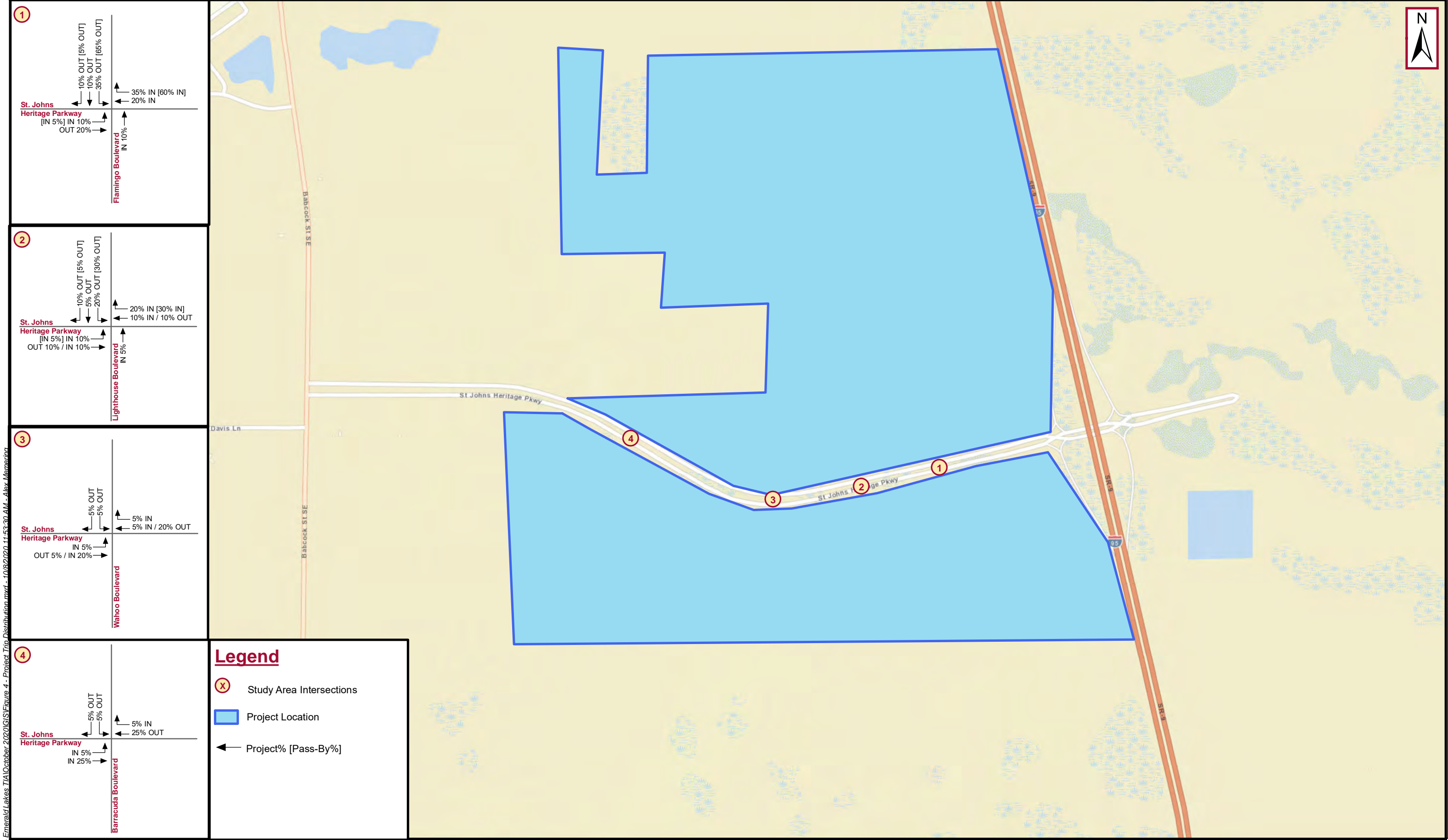
The operating conditions of the intersections within the study area were evaluated for buildout (with project) traffic conditions. **Table 6** The study area intersections are shown to operate with acceptable LOS and V/C ratios based on 2030 buildout PM peak hour conditions. Synchro output reports for each evaluated scenario are provided in the **Appendix E**.

**Table 6 - Buildout Traffic Conditions AM & PM Peak Hour Intersection Analysis Summary**

Intersection	Inter-section LOS	Inter-section Delay (S)	Max Movement V/C
AM Peak Hour Traffic			
Signalized			
Flamingo Boulevard & St. Johns Heritage Parkway	D	35.1	0.87
Lighthouse Boulevard & St. Johns Heritage Parkway	C	29.8	0.84
Unsignalized <sup>1</sup>			
Wahoo Boulevard & St. Johns Heritage Parkway	D/C	31.5/22.0	0.29/0.26
Barracuda Boulevard & St. Johns Heritage Parkway	E/C	38.8/20.4	0.40/0.24
PM Peak Hour Traffic			
Signalized			
Flamingo Boulevard & St. Johns Heritage Parkway	D	49.4	0.91
Lighthouse Boulevard & St. Johns Heritage Parkway	D	37.0	0.91
Unsignalized <sup>1</sup>			
Wahoo Boulevard & St. Johns Heritage Parkway	E/C	37.3/24.0	0.41/0.28
Barracuda Boulevard & St. Johns Heritage Parkway	E/C	49.5/21.8	0.55/0.25

Notes:

1. Intersection LOS and delay at unsignalized intersections are reported for the stop-controlled approaches only.



K:\IOCA\_Civil\147787000 - Emerald Lakes TIA\October 2020\GIS\Figure 4 - Project Trip Distribution.mxd - 10/8/2020 11:53:30 AM - Alex Memerin

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FIGURE 3 - PROJECT TRAFFIC DISTRIBUTION (NORTHERN DEVELOPMENT)

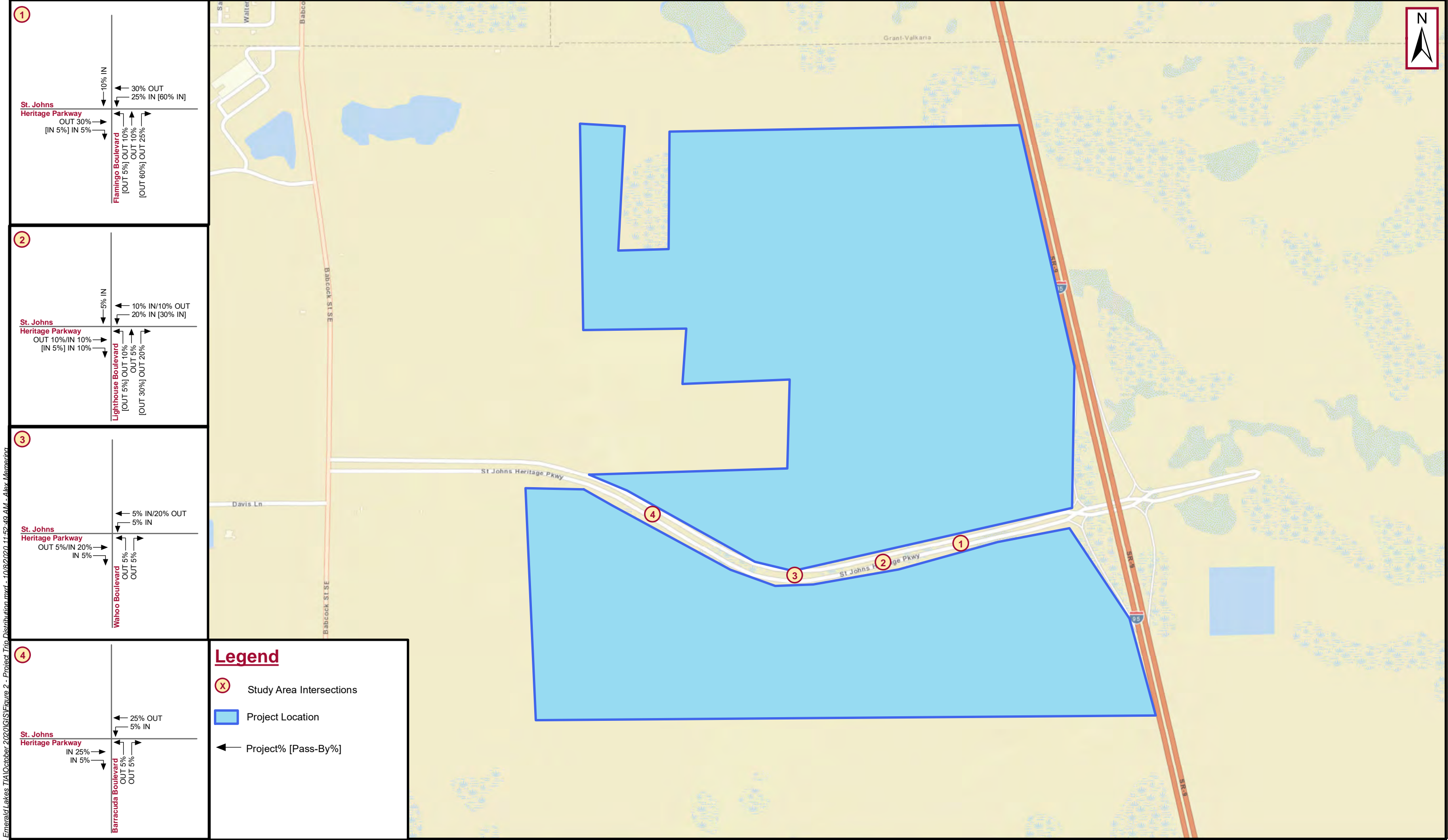
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Project No: 147787000

October 2020

Page 11





K:\IOCA\_Civil\147787000 - Emerald Lakes TIA\October 2020\GIS\Figure 2 - Project Trip Distribution.mxd - 10/8/2020 11:52:49 AM - Alex Memerin

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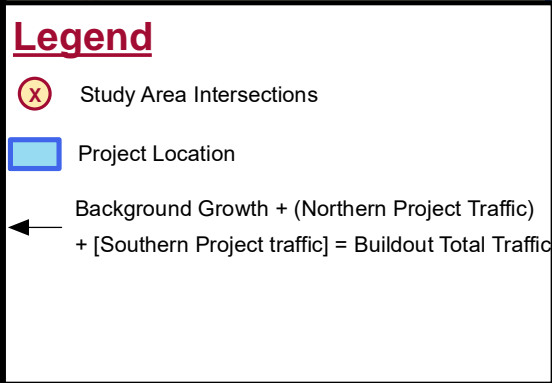
FIGURE 4 - PROJECT TRAFFIC DISTRIBUTION (SOUTHERN DEVELOPMENT)

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Project No: 147787000

October 2020

Page 12



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## SENSITIVITY ANALYSIS

A sensitivity analysis was performed for the proposed development to determine when the intersections of St. Johns Heritage Parkway & Flamingo Boulevard and St. Johns Heritage Parkway & Lighthouse Boulevard require signalization. Trip generation potential for a portion of the development (Phase I) to be constructed by 2023 was calculated. Phase I will consist of partial development of the southern development and include residential and commercial uses. Based on the Phase I development program, the project is anticipated to generate 13,606 net new external Daily trips, 648 AM peak hour net new external trips (329 in, 319 out), and 1,175 PM peak hour net new external trips (574 in, 601 out) upon 2023 buildout, as presented in **Appendix F**.

2023 future background (without project) traffic volumes were based upon 2030 AADT volumes and 2045 AADT volumes projected along St. Johns Heritage Parkway within the latest CFRPM model (v6.1). A growth rate was calculated between the 2030 AADT volumes and 2045 AADT volumes which was applied to the 2030 AADT volumes to calculate 2023 AADT volumes. K and D factors were applied to the 2023 AADT volumes along St. Johns Heritage Parkway to calculate a peak hour peak directional traffic volume. For the 2023 buildout conditions sensitivity analysis, project traffic was added to the future background (without project) traffic volumes. Worksheets detailing the intersection volume development are provided in the **Appendix F**.



## SIGNAL WARRANT ANALYSIS

Signal Warrant 3 from MUTCD was evaluated at the intersections of St. Johns Heritage Parkway & Flamingo Boulevard and St. Johns Heritage Parkway & Lighthouse Boulevard during 2023 buildout AM and PM peak hour traffic conditions.

- Signal Warrant 3 evaluates the highest individual hour approach volumes for the side street at the intersection. Signal Warrant 3 is **satisfied** for future background (stop-controlled approach) conditions.

St. Johns Heritage Parkway was considered the major street approach with two-through lanes and exclusive left turn lanes in each direction. St. Johns Heritage Parkway have exclusive right-turn lanes at both intersections in the eastbound and westbound directions. Since the speed limit on St. Johns Parkway at the subject intersection is 45 miles per hour, the 70 percent thresholds from the signal warrant tables and graphs were utilized for the analyses.

Flamingo Boulevard and Lighthouse Boulevard were considered the minor street approaches which will have a planned exclusive left turn lane and shared through/right-turn lane. Therefore, a two-lane approach was assumed for the minor street approaches.

A reduction in minor street right-turn volumes was applied based on Pagones Theorem. Pagones Theorem advises that only 25 percent of right-turn volumes be included in the minor street approach volume when an exclusive right-turn lane is provided on the minor street approach. A table summary of Pagones Theorem reductions is provided within **Appendix F**.

## SIGNAL WARRANT 3: PEAK HOUR VEHICULAR VOLUME

According to MUTCD, Warrant 3 is intended for application at locations where traffic conditions are such that for a minimum of one hour of an average day, the minor street traffic suffers undue delay when entering or crossing the major street. The peak hour 2023 buildout (with project) traffic volumes at the intersections of St. Johns Heritage Parkway & Flamingo Boulevard and St. Johns Heritage Parkway exceed the 70 percent volume thresholds for Warrant 3 during the PM peak hour. Therefore, Warrant 3 is satisfied. The Signal Warrant Analysis worksheet is provided in **Appendix F**.

## EXISTING TURN LANE ANALYSIS

Existing turn lanes at study area intersections were evaluated to determine if sufficient deceleration and storage is provided to accommodate buildout project traffic volume projections. The total turn lane length should accommodate the minimum deceleration required in the 2020 FDOT Design Manual, Exhibit 212-1 and the expected 50<sup>th</sup> percentile queue as calculated using Synchro 10. Additionally, existing storage lengths were determined to be sufficient if the turn lane could accommodate the 95<sup>th</sup> percentile queue length. The summary of the queue length evaluation is provided in **Table 7** and shows that the existing turn lanes have sufficient length to support project traffic.

**Table 7 - Existing Turn Lane Length Summary**

Intersection/Turn Lane	Existing Length (Ft)	Required Deceleration (Ft) <sup>1</sup>	Synchro 50th Percentile Queue Length (Ft) <sup>2</sup>	Synchro 95th Percentile Queue Length (Ft) <sup>2</sup>	Total Turn Lane Length (Ft)	Existing Turn Lane Length Sufficient? (Ft) <sup>3</sup>
St. Johns Heritage Parkway & Flamingo Boulevard						
Eastbound Left-Turn Lane	340	185	100	125	310	Yes
Eastbound Right-Turn Lane	340	185	25	25	210	Yes
Westbound Left-Turn Lane	340	185	150	250	335	Yes
Westbound Right-Turn Lane	340	185	50	125	235	Yes
St. Johns Heritage Parkway & Lighthouse Boulevard						
Eastbound Left-Turn Lane	340	185	50	75	235	Yes
Eastbound Right-Turn Lane	340	185	25	25	210	Yes
Westbound Left-Turn Lane	340	185	150	225	335	Yes
Westbound Right-Turn Lane	340	185	25	25	210	Yes
St. Johns Heritage Parkway & Wahoo Boulevard						
Eastbound Left-Turn Lane	350	185	--	25	210	Yes
Eastbound Right-Turn Lane	370	185	--	25	210	Yes
Westbound Left-Turn Lane	340	185	--	25	210	Yes
Westbound Right-Turn Lane	360	185	--	25	210	Yes
St. Johns Heritage Parkway & Barracuda Boulevard						
Eastbound Left-Turn Lane	350	185	--	25	210	Yes
Westbound Left-Turn Lane	360	185	--	25	210	Yes

Notes:

1. Based on the 2020 FDOT Design Manual, Exhibit 212-1.
2. Based on the 50th and 95th percentile queue reported in Synchro 10. Synchro 10 does not report 50th percentile queue lengths for two-way stop-controlled intersections.
3. Existing storage lengths were determined to be sufficient if the turn lane could accommodate the addition of the required deceleration length and 50th percentile queue length. Additionally, the existing storage length was determined to be sufficient if the turn lane could accommodate the 95th percentile queue length.

## PROPOSED TURN LANE ANALYSIS

Proposed turn lane lanes at the study area intersections were evaluated to determine sufficient storage lengths to accommodate buildout project traffic volume projections. Based upon the proposed speed limits within the internal roadway network of the development, it was determined that a deceleration length is not needed as cars will be traveling at reduced speeds. Therefore, it was determined that the total storage turn lane length will only need to accommodate the 95<sup>th</sup> percentile queue length. It should be noted that the minimum proposed storage length was determined to be the summation of the required deceleration length for a 35-mph roadway (145 feet) and the 95<sup>th</sup> percentile queue length. The summary of the proposed turn lane storage length is provided in **Table 8**.

**Table 8 - Proposed Turn Lane Length Summary**

Intersection/Turn Lane	Synchro 95th Percentile Queue Length (Ft) <sup>2</sup>	Proposed Turn Lane Length (Ft) <sup>3,4</sup>
St. Johns Heritage Parkway & Flamingo Boulevard		
Southbound Left-Turn Lane	275	275
Northbound Left-Turn Lane	175	175
Northbound Right-Turn Lane	200	200
St. Johns Heritage Parkway & Lighthouse Boulevard		
Southbound Left-Turn Lane	250	250
Southbound Right-Turn Lane	25	170
Northbound Left-Turn Lane	125	170
Northbound Right-Turn Lane	150	170
St. Johns Heritage Parkway & Wahoo Boulevard		
Southbound Left-Turn Lane	25	170
Northbound Left-Turn Lane	25	170

Notes:

1. The northbound and southbound approaches do not have a deceleration length as it is assumed that cars will not require deceleration due to the reduced speed limits along the interior roadways.
2. Based on the 95th percentile queue reported in Synchro 10.
3. Proposed storage lengths were determined based 95th percentile queue length. Synchro 10 does not provide the 50th percentile queue length for two-way stop-controlled intersections.
4. The minimum proposed turn lane length was determined to be the summation of the required deceleration for a 35 mph roadway (145 feet) and the 95th percentile queue length.

## SITE ACCESS ANALYSIS

As noted previously, access to the site will be provided via four existing full access median openings on St. Johns Heritage Parkway. The proposed site access geometry is provided in **Figure 6**.

### ST. JOHNS HERITAGE PARKWAY AT BARRACUDA BOULEVARD

Guidance within the FDOT Access Management Guidebook (November 2019) was utilized to determine if exclusive eastbound and westbound ingress right-turn lanes are warranted at Barracuda Boulevard. FDOT Access Management Guidebook recommends an exclusive ingress right-turn lane be provided at driveways where the right-turning movement is between 80 and 125 vehicles per hour for a roadway with a posted speed of 45 mph or less. Based on ingress turn volumes experienced at the Barracuda Boulevard upon buildout during the AM and PM peak hours, exclusive eastbound and westbound ingress right-turn lanes are not warranted.

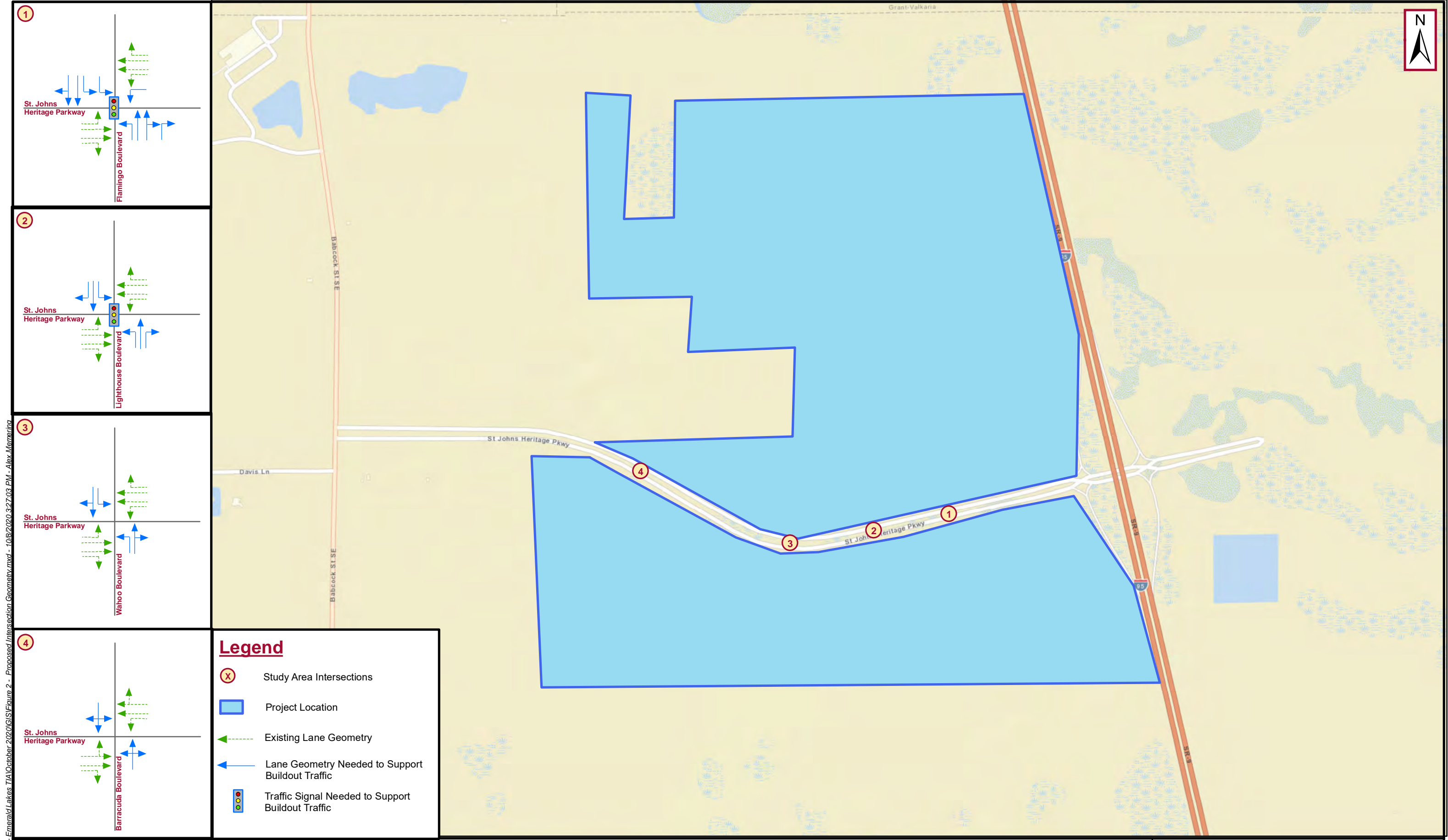


FIGURE 6 - PROPOSED SITE ACCESS INTERSECTION GEOMETRY

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October 2020

Page 19

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## MULTIMODAL ANALYSIS

The proposed developments north and south of St. Johns Heritage Parkway are planning to provide golf cart access to allow multimodal methods of travel between residential neighborhoods and commercial uses. In order to provide connectivity between the two developments, a proposed at-grade golf cart crossing will be provided at the intersection of St. Johns Heritage Parkway & Flamingo Boulevard. The at-grade golf cart crossing will reduce vehicle traffic and provide improved operations at the intersection St. Johns Heritage Parkway & Flamingo Boulevard.



## CONCLUSION

This traffic impact analysis was prepared to assess the transportation impacts associated with proposed developments generally located north and south of St. Johns Heritage Parkway, west of I-95 in Brevard County, Florida. The assumed buildout timeframe for the project is 2030.

The analysis concludes that the road segment of St. Johns Heritage Parkway from the Babcock Street to I-95 is anticipated to operate with acceptable LOS under both AM and PM peak hour buildout traffic conditions. Additionally, the study area intersections are anticipated to operate with acceptable LOS under AM and PM peak hour buildout traffic conditions.

A sensitivity analysis was performed for the proposed development to determine when the intersections of St. Johns Heritage Parkway & Flamingo Boulevard and St. Johns Heritage Parkway & Lighthouse Boulevard require signalization. A peak hour signal warrant from the MUTCD were evaluated during the AM and PM peak hour at the intersections of St. Johns Heritage Parkway & Flamingo Boulevard and St. Johns Heritage Parkway & Lighthouse Boulevard during 2023 buildout (with project) traffic conditions (Phase I). Based upon 2023 PM peak hour buildout (with project) traffic conditions, Warrant 3 is satisfied. Therefore, the intersections warrant signalization upon 2023 buildout of the development.

Access to the site will be provided via four existing full access median openings on St. Johns Heritage Parkway. Turn lane warrants were performed to determine if exclusive eastbound and westbound ingress right-turn lanes are warranted at the intersection of St. Johns Heritage Parkway & Barracuda Boulevard. Based on the projected volumes at the intersection, an eastbound ingress right-turn lane is not warranted.

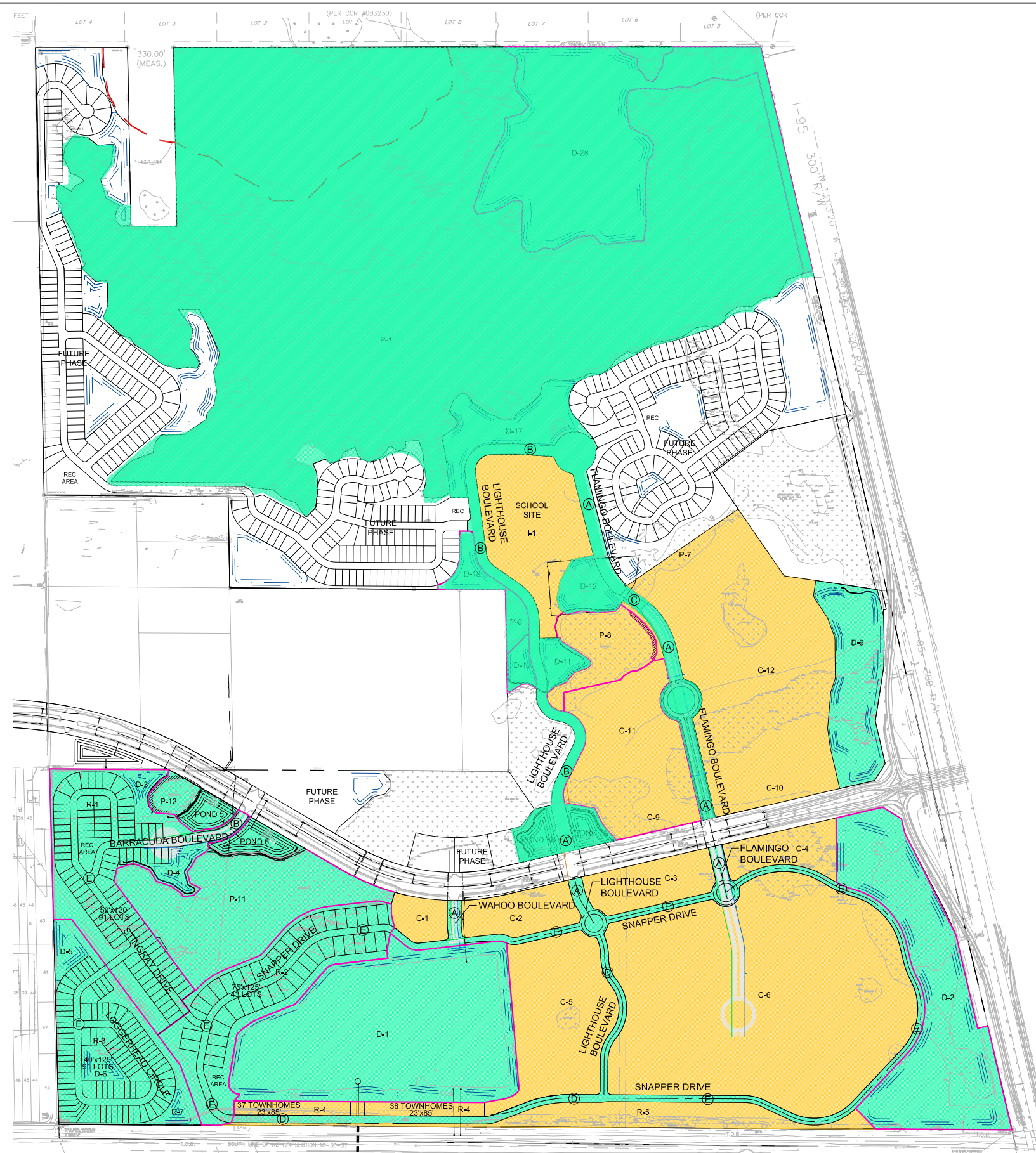
Existing turn lanes at the study area intersections were evaluated to determine if sufficient deceleration and storage is provided to accommodate buildout project traffic volume projections. The turn lane analysis concludes that the existing turn lanes at the study area intersections will have sufficient length to support project traffic. Additionally, proposed turn lane lanes at the study area intersections were evaluated to determine sufficient storage lengths to accommodate buildout project traffic volume projections.

A proposed at-grade golf cart crossing will be provided at the intersection of St. Johns Heritage Parkway & Flamingo Boulevard to provide connectivity between the proposed northern and southern developments on St. Johns Heritage Parkway. The at-grade golf cart crossing will reduce vehicle traffic and provide improved operations at the intersection of St. Johns Heritage Parkway & Flamingo Boulevard.

# APPENDICES



## APPENDIX A: CONCEPTUAL SITE PLAN



EMERALD LAKES WEST PHASE I EXHIBIT		
PARCEL #		ACRES +/-
C-1		2.066
C-2		4.776
C-3		5.764
C-4		4.888
C-5		18.516
C-6		68.662
C-7		1.784
C-8		2.896
C-9		5.996
C-10		7.917
C-11		13.129
C-12		35.516
D-1		46.091
D-2		29.478
D-3		2.094
D-4		2.052
D-5		3.333
D-6		1.679
D-7		1.352
D-8		0.145
D-9		10.903
D-10		1.306
D-11		1.884
D-12		3.013
D-13		1.932
D-14		0.69
D-17		6.921
D-18		1.791
D-26		31.482
D-R1		0.237
I-1		15.431
OS-R1		1.631
OS-R2		0.274
OS-R3		3.258
P-1		208.882
P-3		36.658
P-5		3.2
P-7		2.501
P-8		7.794
P-9		1.248
P-10		14.13
P-11		23.28
P-12		1.653
R-4		1.779
R-5		8.923
R-2		29.707
R 4		1.973
REC R1		0.694
REC R4		0.23
RW - 1		14.893
RW - 2		27.253
		718.853000

LEGEND:

PHASE I CONSTRUCTION AND PLATTING

PHASE I PLATTING ONLY

EMERALD LAKES WEST PHASE II EXHIBIT

1"=400'

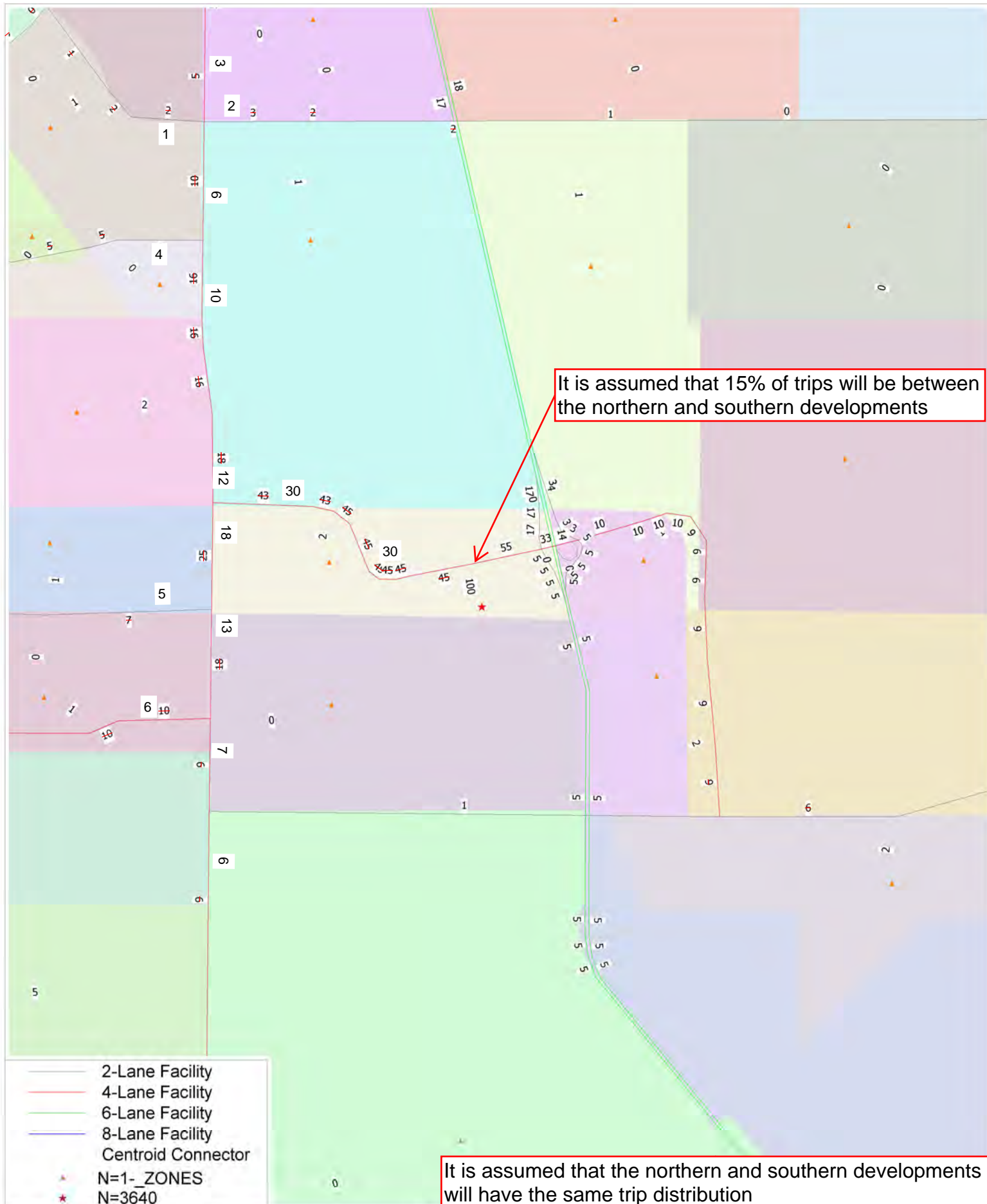


EMERALD LAKES WEST  
PHASE II EXHIBIT

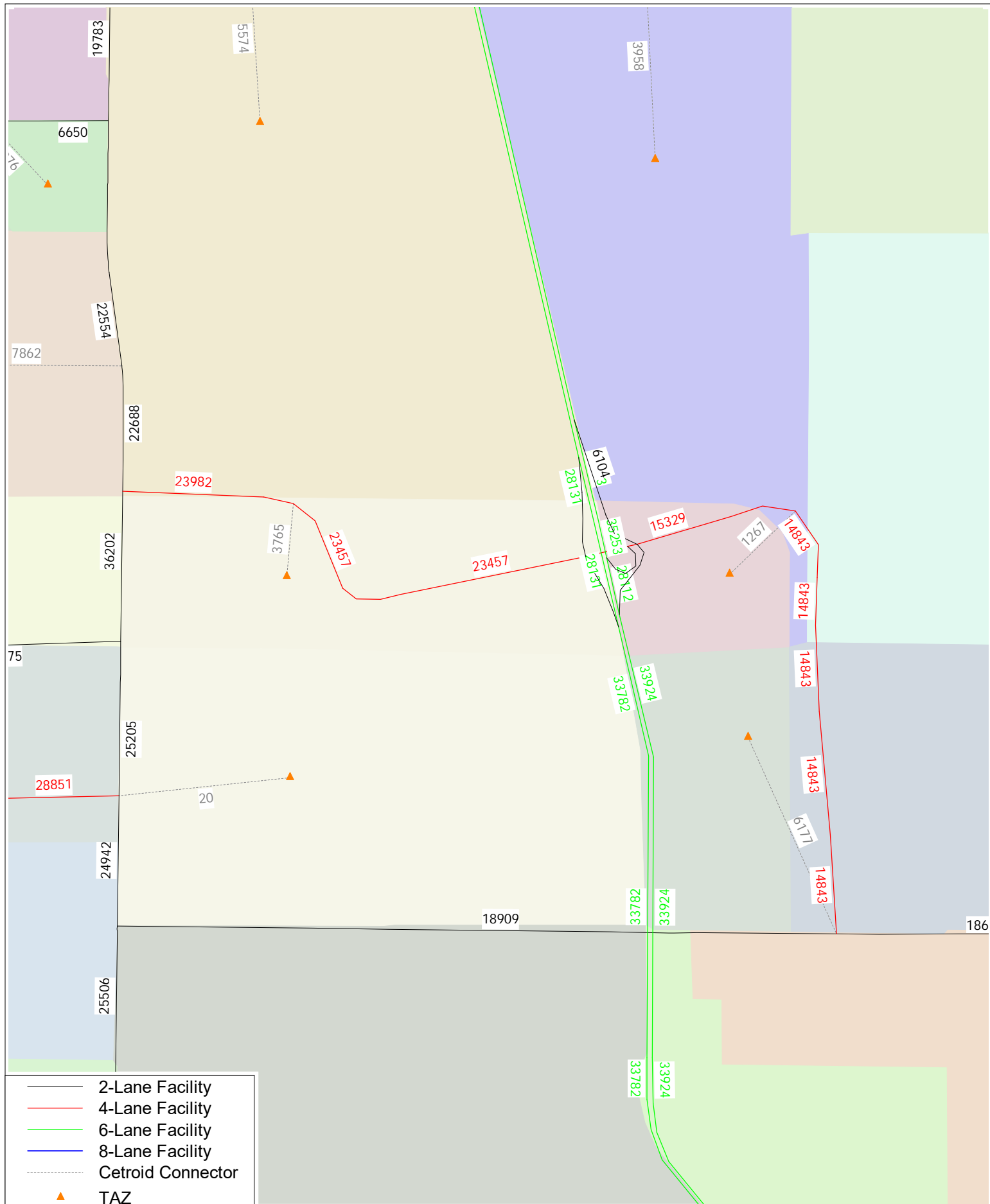
PH-1  
3-12-20

CONSTRUCTION  
ENGINEERING  
GROUP  
Consulting Engineers

## APPENDIX B: CFRPM MODEL OUTPUT



CFRPMv6.1 - Emerald Lakes  
 Traffic Distribution (Percentages) w/hand adjustments  
 9/29/2020



CFRPM v6.1 CF 2030  
AADT TRAFFIC VOLUMES  
June 2020





## APPENDIX C: SYNCHRO 10 ARTERIAL ANALYSIS

## Arterial Level of Service: EB St. Johns Heritage Parkway

Cross Street	Arterial Class	Flow Speed	Running Time	Signal Delay	Travel Time (s)	Dist (mi)	Arterial Speed	Arterial LOS
Lighthouse Boulevard	II	45	96.9	31.1	128.0	1.21	34.1	B
Flamingo Boulevard	II	45	22.6	27.6	50.2	0.21	14.9	E
Total	II		119.5	58.7	178.2	1.42	28.7	B

## Arterial Level of Service: WB St. Johns Heritage Parkway

Cross Street	Arterial Class	Flow Speed	Running Time	Signal Delay	Travel Time (s)	Dist (mi)	Arterial Speed	Arterial LOS
Flamingo Boulevard	II	45	50.7	29.5	80.2	0.63	28.4	B
Lighthouse Boulevard	II	45	22.6	10.4	33.0	0.21	22.6	C
Total	II		73.3	39.9	113.2	0.84	26.8	C



## Arterial Level of Service: EB St. Johns Heritage Parkway

Cross Street	Arterial Class	Flow Speed	Running Time	Signal Delay	Travel Time (s)	Dist (mi)	Arterial Speed	Arterial LOS
Lighthouse Boulevard	II	45	96.9	35.4	132.3	1.21	33.0	B
Flamingo Boulevard	II	45	22.6	34.5	57.1	0.21	13.1	E
Total	II		119.5	69.9	189.4	1.42	27.0	C

## Arterial Level of Service: WB St. Johns Heritage Parkway

Cross Street	Arterial Class	Flow Speed	Running Time	Signal Delay	Travel Time (s)	Dist (mi)	Arterial Speed	Arterial LOS
Flamingo Boulevard	II	45	50.7	39.9	90.6	0.63	25.2	C
Lighthouse Boulevard	II	45	22.6	11.6	34.2	0.21	21.9	D
Total	II		73.3	51.5	124.8	0.84	24.3	C

## APPENDIX D: INTERSECTION VOLUME DEVELOPMENT WORKSHEETS

# INTERSECTION VOLUME DEVELOPMENT

## St. Johns Heritage Parkway @ Flamingo Boulevard

AM PEAK HOUR	Northbound			Southbound			Eastbound			Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2030 Peak Season Volumes	0	0	0	0	0	0	0	961	0	0	961	0
3Q Project Traffic % Assignment	10%	10%	25%		10%			30%	10%	25%	30%	
3Q Project Traffic Direction	OUT	OUT	OUT		IN			OUT	IN	IN	IN	
3Q Project Traffic	62	62	154		64			185	64	160	192	
3Q Pass-By % Assignment	5%		60%						5%	60%		
3Q Pass-By Traffic Direction	OUT		OUT						IN	IN		
3Q Pass-By Traffic	2		25						3	40		
4Q Project Traffic % Assignment		10%		35%	10%	10%	10%	20%			20%	35%
4Q Project Traffic Direction		IN		OUT	OUT	OUT	IN	OUT			IN	IN
4Q Project Traffic		65		224	64	64	65	128			131	229
4Q Pass-By % Assignment				60%		5%	5%					60%
4Q Pass-By Traffic Direction				OUT		OUT	IN					IN
4Q Pass-By Traffic				123		10	9					113
2030 Background Traffic	0	0	0	0	0	0	0	961	0	0	961	0
2030 Total Traffic	64	127	179	347	128	74	74	1,274	67	200	1,284	342

PM PEAK HOUR	Northbound			Southbound			Eastbound			Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2030 Peak Season Volumes	0	0	0	0	0	0	0	961	0	0	961	0
3Q Project Traffic % Assignment	10%	10%	25%		10%			30%	5%	25%	30%	
3Q Project Traffic Direction	OUT	OUT	OUT		IN			OUT	IN	IN	IN	
3Q Project Traffic	89	166	222		77			266	39	193	231	
3Q Pass-By % Assignment	5%		60%						5%	60%		
3Q Pass-By Traffic Direction	OUT		OUT						IN	IN		
3Q Pass-By Traffic	9		113						9	104		
4Q Project Traffic % Assignment		10%		35%	10%	10%	10%	20%			20%	35%
4Q Project Traffic Direction		IN		OUT	OUT	OUT	IN	OUT			IN	IN
4Q Project Traffic		75		228	140	65	75	130			151	264
4Q Pass-By % Assignment				60%		5%	5%					60%
4Q Pass-By Traffic Direction				OUT		OUT	IN					IN
4Q Pass-By Traffic				123		10	9					113
2030 Background Traffic*	0	0	0	0	0	0	0	961	0	0	961	0
2030 Total Traffic	98	241	335	351	217	75	84	1,357	48	297	1,343	377

# INTERSECTION VOLUME DEVELOPMENT

## St. Johns Heritage Parkway @ Lighthouse Boulevard

AM PEAK HOUR	Northbound			Southbound			Eastbound			Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2030 Peak Season Volumes	0	0	0	0	0	0	0	961	0	0	961	0
3Q Project Traffic % Assignment	10%	5%	20%		5%			20%	10%	20%	20%	
3Q Project Traffic Direction	OUT	OUT	OUT		IN			IN/OUT	IN	IN	IN/OUT	
3Q Project Traffic	62	31	123		32			126	64	128	126	
3Q Pass-By % Assignment	5%		30%						5%	30%		
3Q Pass-By Traffic Direction	OUT		OUT						IN	IN		
3Q Pass-By Traffic	2		12						3	20		
4Q Project Traffic % Assignment		5%		20%	5%	10%	10%	20%			20%	20%
4Q Project Traffic Direction		IN		OUT	OUT	OUT	IN	IN/OUT			IN/OUT	IN
4Q Project Traffic		33		128	32	64	65	129			129	131
4Q Pass-By % Assignment				30%		5%	5%					30%
4Q Pass-By Traffic Direction				OUT		OUT	IN					IN
4Q Pass-By Traffic				62		10	9					57
2030 Background Traffic	0	0	0	0	0	0	0	961	0	0	961	0
2030 Total Traffic	64	64	135	190	64	74	74	1,216	67	148	1,216	188

PM PEAK HOUR	Northbound			Southbound			Eastbound			Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2030 Peak Season Volumes	0	0	0	0	0	0	0	961	0	0	961	0
3Q Project Traffic % Assignment	10%	5%	20%		5%			20%	10%	20%	20%	
3Q Project Traffic Direction	OUT	OUT	OUT		IN			IN/OUT	IN	IN	IN/OUT	
3Q Project Traffic	89	44	177		39			166	77	154	166	
3Q Pass-By % Assignment	5%		30%						5%	30%		
3Q Pass-By Traffic Direction	OUT		OUT						IN	IN		
3Q Pass-By Traffic	9		57						9	52		
4Q Project Traffic % Assignment		5%		20%	5%	10%	10%	20%			20%	20%
4Q Project Traffic Direction		IN		OUT	OUT	OUT	IN	IN/OUT			IN/OUT	IN
4Q Project Traffic		38		130	33	65	75	140			140	151
4Q Pass-By % Assignment				30%		5%	5%					30%
4Q Pass-By Traffic Direction				OUT		OUT	IN					IN
4Q Pass-By Traffic				62		10	9					57
2030 Background Traffic*	0	0	0	0	0	0	0	961	0	0	961	0
2030 Total Traffic	98	82	234	192	72	75	84	1,267	86	206	1,267	208

# INTERSECTION VOLUME DEVELOPMENT

## St. Johns Heritage Parkway @ Wahoo Boulevard

AM PEAK HOUR	Northbound			Southbound			Eastbound			Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2030 Peak Season Volumes	0	5	0	0	5	0	0	961	0	0	961	0
3Q Project Traffic % Assignment	5%		5%					25%	5%	5%	25%	
3Q Project Traffic Direction	OUT		OUT					IN/OUT	IN	IN	IN/OUT	
3Q Project Traffic	31		31					155	32	32	155	
4Q Project Traffic % Assignment				5%		5%	5%	25%			25%	5%
4Q Project Traffic Direction				OUT		OUT	IN	IN/OUT			IN/OUT	IN
4Q Project Traffic				32		32	33	163			161	33
2030 Background Traffic	0	5	0	0	5	0	0	961	0	0	961	0
2030 Total Traffic	31	5	31	32	5	32	33	1,279	32	32	1,277	33

PM PEAK HOUR	Northbound			Southbound			Eastbound			Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2030 Peak Season Volumes	0	5	0	0	5	0	0	961	0	0	961	0
3Q Project Traffic % Assignment	5%		5%					25%	5%	5%	25%	
3Q Project Traffic Direction	OUT		OUT					IN/OUT	IN	IN	IN/OUT	
3Q Project Traffic	44		44					216	39	39	198	
4Q Project Traffic % Assignment				5%		5%	5%	25%			25%	5%
4Q Project Traffic Direction				OUT		OUT	IN	IN/OUT			IN/OUT	IN
4Q Project Traffic				33		33	38	184			168	38
2030 Background Traffic*	0	5	0	0	5	0	0	961	0	0	961	0
2030 Total Traffic	44	5	44	33	5	33	38	1,361	39	39	1,327	38

# INTERSECTION VOLUME DEVELOPMENT

## St. Johns Heritage Parkway @ Barracuda Boulevard

























AM PEAK HOUR	Northbound			Southbound			Eastbound			Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2030 Peak Season Volumes	0	2	0	0	2	0	0	961	0	0	961	0
3Q Project Traffic % Assignment	5%		5%					25%	5%	5%	25%	
3Q Project Traffic Direction	OUT		OUT					IN	IN	IN	OUT	
3Q Project Traffic	31		31					160	32	32	154	
4Q Project Traffic % Assignment				5%		5%	5%	25%			25%	5%
4Q Project Traffic Direction				OUT		OUT	IN	IN			OUT	IN
4Q Project Traffic				32		32	33	163			160	33
2030 Background Traffic	0	2	0	0	2	0	0	961	0	0	961	0
2030 Total Traffic	31	2	31	32	2	32	33	1,284	32	32	1,275	33

PM PEAK HOUR	Northbound			Southbound			Eastbound			Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2030 Peak Season Volumes	0	2	0	0	3	0	0	961	0	0	961	0
3Q Project Traffic % Assignment	5%		5%					25%	5%	5%	25%	
3Q Project Traffic Direction	OUT		OUT					IN	IN	IN	OUT	
3Q Project Traffic	44		44					193	39	39	222	
4Q Project Traffic % Assignment				5%		5%	5%	25%			25%	5%
4Q Project Traffic Direction				OUT		OUT	IN	IN			OUT	IN
4Q Project Traffic				33		33	38	189			163	38
2030 Background Traffic*	0	2	0	0	3	0	0	961	0	0	961	0
2030 Total Traffic	44	2	44	33	3	33	38	1,343	39	39	1,346	38

## APPENDIX E: SYNCHRO 10 OUTPUT

Lanes, Volumes, Timings  
1: Flamingo Boulevard & St. Johns Heritage Parkway

2030 Buildout Conditions  
Timing Plan: AM Peak Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	74	1274	67	200	1284	342	64	127	179	347	128	74
Future Volume (vph)	74	1274	67	200	1284	342	64	127	179	347	128	74
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	80	1385	73	217	1396	372	70	138	195	377	139	80
Shared Lane Traffic (%)	47%											
Lane Group Flow (vph)	80	1385	73	217	1396	372	70	230	103	377	219	0
Turn Type	pm+pt	NA	Perm	pm+pt	NA	Perm	Prot	NA	pm+ov	Prot	NA	
Protected Phases	1	6		5	2		7	4	5	3	8	
Permitted Phases	6		6	2		2			4			
Detector Phase	1	6	6	5	2	2	7	4	5	3	8	
Switch Phase												
Minimum Initial (s)	7.0	20.0	20.0	7.0	20.0	20.0	5.0	10.0	7.0	5.0	10.0	
Minimum Split (s)	14.2	26.8	26.8	14.2	26.8	26.8	9.5	22.5	14.2	9.5	22.5	
Total Split (s)	15.0	66.0	66.0	25.0	76.0	76.0	21.0	23.0	25.0	26.0	28.0	
Total Split (%)	10.7%	47.1%	47.1%	17.9%	54.3%	54.3%	15.0%	16.4%	17.9%	18.6%	20.0%	
Yellow Time (s)	4.8	4.8	4.8	4.8	4.8	4.8	3.5	3.7	4.8	3.5	3.7	
All-Red Time (s)	2.4	2.0	2.0	2.4	2.0	2.0	1.0	4.1	2.4	1.0	4.1	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	7.2	6.8	6.8	7.2	6.8	6.8	4.5	7.8	7.2	4.5	7.8	
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lead	Lag	Lag	
Lead-Lag Optimize?		Yes	Yes	Yes			Yes	Yes	Yes	Yes	Yes	
Recall Mode	None	C-Min	C-Min	None	C-Min	C-Min	None	None	None	None	None	
v/c Ratio	0.43	0.83	0.08	0.84	0.74	0.37	0.51	0.66	0.23	0.79	0.36	
Control Delay	23.1	27.6	0.3	64.4	29.5	2.9	74.1	49.5	8.5	70.6	37.5	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Delay	23.1	27.6	0.3	64.4	29.5	2.9	74.1	49.5	8.5	70.6	37.5	
Queue Length 50th (ft)	20	211	0	142	513	0	62	74	2	172	64	
Queue Length 95th (ft)	m62	#590	m0	#273	643	52	112	120	51	227	106	
Internal Link Dist (ft)		1016			3266			779			788	
Turn Bay Length (ft)	340		340	340		340						
Base Capacity (vph)	189	1661	859	282	1874	1013	208	415	466	527	613	
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	
Reduced v/c Ratio	0.42	0.83	0.08	0.77	0.74	0.37	0.34	0.55	0.22	0.72	0.36	

Intersection Summary

Cycle Length: 140

Actuated Cycle Length: 140

Offset: 131 (94%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow

Natural Cycle: 100

Control Type: Actuated-Coordinated

# 95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

























Splits and Phases: 1: Flamingo Boulevard & St. Johns Heritage Parkway





HCM 6th Signalized Intersection Summary  
1: Flamingo Boulevard & St. Johns Heritage Parkway

2030 Buildout Conditions  
Timing Plan: AM Peak Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	74	1274	67	200	1284	342	64	127	179	347	128	74
Future Volume (veh/h)	74	1274	67	200	1284	342	64	127	179	347	128	74
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	80	1385	69	217	1396	335	70	138	172	377	139	76
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	209	1862	831	261	1951	870	89	168	515	434	374	194
Arrive On Green	0.05	0.52	0.52	0.07	0.55	0.55	0.05	0.09	0.09	0.13	0.17	0.17
Sat Flow, veh/h	1781	3554	1585	1781	3554	1585	1781	1870	3170	3456	2265	1172
Grp Volume(v), veh/h	80	1385	69	217	1396	335	70	138	172	377	107	108
Grp Sat Flow(s),veh/h/ln	1781	1777	1585	1781	1777	1585	1781	1870	1585	1728	1777	1659
Q Serve(g_s), s	2.8	42.6	3.0	7.8	40.9	16.9	5.4	10.2	6.7	15.0	7.5	8.1
Cycle Q Clear(g_c), s	2.8	42.6	3.0	7.8	40.9	16.9	5.4	10.2	6.7	15.0	7.5	8.1
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		0.71
Lane Grp Cap(c), veh/h	209	1862	831	261	1951	870	89	168	515	434	294	274
V/C Ratio(X)	0.38	0.74	0.08	0.83	0.72	0.38	0.78	0.82	0.33	0.87	0.37	0.39
Avail Cap(c_a), veh/h	223	1862	831	358	1951	870	210	203	575	531	294	274
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.66	0.66	0.66	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	20.4	26.0	16.6	26.5	23.4	18.1	65.7	62.6	51.9	60.1	51.9	52.2
Incr Delay (d2), s/veh	0.8	1.8	0.1	11.2	2.3	1.3	13.8	19.7	0.4	12.4	0.8	0.9
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.1	17.4	1.2	4.5	16.7	6.5	2.8	5.8	2.7	7.3	3.4	3.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	21.2	27.8	16.7	37.7	25.7	19.3	79.5	82.4	52.3	72.5	52.7	53.1
LnGrp LOS	C	C	B	D	C	B	E	F	D	E	D	D
Approach Vol, veh/h		1534			1948			380			592	
Approach Delay, s/veh		27.0			26.0			68.2			65.4	
Approach LOS		C			C			E			E	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	13.9	83.7	22.1	20.4	17.4	80.2	11.5	30.9				
Change Period (Y+Rc), s	* 7.2	6.8	4.5	* 7.8	* 7.2	6.8	4.5	* 7.8				
Max Green Setting (Gmax), s	* 7.8	69.2	21.5	* 15	* 18	59.2	16.5	* 20				
Max Q Clear Time (g_c+I1), s	4.8	42.9	17.0	12.2	9.8	44.6	7.4	10.1				
Green Ext Time (p_c), s	0.0	12.8	0.6	0.4	0.3	8.2	0.1	0.8				

Intersection Summary

HCM 6th Ctrl Delay 35.1  
HCM 6th LOS D

























Notes

User approved volume balancing among the lanes for turning movement.

\* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Lanes, Volumes, Timings  
2: Lighthouse Boulevard & St. Johns Heritage Parkway

2030 Buildout Conditions  
Timing Plan: AM Peak Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	74	1216	67	148	1216	188	63	64	135	190	64	74
Future Volume (vph)	74	1216	67	148	1216	188	63	64	135	190	64	74
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	80	1322	73	161	1322	204	68	70	147	207	70	80
Shared Lane Traffic (%)												
Lane Group Flow (vph)	80	1322	73	161	1322	204	68	70	147	207	70	80
Turn Type	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2		2	4		4	8		8
Detector Phase	1	6	6	5	2	2	7	4	4	3	8	8
Switch Phase												
Minimum Initial (s)	7.0	20.0	20.0	7.0	20.0	20.0	5.0	10.0	10.0	5.0	10.0	10.0
Minimum Split (s)	14.9	26.8	26.8	14.7	26.8	26.8	9.5	25.8	25.8	9.5	25.8	25.8
Total Split (s)	15.0	66.0	66.0	25.0	76.0	76.0	23.0	26.0	26.0	23.0	26.0	26.0
Total Split (%)	10.7%	47.1%	47.1%	17.9%	54.3%	54.3%	16.4%	18.6%	18.6%	16.4%	18.6%	18.6%
Yellow Time (s)	4.8	4.8	4.8	4.8	4.8	4.8	3.5	3.7	3.7	3.5	3.7	3.7
All-Red Time (s)	3.1	2.0	2.0	2.9	2.0	2.0	1.0	4.1	4.1	1.0	4.1	4.1
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.9	6.8	6.8	7.7	6.8	6.8	4.5	7.8	7.8	4.5	7.8	7.8
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Min	C-Min	None	C-Min	C-Min	None	None	None	None	None	None
v/c Ratio	0.37	0.73	0.08	0.62	0.68	0.21	0.26	0.46	0.49	0.60	0.25	0.20
Control Delay	15.9	31.1	0.2	46.6	10.4	0.4	42.0	70.8	8.8	50.9	56.3	1.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	15.9	31.1	0.2	46.6	10.4	0.4	42.0	70.8	8.8	50.9	56.3	1.2
Queue Length 50th (ft)	25	487	0	80	131	0	48	62	0	158	58	0
Queue Length 95th (ft)	50	672	0	m138	130	m1	86	112	31	228	107	0
Internal Link Dist (ft)		793			1016			452			408	
Turn Bay Length (ft)	340		340	340		340						
Base Capacity (vph)	219	1813	905	316	1939	959	370	242	367	355	278	394
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.37	0.73	0.08	0.51	0.68	0.21	0.18	0.29	0.40	0.58	0.25	0.20

Intersection Summary

Cycle Length: 140

Actuated Cycle Length: 140

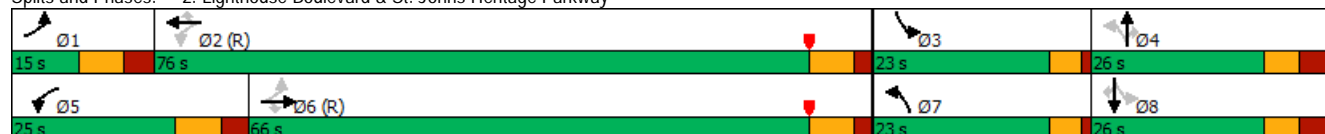
Offset: 0 (0%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow

Natural Cycle: 90

Control Type: Actuated-Coordinated

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 2: Lighthouse Boulevard & St. Johns Heritage Parkway



























# HCM 6th Signalized Intersection Summary

## 2: Lighthouse Boulevard & St. Johns Heritage Parkway

2030 Buildout Conditions

Timing Plan: AM Peak Hour






















												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	74	1216	67	148	1216	188	63	64	135	190	64	74
Future Volume (veh/h)	74	1216	67	148	1216	188	63	64	135	190	64	74
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	80	1322	69	161	1322	177	68	70	129	207	70	73
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	234	1916	854	255	1941	866	253	181	153	332	314	266
Arrive On Green	0.05	0.54	0.54	0.06	0.55	0.55	0.05	0.10	0.10	0.12	0.17	0.17
Sat Flow, veh/h	1781	3554	1585	1781	3554	1585	1781	1870	1585	1781	1870	1585
Grp Volume(v), veh/h	80	1322	69	161	1322	177	68	70	129	207	70	73
Grp Sat Flow(s),veh/h/ln	1781	1777	1585	1781	1777	1585	1781	1870	1585	1781	1870	1585
Q Serve(g_s), s	2.7	38.2	2.9	5.6	37.6	8.0	4.8	4.9	11.2	14.2	4.5	5.6
Cycle Q Clear(g_c), s	2.7	38.2	2.9	5.6	37.6	8.0	4.8	4.9	11.2	14.2	4.5	5.6
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	234	1916	854	255	1941	866	253	181	153	332	314	266
V/C Ratio(X)	0.34	0.69	0.08	0.63	0.68	0.20	0.27	0.39	0.84	0.62	0.22	0.27
Avail Cap(c_a), veh/h	239	1916	854	375	1941	866	407	243	206	360	314	266
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	0.60	0.60	0.60	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	18.7	23.7	15.6	21.5	23.0	16.2	53.6	59.4	62.2	47.5	50.4	50.8
Incr Delay (d2), s/veh	0.9	2.1	0.2	1.6	1.2	0.3	0.6	1.4	20.3	3.0	0.4	0.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.1	15.7	1.1	2.3	15.2	3.0	2.2	2.4	5.4	6.6	2.2	2.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	19.6	25.7	15.7	23.1	24.1	16.6	54.1	60.7	82.5	50.4	50.7	51.4
LnGrp LOS	B	C	B	C	C	B	D	E	F	D	D	D
Approach Vol, veh/h	1471			1660			267			350		
Approach Delay, s/veh	24.9			23.2			69.6			50.7		
Approach LOS	C			C			E			D		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	14.6	83.3	20.8	21.3	15.6	82.3	10.9	31.3				
Change Period (Y+Rc), s	7.9	6.8	4.5	* 7.8	* 7.7	6.8	4.5	* 7.8				
Max Green Setting (Gmax), s	7.1	69.2	18.5	* 18	* 17	59.2	18.5	* 18				
Max Q Clear Time (g_c+I1), s	4.7	39.6	16.2	13.2	7.6	40.2	6.8	7.6				
Green Ext Time (p_c), s	0.0	11.7	0.1	0.3	0.3	9.1	0.1	0.4				










Intersection Summary	
HCM 6th Ctrl Delay	29.8
HCM 6th LOS	C
Notes	

\* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Lanes, Volumes, Timings  
3: Wahoo Boulevard & St. Johns Heritage Parkway

2030 Buildout Conditions  
Timing Plan: AM Peak Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	33	1279	32	32	1277	33	31	5	31	32	5	32
Future Volume (vph)	33	1279	32	32	1277	33	31	5	31	32	5	32
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	36	1390	35	35	1388	36	34	5	34	35	5	35
Shared Lane Traffic (%)												
Lane Group Flow (vph)	36	1390	35	35	1388	36	34	39	0	0	75	0
Sign Control	Free				Free				Stop		Stop	
Intersection Summary												
Control Type: Unsignalized												

Intersection												
Int Delay, s/veh	1.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	33	1279	32	32	1277	33	31	5	31	32	5	32
Future Vol, veh/h	33	1279	32	32	1277	33	31	5	31	32	5	32
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	350	-	370	340	-	360	0	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	2	-	-	2	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	36	1390	35	35	1388	36	34	5	34	35	5	35

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1424	0	0	1425	0	0	2229	2956	695	2228	2955	694
Stage 1	-	-	-	-	-	-	1462	1462	-	1458	1458	-
Stage 2	-	-	-	-	-	-	767	1494	-	770	1497	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	*828	-	-	473	-	-	*44	8	385	*44	*8	*553
Stage 1	-	-	-	-	-	-	*135	192	-	*522	*457	-
Stage 2	-	-	-	-	-	-	*522	434	-	*359	*184	-
Platoon blocked, %	1	-	-	-	-	-	1	1	-	1	1	1
Mov Cap-1 Maneuver	*828	-	-	473	-	-	*36	7	385	*36	*7	*553
Mov Cap-2 Maneuver	-	-	-	-	-	-	*118	151	-	*223	*125	-
Stage 1	-	-	-	-	-	-	*129	184	-	*499	*424	-
Stage 2	-	-	-	-	-	-	*447	402	-	*304	*176	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.2	0.3	31.5	22
HCM LOS			D	C



















Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	118	317	* 828	-	-	473	-	-	286
HCM Lane V/C Ratio	0.286	0.123	0.043	-	-	0.074	-	-	0.262
HCM Control Delay (s)	47.3	17.9	9.5	-	-	13.2	-	-	22
HCM Lane LOS	E	C	A	-	-	B	-	-	C
HCM 95th %tile Q(veh)	1.1	0.4	0.1	-	-	0.2	-	-	1







  

Notes												
-: Volume exceeds capacity    \$: Delay exceeds 300s    +: Computation Not Defined    *: All major volume in platoon												

## 4: Barracuda Boulevard &amp; St. Johns Heritage Parkway

























Timing Plan: AM Peak Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	33	1284	32	32	1275	33	31	2	31	32	2	32
Future Volume (vph)	33	1284	32	32	1275	33	31	2	31	32	2	32
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	36	1396	35	35	1386	36	34	2	34	35	2	35
Shared Lane Traffic (%)												
Lane Group Flow (vph)	36	1431	0	35	1422	0	0	70	0	0	72	0
Sign Control		Free			Free			Stop			Stop	
Intersection Summary												
Control Type: Unsignalized												

Intersection												
Int Delay, s/veh	1.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	33	1284	32	32	1275	33	31	2	31	32	2	32
Future Vol, veh/h	33	1284	32	32	1275	33	31	2	31	32	2	32
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	350	-	-	360	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	2	-	-	2	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	36	1396	35	35	1386	36	34	2	34	35	2	35
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1422	0	0	1431	0	0	2250	2978	716	2245	2977	711
Stage 1	-	-	-	-	-	-	1486	1486	-	1474	1474	-
Stage 2	-	-	-	-	-	-	764	1492	-	771	1503	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	*828	-	-	471	-	-	*41	7	373	41	7	*553
Stage 1	-	-	-	-	-	-	*130	186	-	513	451	-
Stage 2	-	-	-	-	-	-	*522	436	-	359	183	-
Platoon blocked, %	1	-	-	-	-	-	1	1	-	1	1	1
Mov Cap-1 Maneuver	*828	-	-	471	-	-	*35	6	373	~ 34	6	*553
Mov Cap-2 Maneuver	-	-	-	-	-	-	*114	147	-	225	123	-
Stage 1	-	-	-	-	-	-	*124	178	-	491	418	-
Stage 2	-	-	-	-	-	-	*450	404	-	309	175	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.2			0.3			38.8			20.4		
HCM LOS							E			C		
Minor Lane/Major Mvmt	NBLn1		EBL	EBT	EBR	WBL	WBT	WBR	SBLn1			
Capacity (veh/h)	174		* 828	-	-	471	-	-	305			
HCM Lane V/C Ratio	0.4		0.043	-	-	0.074	-	-	0.235			
HCM Control Delay (s)	38.8		9.5	-	-	13.3	-	-	20.4			
HCM Lane LOS	E		A	-	-	B	-	-	C			
HCM 95th %tile Q(veh)	1.8		0.1	-	-	0.2	-	-	0.9			
Notes												
~: Volume exceeds capacity    \$: Delay exceeds 300s    +: Computation Not Defined    *: All major volume in platoon												

Lanes, Volumes, Timings  
1: Flamingo Boulevard & St. Johns Heritage Parkway

2030 Buildout Conditions  
Timing Plan: PM Peak Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	84	1357	48	297	1343	377	98	241	335	351	217	75
Future Volume (vph)	84	1357	48	297	1343	377	98	241	335	351	217	75
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Adj. Flow (vph)	88	1414	50	309	1399	393	102	251	349	366	226	78
Shared Lane Traffic (%)									46%			
Lane Group Flow (vph)	88	1414	50	309	1399	393	102	412	188	366	304	0
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	pm+ov	Prot	NA	
Protected Phases	1	6		5	2		7	4	5	3	8	
Permitted Phases			6			2			4			
Detector Phase	1	6	6	5	2	2	7	4	5	3	8	
Switch Phase												
Minimum Initial (s)	7.0	20.0	20.0	7.0	20.0	20.0	5.0	10.0	7.0	5.0	10.0	
Minimum Split (s)	14.2	26.8	26.8	14.2	26.8	26.8	9.5	25.8	14.2	9.5	25.8	
Total Split (s)	23.0	71.0	71.0	24.0	72.0	72.0	24.0	31.0	24.0	24.0	31.0	
Total Split (%)	15.3%	47.3%	47.3%	16.0%	48.0%	48.0%	16.0%	20.7%	16.0%	16.0%	20.7%	
Yellow Time (s)	4.8	4.8	4.8	4.8	4.8	4.8	3.5	3.7	4.8	3.5	3.7	
All-Red Time (s)	2.4	2.0	2.0	2.4	2.0	2.0	1.0	4.1	2.4	1.0	4.1	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	7.2	6.8	6.8	7.2	6.8	6.8	4.5	7.8	7.2	4.5	7.8	
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lead	Lead	Lag	
Lead-Lag Optimize?		Yes	Yes	Yes			Yes	Yes	Yes	Yes	Yes	
Recall Mode	None	C-Min	C-Min	None	C-Min	C-Min	None	None	None	None	None	
v/c Ratio	0.60	0.89	0.06	0.81	0.83	0.42	0.62	0.83	0.40	0.85	0.51	
Control Delay	81.7	34.5	1.2	81.7	39.9	6.4	81.2	66.6	29.8	82.3	54.7	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Delay	81.7	34.5	1.2	81.7	39.9	6.4	81.2	66.6	29.8	82.3	54.7	
Queue Length 50th (ft)	90	268	0	152	627	33	98	181	105	182	128	
Queue Length 95th (ft)	m126	#622	m3	#223	776	113	158	244	184	#256	186	
Internal Link Dist (ft)		1016			3266			779			894	
Turn Bay Length (ft)	340		340	340		340						
Base Capacity (vph)	186	1593	779	393	1694	930	230	552	479	446	601	
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	
Reduced v/c Ratio	0.47	0.89	0.06	0.79	0.83	0.42	0.44	0.75	0.39	0.82	0.51	

Intersection Summary

Cycle Length: 150

Actuated Cycle Length: 150

Offset: 140 (93%), Referenced to phase 2:WBT and 6:EBT, Start of Yellow

Natural Cycle: 110

Control Type: Actuated-Coordinated

# 95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

























Splits and Phases: 1: Flamingo Boulevard & St. Johns Heritage Parkway





HCM 6th Signalized Intersection Summary  
1: Flamingo Boulevard & St. Johns Heritage Parkway

2030 Buildout Conditions  
Timing Plan: PM Peak Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	84	1357	48	297	1343	377	98	241	335	351	217	75
Future Volume (veh/h)	84	1357	48	297	1343	377	98	241	335	351	217	75
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	88	1414	45	309	1399	353	102	251	315	366	226	70
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	109	1614	720	355	1762	786	124	277	795	413	532	161
Arrive On Green	0.06	0.45	0.45	0.10	0.50	0.50	0.07	0.15	0.15	0.12	0.20	0.20
Sat Flow, veh/h	1781	3554	1585	3456	3554	1585	1781	1870	3170	3456	2689	812
Grp Volume(v), veh/h	88	1414	45	309	1399	353	102	251	315	366	147	149
Grp Sat Flow(s),veh/h/ln	1781	1777	1585	1728	1777	1585	1781	1870	1585	1728	1777	1724
Q Serve(g_s), s	7.3	54.1	2.4	13.2	49.1	21.7	8.5	19.8	12.4	15.6	10.9	11.3
Cycle Q Clear(g_c), s	7.3	54.1	2.4	13.2	49.1	21.7	8.5	19.8	12.4	15.6	10.9	11.3
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		0.47
Lane Grp Cap(c), veh/h	109	1614	720	355	1762	786	124	277	795	413	352	341
V/C Ratio(X)	0.81	0.88	0.06	0.87	0.79	0.45	0.82	0.91	0.40	0.89	0.42	0.44
Avail Cap(c_a), veh/h	188	1614	720	387	1762	786	232	289	816	449	352	341
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.61	0.61	0.61	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	69.6	37.1	23.0	66.3	31.4	24.5	68.8	62.8	46.7	65.0	52.6	52.8
Incr Delay (d2), s/veh	8.4	4.4	0.1	17.9	3.8	1.9	12.4	29.2	0.3	17.9	0.8	0.9
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.5	23.5	0.9	6.6	21.1	8.6	4.3	11.7	5.0	7.9	5.0	5.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	78.0	41.5	23.1	84.2	35.2	26.4	81.3	92.0	47.0	83.0	53.4	53.7
LnGrp LOS	E	D	C	F	D	C	F	F	D	F	D	D
Approach Vol, veh/h		1547			2061			668			662	
Approach Delay, s/veh		43.1			41.1			69.2			69.8	
Approach LOS		D			D			E			E	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	16.4	81.2	22.4	30.0	22.6	74.9	15.0	37.5				
Change Period (Y+Rc), s	* 7.2	6.8	4.5	* 7.8	* 7.2	6.8	4.5	* 7.8				
Max Green Setting (Gmax), s	* 16	65.2	19.5	* 23	* 17	64.2	19.5	* 23				
Max Q Clear Time (g_c+I1), s	9.3	51.1	17.6	21.8	15.2	56.1	10.5	13.3				
Green Ext Time (p_c), s	0.1	8.9	0.3	0.4	0.2	5.4	0.1	1.2				

Intersection Summary

HCM 6th Ctrl Delay 49.3  
HCM 6th LOS D

























Notes

User approved volume balancing among the lanes for turning movement.

\* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Lanes, Volumes, Timings  
2: Lighthouse Boulevard & St. Johns Heritage Parkway

2030 Buildout Conditions  
Timing Plan: PM Peak Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	84	1267	86	206	1267	208	98	82	234	192	72	75
Future Volume (vph)	84	1267	86	206	1267	208	98	82	234	192	72	75
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Adj. Flow (vph)	88	1320	90	215	1320	217	102	85	244	200	75	78
Shared Lane Traffic (%)												
Lane Group Flow (vph)	88	1320	90	215	1320	217	102	85	244	200	75	78
Turn Type	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2		2	4		4	8		8
Detector Phase	1	6	6	5	2	2	7	4	4	3	8	8
Switch Phase												
Minimum Initial (s)	7.0	20.0	20.0	7.0	20.0	20.0	5.0	10.0	10.0	5.0	10.0	10.0
Minimum Split (s)	14.9	26.8	26.8	14.7	26.8	26.8	9.5	25.8	25.8	9.5	25.8	25.8
Total Split (s)	15.0	67.0	67.0	26.0	78.0	78.0	23.0	34.0	34.0	23.0	34.0	34.0
Total Split (%)	10.0%	44.7%	44.7%	17.3%	52.0%	52.0%	15.3%	22.7%	22.7%	15.3%	22.7%	22.7%
Yellow Time (s)	4.8	4.8	4.8	4.8	4.8	4.8	3.5	3.7	3.7	3.5	3.7	3.7
All-Red Time (s)	3.1	2.0	2.0	2.9	2.0	2.0	1.0	4.1	4.1	1.0	4.1	4.1
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.9	6.8	6.8	7.7	6.8	6.8	4.5	7.8	7.8	4.5	7.8	7.8
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Min	C-Min	None	C-Min	C-Min	None	None	None	None	None	None
v/c Ratio	0.39	0.75	0.10	0.71	0.66	0.22	0.35	0.52	0.74	0.60	0.34	0.23
Control Delay	17.2	35.4	0.2	60.6	11.6	0.7	46.9	75.9	26.7	54.3	64.3	1.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	17.2	35.4	0.2	60.6	11.6	0.7	46.9	75.9	26.7	54.3	64.3	1.6
Queue Length 50th (ft)	29	542	0	150	131	1	79	81	33	165	68	0
Queue Length 95th (ft)	59	#792	0	m211	189	m2	124	134	125	230	120	0
Internal Link Dist (ft)		793			1016			950			969	
Turn Bay Length (ft)	340		340	340		340						
Base Capacity (vph)	228	1759	877	327	1989	981	360	325	448	341	325	420
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.39	0.75	0.10	0.66	0.66	0.22	0.28	0.26	0.54	0.59	0.23	0.19

Intersection Summary

Cycle Length: 150

Actuated Cycle Length: 150

Offset: 0 (0%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow

Natural Cycle: 90

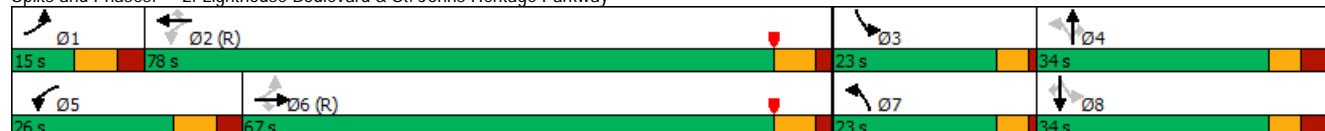
Control Type: Actuated-Coordinated

# 95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

























m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 2: Lighthouse Boulevard & St. Johns Heritage Parkway



# HCM 6th Signalized Intersection Summary 2: Lighthouse Boulevard & St. Johns Heritage Parkway

2030 Buildout Conditions  
Timing Plan: PM Peak Hour

























												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	84	1267	86	206	1267	208	98	82	234	192	72	75
Future Volume (veh/h)	84	1267	86	206	1267	208	98	82	234	192	72	75
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	88	1320	81	215	1320	195	102	85	220	200	75	70
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	208	1730	772	253	1832	817	347	286	242	358	370	314
Arrive On Green	0.05	0.49	0.49	0.08	0.52	0.52	0.06	0.15	0.15	0.11	0.20	0.20
Sat Flow, veh/h	1781	3554	1585	1781	3554	1585	1781	1870	1585	1781	1870	1585
Grp Volume(v), veh/h	88	1320	81	215	1320	195	102	85	220	200	75	70
Grp Sat Flow(s),veh/h/ln	1781	1777	1585	1781	1777	1585	1781	1870	1585	1781	1870	1585
Q Serve(g_s), s	3.6	45.5	4.1	9.0	42.9	10.2	7.2	6.1	20.5	13.8	5.0	5.6
Cycle Q Clear(g_c), s	3.6	45.5	4.1	9.0	42.9	10.2	7.2	6.1	20.5	13.8	5.0	5.6
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	208	1730	772	253	1832	817	347	286	242	358	370	314
V/C Ratio(X)	0.42	0.76	0.10	0.85	0.72	0.24	0.29	0.30	0.91	0.56	0.20	0.22
Avail Cap(c_a), veh/h	211	1730	772	336	1832	817	458	327	277	388	370	314
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	0.48	0.48	0.48	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	23.9	31.4	20.8	29.6	28.0	20.1	49.2	56.4	62.5	45.0	50.3	50.5
Incr Delay (d2), s/veh	1.4	3.3	0.3	7.5	1.2	0.3	0.5	0.6	29.3	1.5	0.3	0.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.5	19.5	1.6	4.1	17.8	3.9	3.3	2.9	10.3	6.3	2.4	2.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	25.3	34.7	21.1	37.1	29.2	20.4	49.6	57.0	91.8	46.5	50.5	50.8
LnGrp LOS	C	C	C	D	C	C	D	E	F	D	D	D
Approach Vol, veh/h	1489			1730			407			345		
Approach Delay, s/veh	33.4			29.2			74.0			48.3		
Approach LOS	C			C			E			D		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	14.7	84.1	20.4	30.7	19.0	79.8	13.7	37.5				
Change Period (Y+Rc), s	7.9	6.8	4.5	* 7.8	* 7.7	6.8	4.5	* 7.8				
Max Green Setting (Gmax), s	7.1	71.2	18.5	* 26	* 18	60.2	18.5	* 26				
Max Q Clear Time (g_c+I1), s	5.6	44.9	15.8	22.5	11.0	47.5	9.2	7.6				
Green Ext Time (p_c), s	0.0	11.2	0.1	0.4	0.3	7.2	0.1	0.5				










Intersection Summary												
HCM 6th Ctrl Delay			37.0									
HCM 6th LOS			D									
Notes												

\* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Lanes, Volumes, Timings  
3: Wahoo Boulevard & St. Johns Heritage Parkway

2030 Buildout Conditions  
Timing Plan: PM Peak Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		 			 						 	
Traffic Volume (vph)	38	1361	39	39	1327	38	44	5	44	33	5	33
Future Volume (vph)	38	1361	39	39	1327	38	44	5	44	33	5	33
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Adj. Flow (vph)	40	1418	41	41	1382	40	46	5	46	34	5	34
Shared Lane Traffic (%)												
Lane Group Flow (vph)	40	1418	41	41	1382	40	46	51	0	0	73	0
Sign Control		Free			Free			Stop		Stop		
Intersection Summary												
Control Type: Unsignalized												

Intersection												
Int Delay, s/veh	2.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	38	1361	39	39	1327	38	44	5	44	33	5	33
Future Vol, veh/h	38	1361	39	39	1327	38	44	5	44	33	5	33
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	350	-	370	340	-	360	0	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	2	-	-	2	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	96	96	96	96	96	96
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	40	1418	41	41	1382	40	46	5	46	34	5	34

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1422	0	0	1459	0	0	2274	3002	709	2256	3003	691
Stage 1	-	-	-	-	-	-	1498	1498	-	1464	1464	-
Stage 2	-	-	-	-	-	-	776	1504	-	792	1539	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	*789	-	-	459	-	-	*~ 40	*6	377	*43	*6	*528
Stage 1	-	-	-	-	-	-	*128	*184	-	*497	*436	-
Stage 2	-	-	-	-	-	-	*497	*436	-	*349	*176	-
Platoon blocked, %	1	-	-	-	-	-	1	1	-	1	1	1
Mov Cap-1 Maneuver	*789	-	-	459	-	-	*~ 33	*~ 5	377	*~ 33	*~ 5	*528
Mov Cap-2 Maneuver	-	-	-	-	-	-	*111	*144	-	*203	*112	-
Stage 1	-	-	-	-	-	-	*121	*175	-	*472	*397	-
Stage 2	-	-	-	-	-	-	*418	*397	-	*282	*167	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.3	0.4	37.3	24
HCM LOS			E	C



















Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	111	324	* 789	-	-	459	-	-	263
HCM Lane V/C Ratio	0.413	0.158	0.05	-	-	0.089	-	-	0.281
HCM Control Delay (s)	58.6	18.2	9.8	-	-	13.6	-	-	24
HCM Lane LOS	F	C	A	-	-	B	-	-	C
HCM 95th %tile Q(veh)	1.7	0.6	0.2	-	-	0.3	-	-	1.1







  

Notes												
-: Volume exceeds capacity    \$: Delay exceeds 300s    +: Computation Not Defined    *: All major volume in platoon												

## 4: Barracuda Boulevard &amp; St. Johns Heritage Parkway

Timing Plan: PM Peak Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	38	1343	39	39	1346	38	44	2	44	33	2	33
Future Volume (vph)	38	1343	39	39	1346	38	44	2	44	33	2	33
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Adj. Flow (vph)	40	1399	41	41	1402	40	46	2	46	34	2	34
Shared Lane Traffic (%)												
Lane Group Flow (vph)	40	1440	0	41	1442	0	0	94	0	0	70	0
Sign Control		Free			Free			Stop			Stop	
<b>Intersection Summary</b>												
Control Type: Unsignalized												

Intersection												
Int Delay, s/veh	2.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	38	1343	39	39	1346	38	44	2	44	33	2	33
Future Vol, veh/h	38	1343	39	39	1346	38	44	2	44	33	2	33
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	350	-	-	360	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	2	-	-	2	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	96	96	96	96	96	96
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	40	1399	41	41	1402	40	46	2	46	34	2	34
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1442	0	0	1440	0	0	2284	3024	720	2285	3024	721
Stage 1	-	-	-	-	-	-	1500	1500	-	1504	1504	-
Stage 2	-	-	-	-	-	-	784	1524	-	781	1520	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	*789	-	-	467	-	-	*~ 39	*6	370	*39	*6	*528
Stage 1	-	-	-	-	-	-	*128	*184	-	*497	*436	-
Stage 2	-	-	-	-	-	-	*497	*436	-	*354	*179	-
Platoon blocked, %	1	-	-	-	-	-	1	1	-	1	1	1
Mov Cap-1 Maneuver	*789	-	-	467	-	-	*~ 32	*5	370	*~ 30	*5	*528
Mov Cap-2 Maneuver	-	-	-	-	-	-	*111	*144	-	*208	*114	-
Stage 1	-	-	-	-	-	-	*121	*175	-	*472	*398	-
Stage 2	-	-	-	-	-	-	*422	*398	-	*291	*170	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.3			0.4			49.5			21.8		
HCM LOS							E			C		
Minor Lane/Major Mvmt	NBLn1		EBL	EBT	EBR	WBL	WBT	WBR	SBLn1			
Capacity (veh/h)	170		* 789	-	-	467	-	-	285			
HCM Lane V/C Ratio	0.551		0.05	-	-	0.087	-	-	0.249			
HCM Control Delay (s)	49.5		9.8	-	-	13.4	-	-	21.8			
HCM Lane LOS	E		A	-	-	B	-	-	C			
HCM 95th %tile Q(veh)	2.8		0.2	-	-	0.3	-	-	1			
Notes												
~: Volume exceeds capacity    \$: Delay exceeds 300s    +: Computation Not Defined    *: All major volume in platoon												

## APPENDIX F: SENSITIVITY ANALYSIS



2023 Buildout Trip Generation Table

Table 1: Buildout Trip Generation - 3Q

Land Use	Intensity	Daily Trips	AM Peak Hour of Adjacent Street			PM Peak Hour of Adjacent Street		
			Total	In	Out	Total	In	Out
Proposed 3Q Development								
Single-Family Detached-Housing	233 DU	2,264	170	43	127	229	144	85
Multifamily Housing (Low-Rise)	75 DU	526	36	8	28	46	29	17
Multifamily Housing (Mid-Rise)	272 DU	1,481	91	24	67	116	71	45
Hotel	120 Rooms	928	55	32	23	64	33	31
General Office	106,000 SF	1,123	126	108	18	120	19	101
Shopping Center	403,000 SF	15,511	353	219	134	1,524	732	792
	<i>Subtotal</i>	21,833	831	434	397	2,099	1,028	1,071
Internal Capture	Daily AM PM							
Overall Development	18% 9% 26%	3,892	74	37	37	538	269	269
	<i>Subtotal</i>	3,892	74	37	37	538	269	269
Pass-By Traffic	Daily AM PM							
Shopping Center	34% 34% 34%	4,335	109	68	41	386	185	201
	<i>Subtotal</i>	4,335	109	68	41	386	185	201
Driveway Volumes		17,941	757	397	360	1,561	759	802
TOTAL NET NEW TRIPS		13,606	648	329	319	1,175	574	601

Note 1: Trip Generation was calculated using the data from ITE's Trip Generation Manual, 10th Edition

Note 2: 10% of Adjacent Street Traffic was calculated using the AADT volume data from the CFRPM v6.1 model output for St. Johns Heritage Parkway upon buildout of the development.

Single-Family Detached Housing [ITE 210]

Daily  $\text{Ln}(T) = 0.92 * \text{Ln}(X) + 2.71$ ; (X is number of dwelling units)  
AM Peak Hour of Adjacent Street  $T = 0.71 * (X) + 4.80$ ; (X is number of dwelling units); (25% in/ 75% out)  
PM Peak Hour of Generator  $\text{Ln}(T) = 0.96 * \text{Ln}(X) + 0.20$ ; (X is number of dwelling units); (63% in/ 37% out)

Multifamily Housing (Low-Rise) [ITE 220]

Daily  $T = 7.56 * (X) - 40.86$ ; (X is number of dwelling units)  
AM Peak Hour of Adjacent Street  $\text{Ln}(T) = 0.95 * \text{Ln}(X) - 0.51 * (X)$ ; (X is number of dwelling units); (23% in/ 77% out)  
PM Peak Hour of Generator  $\text{Ln}(T) = 0.89 * \text{Ln}(X) - 0.02 * (X)$ ; (X is number of dwelling units); (63% in/ 37% out)

Multifamily Housing (Mid-Rise) [ITE 221]

Daily  $T = 5.45 * (X) - 1.75$ ; (X is number of dwelling units)  
AM Peak Hour of Adjacent Street  $\text{Ln}(T) = 0.98 * \text{Ln}(X) - 0.98$ ; (X is number of dwelling units); (26% in/ 74% out)  
PM Peak Hour of Generator  $\text{Ln}(T) = 0.96 * \text{Ln}(X) - 0.63$ ; (X is number of dwelling units); (26% in/ 74% out)

Hotel [ITE 310]

Daily  $T = 11.29 * (X) - 426.97$ ; (X is number of rooms)  
AM Peak Hour of Adjacent Street  $T = 0.50 * (X) - 5.34$ ; (X is number of rooms); (59% in/ 41% out)  
PM Peak Hour of Generator  $T = 0.75 * (X) - 26.02$ ; (X is number of rooms); (51% in/ 49% out)

Resort Hotel [ITE 330]

Daily  $T = 11.29 * (X) - 426.97$ ; (X is number of rooms)  
AM Peak Hour of Adjacent Street  $T = 0.38 * (X) - 28.58$ ; (X is number of rooms); (72% in/ 28% out)  
PM Peak Hour of Generator  $T = 0.52 * (X) - 55.42$ ; (X is number of rooms); (43% in/ 57% out)

General Office Building [ITE 710]

Daily  $\text{Ln}(T) = 0.97 * \text{Ln}(X) + 2.50$ ; (X is SF/1000)  
AM Peak Hour of Adjacent Street  $T = 0.94 * (X) + 26.49$ ; (X is SF/1000); (86% in/ 14% out)  
PM Peak Hour of Generator  $\text{Ln}(T) = 0.95 * \text{Ln}(X) + 0.36$ ; (X is SF/1000); (16% in/ 84% out)

Shopping Center [ITE 820]

Daily  $\text{Ln}(T) = 0.68 * \text{Ln}(X) + 5.57$ ; (X is SF/1000)  
AM Peak Hour of Adjacent Street  $T = 0.50 * (X) + 151.78$ ; (X is SF/1000); (62% in/ 38% out)  
PM Peak Hour of Generator  $\text{Ln}(T) = 0.74 * \text{Ln}(X) + 2.89$ ; (X is SF/1000); (48% in/ 52% out)

## St. Johns Heritage Parkway & Flamingo Boulevard

# INTERSECTION VOLUME DEVELOPMENT

## St. Johns Heritage Parkway @ Flamingo Boulevard

AM PEAK HOUR	Northbound			Southbound			Eastbound			Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2030 Peak Season Volumes	0	0	0	0	0	0	0	843	0	0	843	0
3Q Project Traffic % Assignment	15%		20%					35%	15%	20%	35%	
3Q Project Traffic Direction	OUT		OUT					OUT	IN	IN	IN	
3Q Project Traffic	48		64					112	49	66	115	
3Q Pass-By % Assignment	5%		60%						5%	60%		
3Q Pass-By Traffic Direction	OUT		OUT						IN	IN		
3Q Pass-By Traffic	2		25						3	41		
2030 Background Traffic	0	0	0	0	0	0	0	843	0	0	843	0
2030 Total Traffic	50	0	89	0	0	0	0	955	52	107	958	0

PM PEAK HOUR	Northbound			Southbound			Eastbound			Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2030 Peak Season Volumes	0	0	0	0	0	0	0	843	0	0	843	0
3Q Project Traffic % Assignment	15%		20%					35%	5%	20%	35%	
3Q Project Traffic Direction	OUT		OUT					OUT	IN	IN	IN	
3Q Project Traffic	90		120					210	29	115	201	
3Q Pass-By % Assignment	5%		60%						5%	60%		
3Q Pass-By Traffic Direction	OUT		OUT						IN	IN		
3Q Pass-By Traffic	10		121						9	111		
2030 Background Traffic*	0	0	0	0	0	0	0	843	0	0	843	0
2030 Total Traffic	100	0	241	0	0	0	0	1,053	38	226	1,044	0

Pagones Theorem			
Situation	Approach configuration	Condition	Reduction of right turns
1	Shared Left/ Through/Right	$R > 0.7A$ $0.7A \geq R > 0.35A$ $R \leq 0.35A$	Reduce $R$ by 60 percent Reduce $R$ by 40 percent Reduce $R$ by 20 percent
2	Exclusive Left, Shared Through/ Right	$R > 3T$ $3T \geq R > T/3$ $R \leq T/3$	Reduce $R$ by 60 percent Reduce $R$ by 40 percent Reduce $R$ by 20 percent
3	Any configuration with an exclusive right turn lane (usually $\geq 600$ feet long)		Reduce $R$ by 75 percent in all cases
4	Shared Left/Through and Shared Through/Right	$R > (T + L)$ $L > (T + R)$ $L = T = R (\pm 10 \text{ vehicles})$ $L = T > 3R$ $R = T > 3L$ All other cases	Reduce $R$ by 65 percent Use Situation 2 Reduce $R$ by 40 percent Reduce $R$ by 20 percent Reduce $R$ by 50 percent Reduce $R$ by 30 percent
5	Exclusive Left, Exclusive Through and Shared Through/Right	$R > T$ $T \geq R > T/2$ $T/2 \geq R > T/4$ $R \leq T/4$	Reduce $R$ by 75 percent Reduce $R$ by 50 percent Reduce $R$ by 30 percent Reduce $R$ by 15 percent
Where: $L$ = number of left turning vehicles in approach; $T$ = number of through vehicles in approach; $R$ = number of right turning vehicles in approach; and $A = (L + T + R)$ .			

## AM Peak Hour

### TABLE 3 TRAFFIC SIGNAL WARRANT SUMMARY WITH PAGONES THEOREM

City: Micco Engineer: Kimley-Horn  
 County: Brevard Date: October 8, 2020  
 Major Street: St. Johns Heritage Parkway Lanes: 2 Critical Approach Speed: 45  
 Minor Street: Flamingo Boulevard Lanes: 2

#### Volume Level Criteria

1. Is the critical speed of major street traffic > 70 km/h (40 mph) ? ☒ Yes ☐ No  
 2. Is the intersection in a built-up area of isolated community of <10,000 population? ☐ Yes ☒ No  
 If Question 1 or 2 above is answered "Yes", then use "70%" volume level ☒ 70% ☐ 100%

#### WARRANT 3 - PEAK HOUR

If all three criteria are fulfilled or the plotted point lies above the appropriate line, then the warrant is satisfied.

Applicable: ☒ Yes ☐ No  
 Satisfied: ☐ Yes ☒ No

Unusual condition justifying  
use of warrant:

N/A

Record hour when criteria are fulfilled  
and the corresponding delay or volume  
in boxes provided.

Peak Hour Volumes	
7:30 AM - 8:30 AM	
Major Street	2,072
Minor Street	72

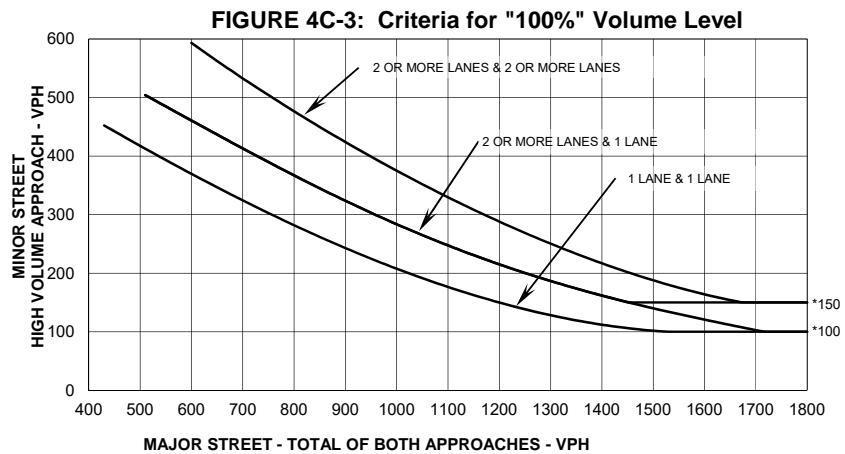
#### Criteria

1. Delay on Minor Approach *(vehicle-hours)		
Approach Lanes	1	2
Delay Criteria*	4.0	5.0
Delay*		0.7
Fulfilled?:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

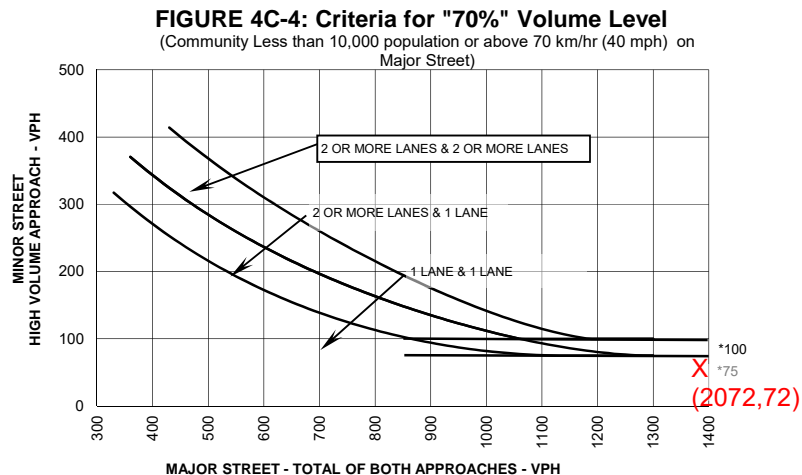
2. Volume on Minor Approach *(vehicles per hour)		
Approach Lanes	1	2
Volume Criteria*	75	100
Volume*		72
Fulfilled?:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

3. Total Entering Volume *(vehicles per hour)		
No. of Approaches	3	4
Volume Criteria*	650	800
Volume*		2,144
Fulfilled?:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Plot volume combination on the applicable figure below.



\* Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 100 vph applies as the lower threshold volume threshold for a minor street approach with one lane.



\* Note: 100 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 75 vph applies as the lower threshold volume threshold for a minor street approach with one lane.

Source: Revised from NCHRP Report 457

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## PM Peak Hour

### TABLE 3 TRAFFIC SIGNAL WARRANT SUMMARY WITH PAGONES THEOREM

City: Micco Engineer: Kimley-Horn  
 County: Brevard Date: October 8, 2020  
 Major Street: St. Johns Heritage Parkway Lanes: 2 Critical Approach Speed: 45  
 Minor Street: Flamingo Boulevard Lanes: 2

#### Volume Level Criteria

1. Is the critical speed of major street traffic > 70 km/h (40 mph) ? ☒ Yes ☐ No  
 2. Is the intersection in a built-up area of isolated community of <10,000 population? ☐ Yes ☒ No  
 If Question 1 or 2 above is answered "Yes", then use "70%" volume level ☒ 70% ☐ 100%

#### WARRANT 3 - PEAK HOUR

If all three criteria are fulfilled or the plotted point lies above the appropriate line, then the warrant is satisfied.

Applicable: ☒ Yes ☐ No  
 Satisfied: ☒ Yes ☐ No

Unusual condition justifying  
use of warrant:

N/A

Record hour when criteria are fulfilled  
and the corresponding delay or volume  
in boxes provided.

Peak Hour Volumes	
4:30 PM - 5:30 PM	
Major Street	2,361
Minor Street	160

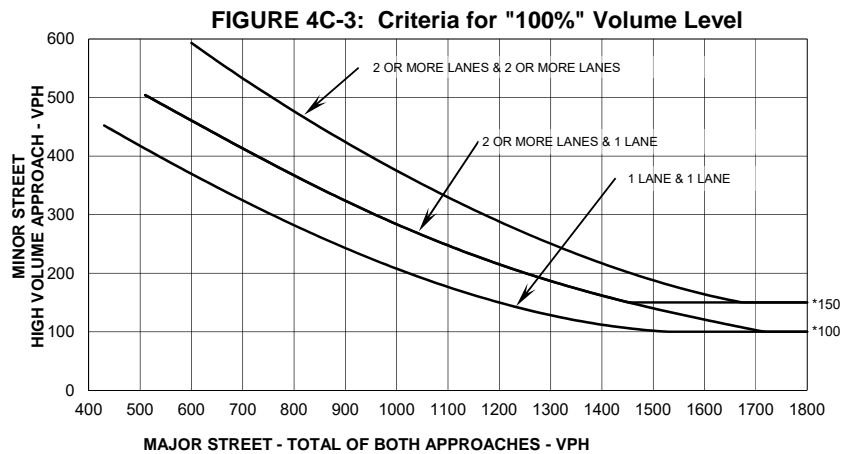
#### Criteria

1. Delay on Minor Approach (vehicle-hours)		
Approach Lanes	1	2
Delay Criteria*	4.0	5.0
Delay*		8.3
Fulfilled?:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

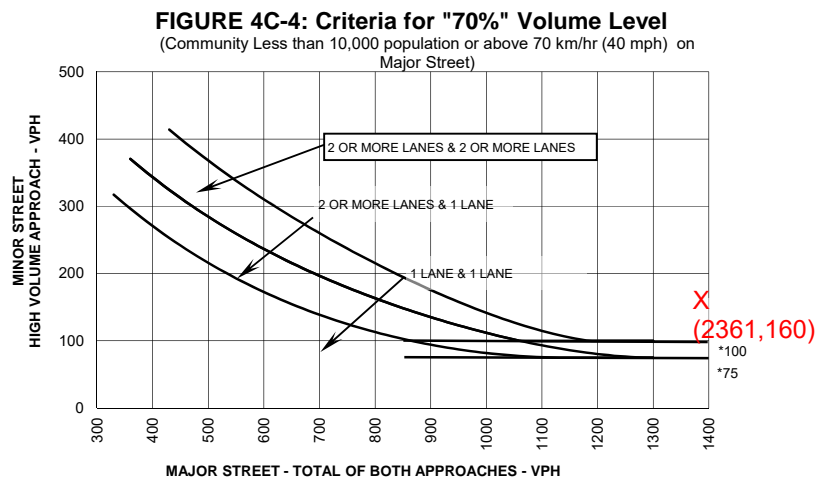
2. Volume on Minor Approach (vehicles per hour)		
Approach Lanes	1	2
Volume Criteria*	75	100
Volume*		160
Fulfilled?:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

3. Total Entering Volume (vehicles per hour)		
No. of Approaches	3	4
Volume Criteria*	650	800
Volume*		2,521
Fulfilled?:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Plot volume combination on the applicable figure below.



\* Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 100 vph applies as the lower threshold volume threshold for a minor street approach with one lane.



\* Note: 100 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 75 vph applies as the lower threshold volume threshold for a minor street approach with one lane.

Source: Revised from NCHRP Report 457

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## St. Johns Heritage Parkway & Lighthouse Boulevard



# INTERSECTION VOLUME DEVELOPMENT

## St. Johns Heritage Parkway @ Lighthouse Boulevard

AM PEAK HOUR	Northbound			Southbound			Eastbound			Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2030 Peak Season Volumes	0	0	0	0	0	0	0	843	0	0	843	0
3Q Project Traffic % Assignment	15%		20%					30%	15%	20%	30%	
3Q Project Traffic Direction	OUT		OUT					IN/OUT	IN	IN	IN/OUT	
3Q Project Traffic	48		64					97	49	66	97	
3Q Pass-By % Assignment	5%		30%						5%	30%		
3Q Pass-By Traffic Direction	OUT		OUT						IN	IN		
3Q Pass-By Traffic	2		12						3	20		
2030 Background Traffic	0	0	0	0	0	0	0	843	0	0	843	0
2030 Total Traffic	50	0	76	0	0	0	0	940	52	86	940	0

PM PEAK HOUR	Northbound			Southbound			Eastbound			Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2030 Peak Season Volumes	0	0	0	0	0	0	0	843	0	0	843	0
3Q Project Traffic % Assignment	15%		20%					30%	15%	20%	30%	
3Q Project Traffic Direction	OUT		OUT					IN/OUT	IN	IN	IN/OUT	
3Q Project Traffic	90		120					176	86	115	176	
3Q Pass-By % Assignment	5%		30%						5%	30%		
3Q Pass-By Traffic Direction	OUT		OUT						IN	IN		
3Q Pass-By Traffic	10		60						9	56		
2030 Background Traffic*	0	0	0	0	0	0	0	843	0	0	843	0
2030 Total Traffic	100	0	180	0	0	0	0	1,019	95	171	1,019	0

Pagones Theorem			
Situation	Approach configuration	Condition	Reduction of right turns
1	Shared Left/ Through/Right	$R > 0.7A$ $0.7A \geq R > 0.35A$ $R \leq 0.35A$	Reduce $R$ by 60 percent Reduce $R$ by 40 percent Reduce $R$ by 20 percent
2	Exclusive Left, Shared Through/ Right	$R > 3T$ $3T \geq R > T/3$ $R \leq T/3$	Reduce $R$ by 60 percent Reduce $R$ by 40 percent Reduce $R$ by 20 percent
3	Any configuration with an exclusive right turn lane (usually $\geq 600$ feet long)		Reduce $R$ by 75 percent in all cases
4	Shared Left/Through and Shared Through/Right	$R > (T + L)$ $L > (T + R)$ $L = T = R (\pm 10 \text{ vehicles})$ $L = T > 3R$ $R = T > 3L$ All other cases	Reduce $R$ by 65 percent Use Situation 2 Reduce $R$ by 40 percent Reduce $R$ by 20 percent Reduce $R$ by 50 percent Reduce $R$ by 30 percent
5	Exclusive Left, Exclusive Through and Shared Through/Right	$R > T$ $T \geq R > T/2$ $T/2 \geq R > T/4$ $R \leq T/4$	Reduce $R$ by 75 percent Reduce $R$ by 50 percent Reduce $R$ by 30 percent Reduce $R$ by 15 percent
Where: $L$ = number of left turning vehicles in approach; $T$ = number of through vehicles in approach; $R$ = number of right turning vehicles in approach; and $A = (L + T + R)$ .			

## AM Peak Hour

### TABLE 3 TRAFFIC SIGNAL WARRANT SUMMARY WITH PAGONES THEOREM

City: Micco Engineer: Kimley-Horn  
 County: Brevard Date: October 8, 2020  
 Major Street: St. Johns Heritage Parkway Lanes: 2 Critical Approach Speed: 45  
 Minor Street: Lighthouse Boulevard Lanes: 2

#### Volume Level Criteria

1. Is the critical speed of major street traffic > 70 km/h (40 mph) ? ☒ Yes ☐ No  
 2. Is the intersection in a built-up area of isolated community of <10,000 population? ☐ Yes ☒ No  
 If Question 1 or 2 above is answered "Yes", then use "70%" volume level ☒ 70% ☐ 100%

#### WARRANT 3 - PEAK HOUR

If all three criteria are fulfilled or the plotted point lies above the appropriate line, then the warrant is satisfied.

Applicable: ☒ Yes ☐ No  
 Satisfied: ☐ Yes ☒ No

Unusual condition justifying  
use of warrant:

N/A

Record hour when criteria are fulfilled  
and the corresponding delay or volume  
in boxes provided.

Peak Hour Volumes	
7:30 AM - 8:30 AM	
Major Street	2,018
Minor Street	69

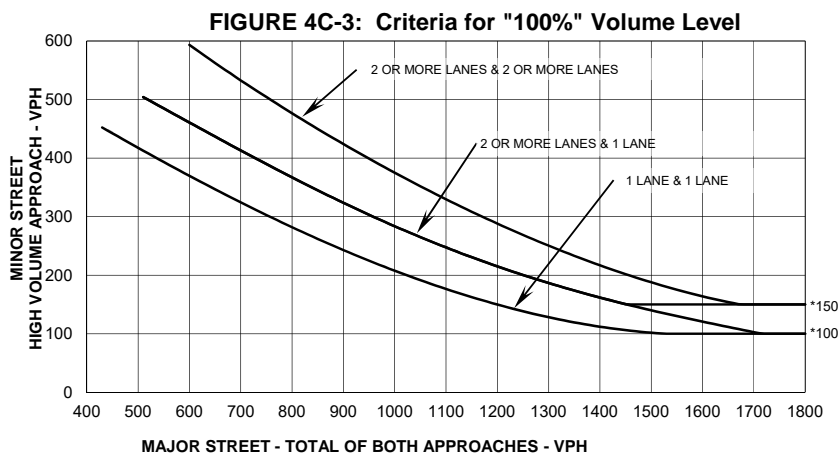
#### Criteria

1. Delay on Minor Approach *(vehicle-hours)		
Approach Lanes	1	2
Delay Criteria*	4.0	5.0
Delay*		0.6
Fulfilled?:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

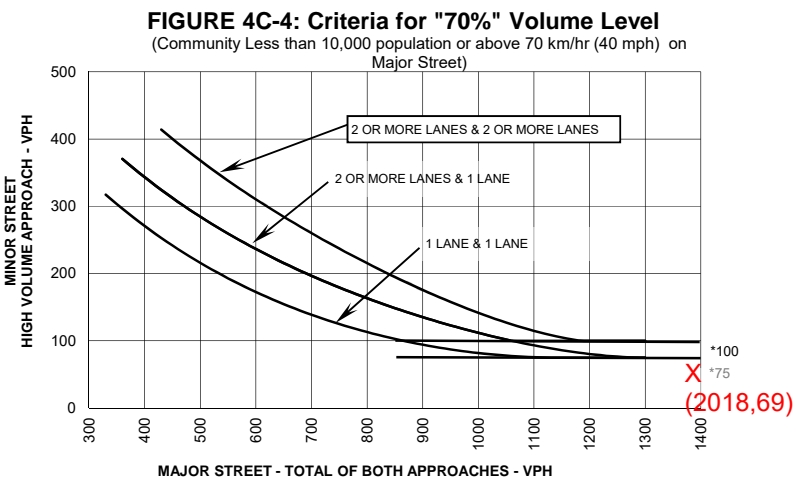
2. Volume on Minor Approach *(vehicles per hour)		
Approach Lanes	1	2
Volume Criteria*	75	100
Volume*		69
Fulfilled?:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

3. Total Entering Volume *(vehicles per hour)		
No. of Approaches	3	4
Volume Criteria*	650	800
Volume*		2,087
Fulfilled?:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Plot volume combination on the applicable figure below.



\* Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 100 vph applies as the lower threshold volume threshold for a minor street approach with one lane.



\* Note: 100 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 75 vph applies as the lower threshold volume threshold for a minor street approach with one lane.

Source: Revised from NCHRP Report 457

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## PM Peak Hour

### TABLE 3 TRAFFIC SIGNAL WARRANT SUMMARY WITH PAGONES THEOREM

City: Micco Engineer: Kimley-Horn  
 County: Brevard Date: October 8, 2020  
 Major Street: St. Johns Heritage Parkway Lanes: 2 Critical Approach Speed: 45  
 Minor Street: Flamingo Boulevard Lanes: 2

#### Volume Level Criteria

1. Is the critical speed of major street traffic > 70 km/h (40 mph) ? ☒ Yes ☐ No  
 2. Is the intersection in a built-up area of isolated community of <10,000 population? ☐ Yes ☒ No  
 If Question 1 or 2 above is answered "Yes", then use "70%" volume level ☒ 70% ☐ 100%

#### WARRANT 3 - PEAK HOUR

If all three criteria are fulfilled or the plotted point lies above the appropriate line, then the warrant is satisfied.

Applicable: ☒ Yes ☐ No  
 Satisfied: ☒ Yes ☐ No

Unusual condition justifying  
use of warrant:

N/A

Record hour when criteria are fulfilled  
and the corresponding delay or volume  
in boxes provided.

Peak Hour Volumes	
4:30 PM - 5:30 PM	
Major Street	2,304
Minor Street	145

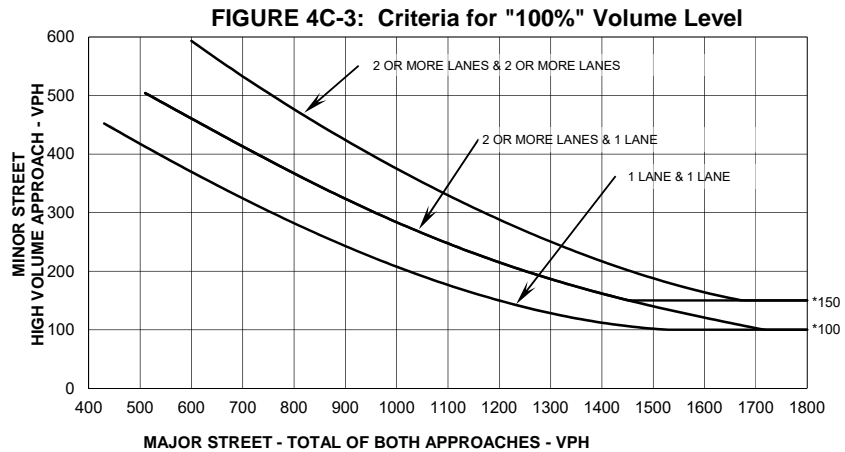
#### Criteria

1. Delay on Minor Approach *(vehicle-hours)		
Approach Lanes	1	2
Delay Criteria*	4.0	5.0
Delay*		4.8
Fulfilled?:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

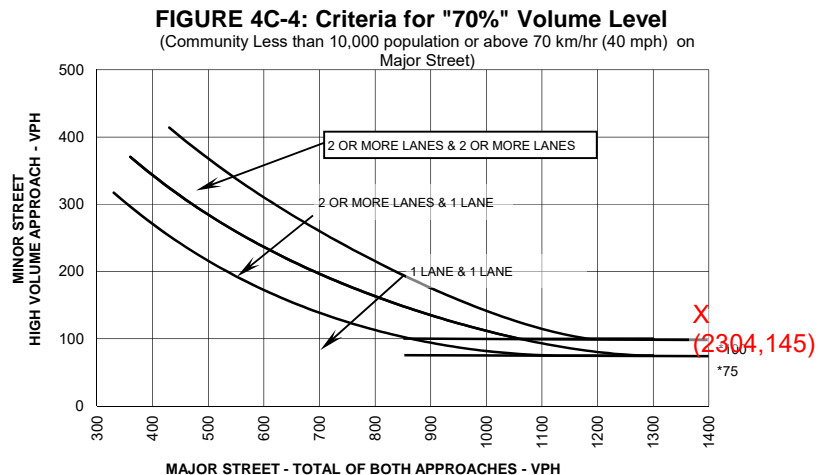
2. Volume on Minor Approach *(vehicles per hour)		
Approach Lanes	1	2
Volume Criteria*	75	100
Volume*		145
Fulfilled?:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

3. Total Entering Volume *(vehicles per hour)		
No. of Approaches	3	4
Volume Criteria*	650	800
Volume*		2,449
Fulfilled?:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Plot volume combination on the applicable figure below.



\* Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 100 vph applies as the lower threshold volume threshold for a minor street approach with one lane.



\* Note: 100 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 75 vph applies as the lower threshold volume threshold for a minor street approach with one lane.

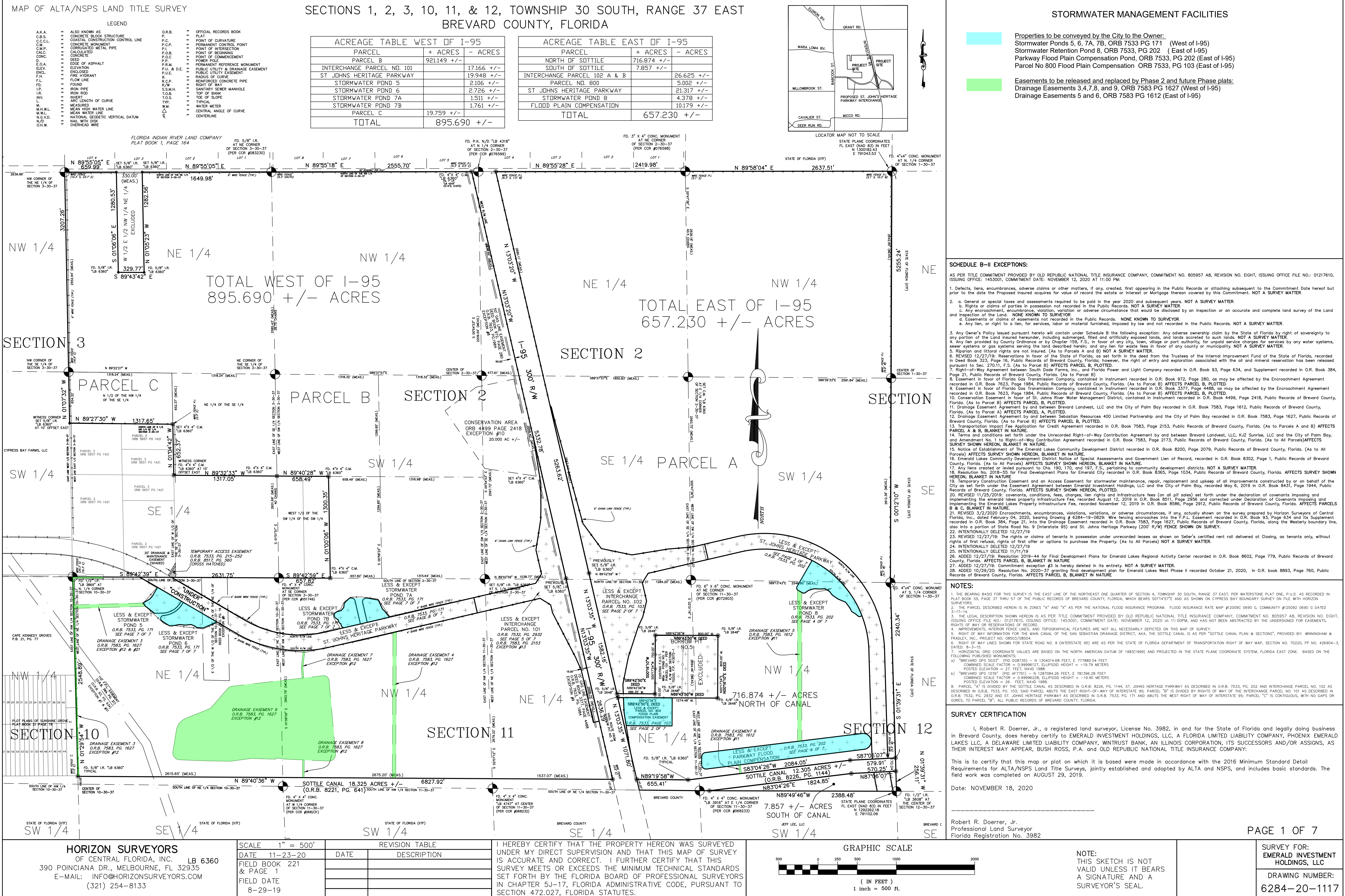
Source: Revised from NCHRP Report 457

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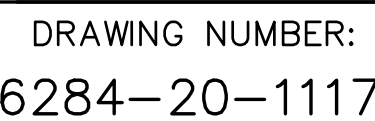
Exhibit "F"

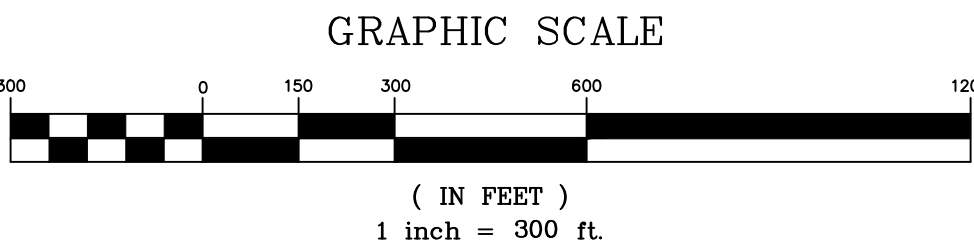
Stormwater Management Facilities Alta Survey











## LEGEND

A.K.A.	=	ALSO KNOWN AS
C.B.S.	=	CONCRETE BLOCK STRUCTURE
C.C.C.L.	=	COASTAL CONSTRUCTION CONTROL LINE
C.M.	=	CONCRETE MONUMENT
C.G.P.	=	COATED METAL PIPE
CALC.	=	CALCULATED
CONC.	=	CONCRETE
E.A.	=	EDGE OF ASPHALT
ELEV.	=	ELEVATION
ENCL.	=	ENCLOSED
F.H.	=	PIPE HYDRANT
F.L.W.	=	FLOW LINE
FD.	=	FOUND
I.P.	=	IRON PIPE
I.R.	=	IRON ROD
INV.	=	INVERT
	=	ARC LENGTH OF CURVE
MEAS.	=	MEASURED
M.H.W.L.	=	MEAN HIGH WATER LINE
M.W.L.	=	MEAN WATER LINE
N.G.V.D.	=	NATIONAL GEODETIC VERTICAL DATUM
N/D	=	NAIL WITH DISK
O.W.	=	OVERHEAD WIRE
O.R.B.	=	OFFICIAL RECORDS BOOK
P.	=	PLAT
P.C.	=	POINT OF CURVATURE
P.C.P.	=	PERMANENT CONTROL POINT
P.I.	=	POINT OF INTERSECTION
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
P.R.	=	PIVOT ROLE
P.R.M.	=	PERMANENT REFERENCE MONUMENT
P.U. & D.E.	=	PUBLIC UTILITY & DRAINAGE EASEMENT
P.U.E.	=	PUBLIC UTILITY EASEMENT
R.	=	RADIUS OF CURVE
R.C.	=	REINFORCED CONCRETE PIPE
R/W	=	RIGHT OF WAY
S.B.H.	=	SANITARY SOWER MANHOLE
T.O.B.	=	TOP OF BANK
T.O.S.	=	TOE OF SLOPE
TYP.	=	TYPICAL
WM.	=	WATER METER
$\Delta$	=	CENTRAL ANGLE OF CURVE
C	=	CENTERLINE

A PARCEL OF LAND LYING IN SECTIONS 1 & 12, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE RUN N01°39'31"W ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 12, A DISTANCE OF 426.15 FEET TO THE NORTH  
 RY OF WAY LINE OF THE SOTTILE CANAL (A 170 FOOT WIDE RIGHT OF WAY); THENCE RUN S87°06'07"W ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 95.39' TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE  
 CONTINUE S87°06'07"W ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 200.11 FEET; THENCE RUN NORTHWESTERLY A DISTANCE OF 166.35 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3100.00 FEET, A CENTRAL ANGLE OF  
 101°23'42", A CHORD WHICH BEARS S52°21'23"E A DISTANCE OF 2370.96 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTHEASTERLY A DISTANCE OF 2711.15 FEET ALONG SAID CURVE  
 HAVING A RADIUS OF 1532.00 FEET, A CENTRAL ANGLE OF 101°23'42", A CHORD WHICH BEARS S52°21'23"E A DISTANCE OF 2370.96 FEET TO A POINT OF TANGENCY; THENCE RUN N01°39'31"E A DISTANCE OF 1223.63 FEET TO A POINT OF  
 TANGENCY; THENCE RUN SOUTHEASTERLY A DISTANCE OF 162.03 FEET ALONG SAID CURVE HAVING A RADIUS OF 2900.00 FEET, A CENTRAL ANGLE 03°12'04", A CHORD WHICH BEARS S03°15'34"E A DISTANCE OF  
 162.01 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER SECTION 12, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE RUN N89°49'46"W ALONG THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 12, TOWNSHIP 30 SOUTH RANGE 37 EAST A DISTANCE OF 40.35 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE N89°49'46"W ALONG SAID SECTION LINE A DISTANCE OF 205.27 FEET TO A POINT ON A CURVE OF A NON-TANGENT CURVE TO THE RIGHT; THENCE RUN NORTHWESTERLY A DISTANCE OF 244.92 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 3100.00 FEET, A CENTRAL ANGLE OF 0°43'36" AND A CHORD WHICH BEARS N10°08'41"W A DISTANCE OF 244.85 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE SOTTILE CANAL (A 170 FOOT WIDE RIGHT OF WAY); THENCE RUN N87°06'07"E ALONG SAID SOUTH LINE SOTTILE CANAL A DISTANCE OF 200.81 TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE RUN SOUTHEASTERLY A DISTANCE OF 256.38 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2900.00 FEET, A CENTRAL ANGLE OF 0°03'55" AND A CHORD WHICH BEARS S10°45'31"E A DISTANCE OF 256.30 FEET TO THE POINT OF BEGINNING.

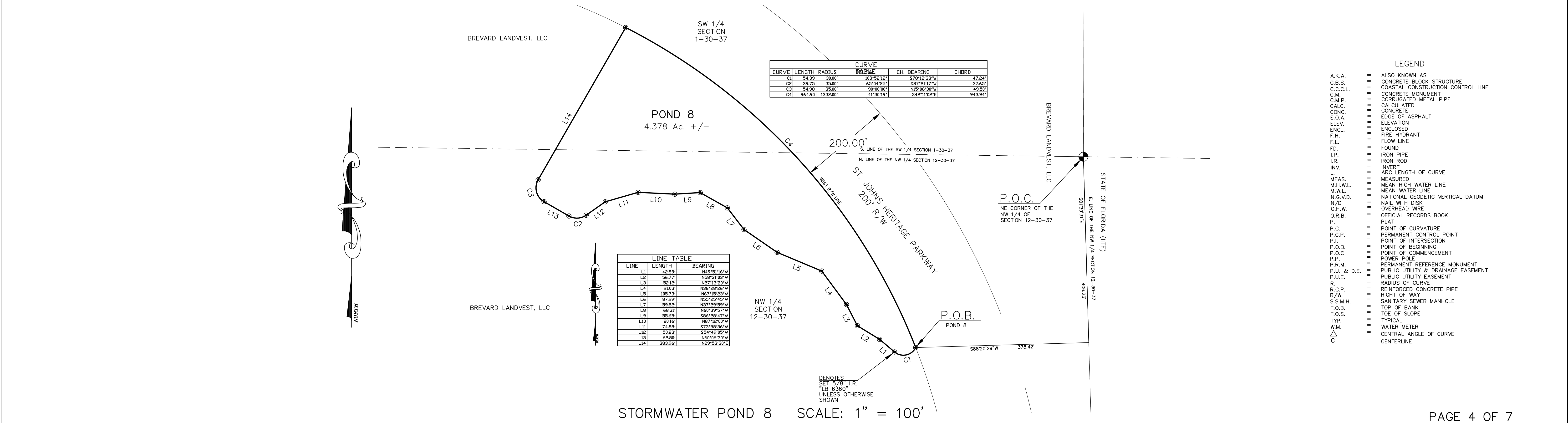
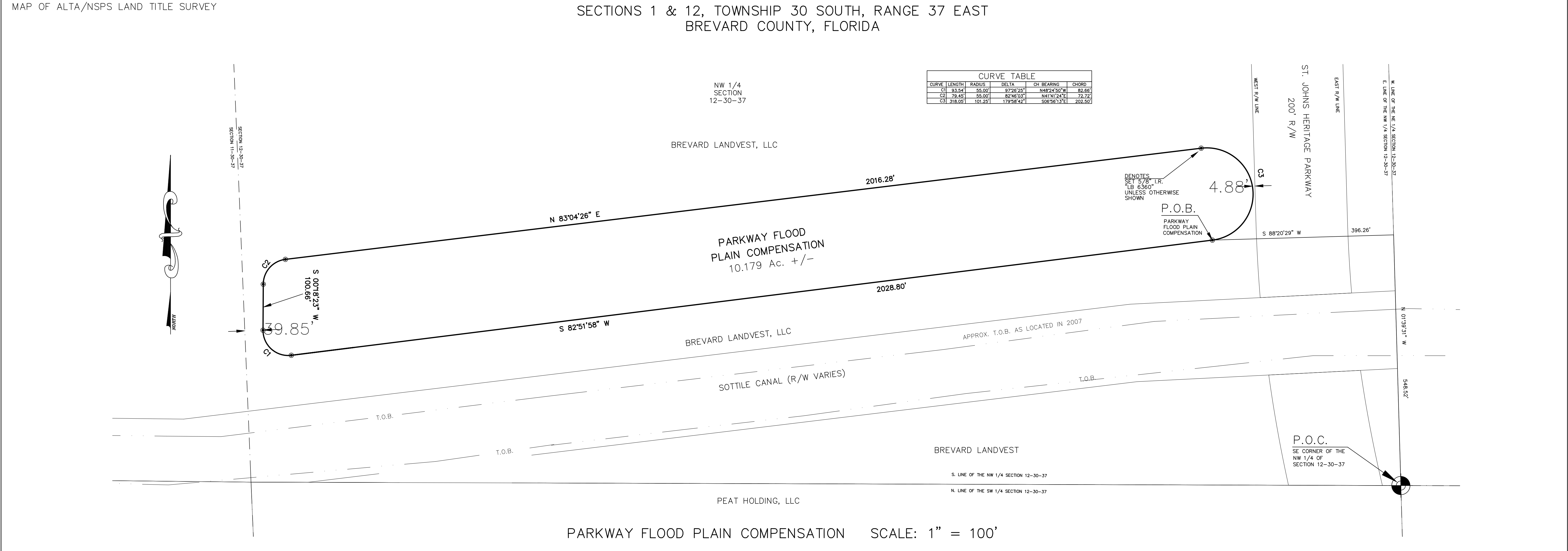
A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 1 AND THE NORTHWEST QUARTER OF SECTION 12, ALL IN TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE RUN S01°39'31"E ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 406.23 FEET; THENCE RUN S88°20'29"W A DISTANCE OF 378.42 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN WESTERLY A DISTANCE OF 54.39 FEET ALONG AN ARC OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD WHICH BEARS S56°15'36"W A DISTANCE OF 36.61 FEET; THENCE RUN S27°13'02"W A DISTANCE OF 52.12 FEET; THENCE RUN S36°28'26"W A DISTANCE OF 91.03 FEET; THENCE RUN N67°15'23"W A DISTANCE OF 105.73 FEET; THENCE RUN N55°25'45"W A DISTANCE OF 87.99 FEET; THENCE RUN N37°29'59"W A DISTANCE OF 59.92 FEET; THENCE RUN N60°39'5"W A DISTANCE OF 68.31 FEET; THENCE RUN S86°28'47"W A DISTANCE OF 55.65 FEET; THENCE RUN N87°12'00"W A DISTANCE OF 80.16 FEET; THENCE RUN S75°58'36"W A DISTANCE OF 44.88 FEET; THENCE RUN N50°39'5"W A DISTANCE OF 50.83 FEET TO A POINT OF CURVATURE; THENCE RUN WESTERLY A DISTANCE OF 39.75 FEET ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD WHICH BEARS S56°15'36"W A DISTANCE OF 36.61 FEET; THENCE RUN S88°20'29"W A DISTANCE OF 378.42 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN WESTERLY A DISTANCE OF 54.98 FEET ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD WHICH BEARS N15°06'30"W A DISTANCE OF 49.50 FEET TO A POINT OF TANGENCY; THENCE RUN N29°53'30"E A DISTANCE OF 383.96 FEET ALONG THE WEST RIGHT OF WAY LINE OF THE PROPOSED ST. JOHNS HERITAGE PARKWAY (A 200 FOOT WIDE RIGHT OF WAY); THENCE RUN SOUTHEASTERLY A DISTANCE OF 864.90 FEET ALONG THE WEST RIGHT OF WAY LINE OF ST. JOHNS HERITAGE PARKWAY ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1332.00 FEET, A CENTRAL ANGLE OF 41°30'19", AND A CHORD WHICH BEARS S42°11'02"E A DISTANCE OF 943.94 FEET TO THE POINT OF BEGINNING.

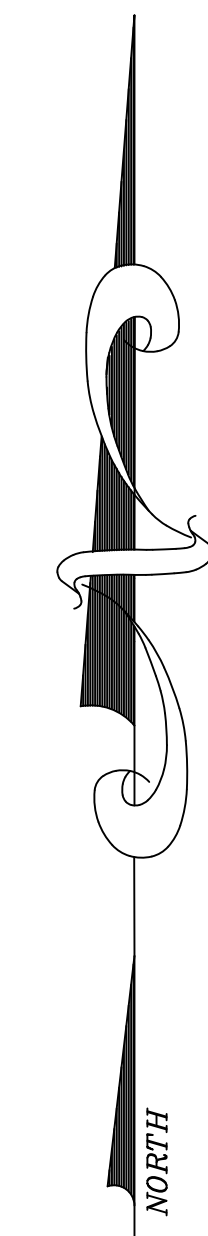
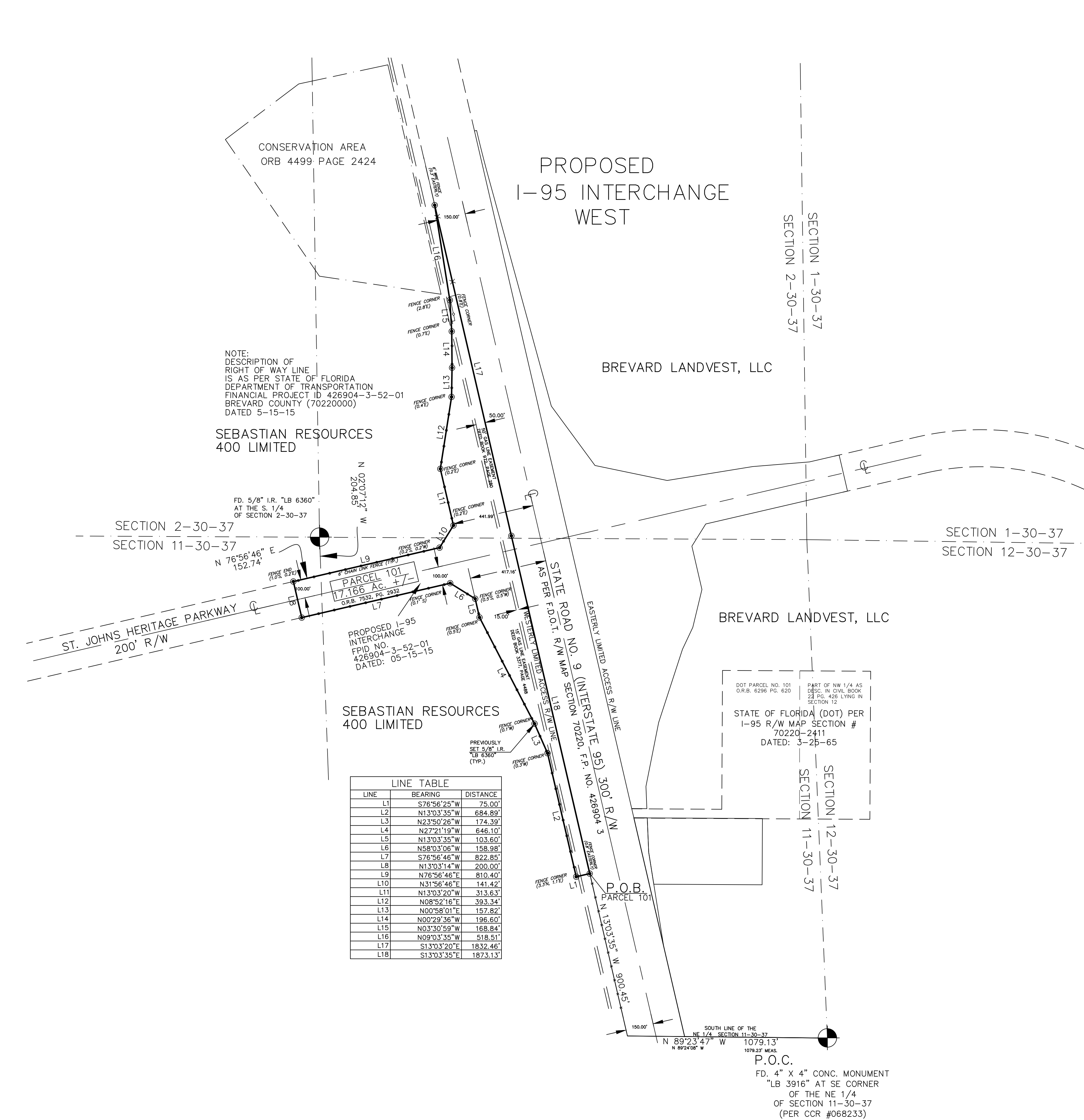
A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE RUN N01°39'31"W ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 548.92 FEET; THENCE RUN S82°20'29"W A DISTANCE OF 396.26 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S82°51'58"W A DISTANCE OF 2028.80 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHWESTERLY A DISTANCE OF 93.54 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 97°26'25", AND A CHORD WHICH BEARS N45°24'50"W A DISTANCE OF 82.66 FEET TO A POINT OF TANGENCY; THENCE RUN N001°18'23"E A DISTANCE OF 100.66 TO A POINT OF CURVATURE; THENCE RUN NORTHEASTERLY A DISTANCE OF 79.45 ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 82°46'03", AND A CHORD WHICH BEARS N41°41'24"E A DISTANCE OF 72.72 FEET TO A POINT OF TANGENCY; THENCE RUN N83°04'26"E A DISTANCE OF 2016.28 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHEASTERLY A DISTANCE OF 318.05 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 101.25 FEET, A CENTRAL ANGLE OF 179°58'42", AND A CHORD WHICH BEARS S06°56'13"E A DISTANCE OF 202.50 FEET TO THE POINT OF BEGINNING.

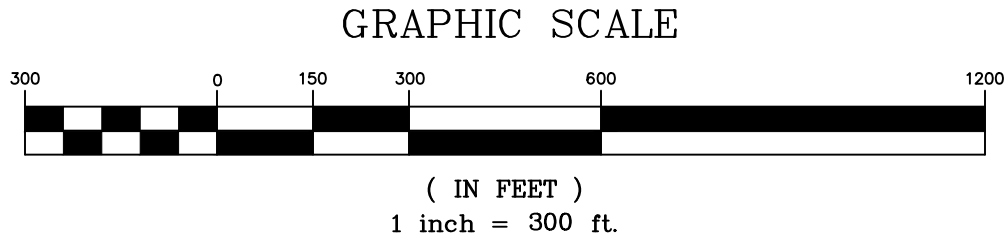




<div>HORIZON SURVEYORS</div> <div>OF CENTRAL FLORIDA, INC. LB 6360</div> <div>390 POINCIANA DR., MELBOURNE, FL 32935</div> <div>E-MAIL: INFO@HORIZONSURVEYORS.COM</div> <div>(321) 254-8133</div>	SCALE 1" = 100'		REVISION TABLE						SURVEY FOR: EMERALD INVESTMENT HOLDINGS, LLC
	DATE 11-23-20		DATE	DESCRIPTION					
						DRAWING NUMBER: 6284-20-1117			



LEGEND			
A.K.A.	= ALSO KNOWN AS	O.R.B.	= OFFICIAL RECORDS BOOK
C.B.S.	= CONCRETE BLOCK STRUCTURE	P.	= PLAT
C.C.C.L.	= COASTAL CONSTRUCTION CONTROL LINE	P.C.	= POINT OF CURVATURE
C.M.	= CONCRETE MONUMENT	P.C.P.	= PERMANENT CONTROL POINT
C.M.P.	= CORRUGATED METAL PIPE	P.I.	= POINT OF INTERSECTION
CALC.	= CALCULATED	P.O.B.	= POINT OF BEGINNING
CONC.	= CONCRETE	P.O.C.	= POINT OF COMMENCEMENT
E.O.A.	= EDGE OF ASPHALT	P.P.	= POWER POLE
ELEV.	= ELEVATION	P.R.M.	= PERMANENT REFERENCE MONUMENT
ENCL.	= ENCLOSED	P.U. & D.E.	= PUBLIC UTILITY EASEMENT
F.H.	= FIRE HYDRANT	P.U.E.	= PUBLIC UTILITY EASEMENT
F.L.	= FLOW LINE	R.	= RADIUS OF CURVE
FOUND.	= FOUND	R.C.P.	= REINFORCED CONCRETE PIPE
I.P.	= IRON PIPE	R/W	= RIGHT OF WAY
I.R.	= IRON ROD	S.S.M.H.	= SANITARY SEWER MANHOLE
INV.	= INVERT	T.O.B.	= TOP OF BANK
L	= ARC LENGTH OF CURVE	T.O.S.	= TOE OF SLOPE
MEAS.	= MEASURED	TYP.	= TYPICAL
M.H.W.L.	= MEAN HIGH WATER LINE	W.M.	= WATER METER
M.W.L.	= MEAN WATER LINE	Δ	= CENTRAL ANGLE OF CURVE
N.G.V.D.	= NATIONAL GEODETIC VERTICAL DATUM	℄	= CENTERLINE
N/D	= NAIL WITH DISK		
O.H.W.	= OVERHEAD WIRE		



O.R.B. 7532, PG. 2932

PARCEL NO. 101

RIGHT OF WAY

THAT PART OF:

"All of Section 2 lying Westerly of said Interstate 95 less the West one-half of the Southwest one-quarter of the Southwest one-quarter, the Northeast one-quarter of Section 3, except the West one-half of the East one-half of the Northwest one-quarter of the Northeast one-quarter, the Northeast one-quarter of the Southeast one-quarter of Section 3, the Northeast one-quarter of Section 10, the North one-half of Section 11 lying Westerly of said Interstate 95, less that portion of a strip of land 200 feet in width constituting the main canal of the San Sebastian Drainage District traversing the North one-half of Section 11 and the Northeast one-quarter of Section 10 that lies within this legal. All lying in Township 30 South, Range 27 East, Brevard County, Florida. Subject to a 50 foot wide Florida Gas Transmission easement lying adjacent to and Westerly of said Interstate 95 through Section 2 and the North one-half of Section 11. Subject to any other easements or Canal and Road Rights of way that an accurate survey of said lands would disclose."

(The above described land being the land described and recorded in Official Records Book 4284, Page 3557, Public Records of Brevard County, Florida.)

DESCRIBED AS FOLLOWS:

From a 4 inch by 4 inch concrete monument with disc stamped "PLS 3916" at the Southeast corner of the Northeast one-quarter of Section 11, Township 30 South, Range 37 East as shown on the Florida Department of Transportation Right of Way Map for State Road 9 (Interstate 95), Section 70220, F.P. No. 426904 3; thence North 89 degrees 23 minutes 47 seconds West along the South line of said Northeast one-quarter of Section 11 a distance of 1079.13 feet to a point on the existing Westerly Limited Access Right of Way line of State Road 9 (Interstate 95) lying 150.00 feet Westerly of, as measured perpendicular to the centerline of survey of said State Road 9 (Interstate 95) as shown on said Right of Way Map; thence North 13 degrees 03 minutes 35 seconds West along said existing Westerly Limited Access Right of Way line and parallel with said centerline of survey 900.45 feet to the POINT OF BEGINNING; thence departing said existing Westerly Limited Access Right of Way line South 76 degrees 56 minutes 25 seconds West, 75.00 feet; thence North 13 degrees 03 minutes 35 seconds West, parallel with said centerline of survey 684.89 feet; thence North 23 degrees 50 minutes 26 seconds West, 174.39 feet; thence North 27 degrees 21 minutes 19 seconds West, 646.10 feet to a point lying 417.16 feet Westerly of, as measured perpendicular to said centerline of survey; thence North 13 degrees 03 minutes 35 seconds West, parallel with said centerline of survey 103.60 feet; thence North 58 degrees 03 minutes 06 seconds West, 158.98 feet to a point lying 100.00 feet Southerly of, as measured perpendicular to the centerline of survey of St. Johns Heritage Parkway as shown on said Right of Way Map; thence South 76 degrees 56 minutes 46 seconds West, parallel with said centerline of survey 822.85 feet; thence North 13 degrees 03 minutes 14 seconds West, 200.00 feet to a point lying 100.00 feet Northerly of, as measured perpendicular to said centerline of survey of St. Johns Heritage Parkway; thence North 76 degrees 56 minutes 46 seconds East, parallel with said centerline of survey 810.40 feet; thence North 31 degrees 56 minutes 46 seconds East, 141.42 feet to a point lying 441.99 feet Westerly of, as measured perpendicular to the aforesaid centerline of survey of State Road 9 (I-95) as shown on said Right of Way Map; thence North 13 degrees 03 minutes 20 seconds West, parallel with said centerline of survey 313.63 feet; thence North 08 degrees 52 minutes 16 seconds East, 393.34 feet; thence North 00 degrees 58 minutes 01 seconds East, 157.82 feet; thence North 00 degrees 29 minutes 36 seconds West, 196.60 feet; thence North 03 degrees 30 minutes 59 seconds West, 168.84 feet; thence North 09 degrees 03 minutes 35 seconds West, 518.51 feet to the existing Westerly Limited Access Right of Way line of said State Road 9 (I-95), said point lying 150.00 feet Westerly of, as measured perpendicular to the aforesaid centerline of survey of State Road 9 (I-95) as shown on said Right of Way Map; thence South 13 degrees 03 minutes 20 seconds East along said existing Westerly Limited Access Right of Way line and parallel with said centerline of survey 1832.46 feet; thence South 13 degrees 03 minutes 35 seconds East, continuing along said existing Westerly Limited Access Right of Way line and parallel with said centerline of survey 1873.13 feet to the POINT OF BEGINNING.

<div>HORIZON SURVEYORS</div> <div>OF CENTRAL FLORIDA, INC. LB 6360</div> <div>390 POINCIANA DR., MELBOURNE, FL 32935</div> <div>E-MAIL: INFO@HORIZONSURVEYORS.COM</div> <div>(321) 254-8133</div>	SCALE 1" = 300'	REVISION TABLE					SURVEY FOR: EMERALD INVESTMENT HOLDINGS, LLC
	DATE 11-23-20	DATE	DESCRIPTION				
							DRAWING NUMBER: 6284-20-1117

SECTIONS 10 & 11, TOWNSHIP 30 SOUTH, RANGE 37 EAST  
BREVARD COUNTY, FLORIDA

DESCRIPTION: ST. JOHNS HERITAGE PARKWAY (A 200 FOOT WIDE RIGHT OF WAY), WEST OF I-95 (SEBASTIAN RESOURCES 400 LIMITED) PER O.R.B. 7533, PG.171

A PARCEL OF LAND LYING IN SECTIONS 10 & 11, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 10; THENCE RUN S89°42'39"E ALONG THE NORTH LINE OF SAID SECTION 10, A DISTANCE OF 852.49 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE S89°42'39"E ALONG SAID NORTH LINE A DISTANCE OF 409.39 FEET; THENCE RUN S59°42'48"E A DISTANCE OF 1081.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE RUN SOUTHEASTERLY A DISTANCE OF 1060.52 FEET ALONG SAID CURVE HAVING A RADIUS OF 1402.00 FEET, A CENTRAL ANGLE OF 43°20'26", AND A CHORD WHICH BEARS S81°23'01"E A DISTANCE OF 1035.42 FEET TO A POINT OF TANGENCY; THENCE RUN N76°56'46"E A DISTANCE OF 1953.18 FEET TO THE WEST LINE OF THE INTERCHANGE PROPERTY, WEST OF INTERSTATE 95, AS SHOWN ON F.D.O.T. DRAWING FPD NO. 426904-3-52-01, DATED 05-15-15; THENCE RUN S13°03'14"E ALONG SAID WEST LINE, A DISTANCE OF 200.00 FEET; THENCE RUN S76°56'46"W A DISTANCE OF 1953.18 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE RUN NORTHWESTERLY A DISTANCE OF 1211.81 FEET ALONG SAID CURVE HAVING A RADIUS OF 1602.00 FEET, A CENTRAL ANGLE OF 43°20'26", AND A CHORD WHICH BEARS N81°23'01"W A DISTANCE OF 1183.12 FEET TO A POINT OF TANGENCY; THENCE RUN N59°42'48"W A DISTANCE OF 1273.83 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE RUN NORTHWESTERLY A DISTANCE OF 161.81 FEET ALONG SAID CURVE HAVING A RADIUS OF 2798.00 FEET, A CENTRAL ANGLE OF 03°18'48", AND A CHORD WHICH BEARS N61°22'12"W A DISTANCE OF 161.78 FEET TO THE POINT OF BEGINNING.

AND

DESCRIPTION: STORMWATER POND 5

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE RUN S01°29'54"E ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10 A DISTANCE OF 358.91 FEET; THENCE RUN N88°25'36"E A DISTANCE OF 888.55 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN N59°54'34"E A DISTANCE OF 100.06 FEET; THENCE RUN N41°57'41"E A DISTANCE OF 55.02 FEET; THENCE RUN N301°7'12"E A DISTANCE OF 126.10 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE PROPOSED ST. JOHNS HERITAGE PARKWAY (A 200 FOOT WIDE RIGHT OF WAY); THENCE RUN S59°42'48"E ALONG THE SOUTH LINE OF SAID PROPOSED ST. JOHNS HERITAGE PARKWAY A DISTANCE OF 352.18 FEET; THENCE RUN S35°30'08"W A DISTANCE OF 48.66 FEET TO A POINT OF CURVATURE, THENCE RUN SOUTHWESTERLY A DISTANCE OF 245.13 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 265.00 FEET, A CENTRAL ANGLE OF 52°59'58", AND A CHORD WHICH BEARS S62°00'07"W A DISTANCE OF 236.48 FEET TO A POINT OF TANGENCY; THENCE RUN S88°30'06"W A DISTANCE OF 105.75 FEET; THENCE RUN N52°15'18"W A DISTANCE OF 143.71 FEET; THENCE RUN N38°29'43"W A DISTANCE OF 55.28 FEET TO THE POINT OF BEGINNING.

DESCRIPTION: STORMWATER POND 6

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE RUN S01°29'54"E ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10 A DISTANCE OF 523.97 FEET; THENCE RUN N88°25'36"E A DISTANCE OF 1148.73 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN NORTHEASTERLY A DISTANCE OF 274.18 FEET ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 265.00 FEET, A CENTRAL ANGLE OF 53°15'05", AND A CHORD WHICH BEARS N60°00'31"E A DISTANCE OF 264.41 FEET TO A POINT OF TANGENCY; THENCE RUN N33°22'59"E A DISTANCE OF 40.36 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE PROPOSED ST. JOHNS HERITAGE PARKWAY (A 200 FOOT WIDE RIGHT OF WAY); THENCE RUN S59°42'48"E ALONG THE SOUTH LINE OF SAID PROPOSED ST. JOHNS HERITAGE PARKWAY A DISTANCE OF 496.68 FEET; THENCE RUN S66°53'22"W A DISTANCE OF 192.13 FEET; THENCE RUN N86°05'56"W A DISTANCE OF 78.57 FEET; THENCE RUN N56°16'43"W A DISTANCE OF 42.68 FEET; THENCE RUN N71°00'23"W A DISTANCE OF 44.88 FEET; THENCE RUN S83°38'37"W A DISTANCE OF 64.15 FEET; THENCE RUN N85°34'19"W A DISTANCE OF 84.27 FEET; THENCE RUN S79°42'05"W A DISTANCE OF 91.83 FEET TO A POINT OF CURVATURE, THENCE RUN NORTHWESTERLY A DISTANCE OF 52.43 FEET ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 42°54'55", AND A CHORD WHICH BEARS N78°50'27"W A DISTANCE OF 51.21 FEET TO A POINT OF TANGENCY; THENCE RUN N57°23'00"W A DISTANCE OF 92.50 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHEASTERLY A DISTANCE OF 100.54 FEET ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 144°01'04", AND A CHORD WHICH BEARS N14°37'32"E A DISTANCE OF 76.09 FEET TO THE POINT OF BEGINNING.

DESCRIPTION: STORMWATER POND 7A

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 11; THENCE RUN N89°42'59"W ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11 A DISTANCE OF 1141.61 FEET; THENCE RUN S24°53'35"E A DISTANCE OF 305.73 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S24°53'35"E A DISTANCE OF 75.46 FEET; THENCE RUN S24°40'31"E A DISTANCE OF 48.57 FEET; THENCE RUN S44°30'05"E A DISTANCE OF 44.42 FEET; THENCE RUN S38°11'23"E A DISTANCE OF 95.25 FEET TO THE NORTH RIGHT OF WAY LINE OF THE PROPOSED ST. JOHNS HERITAGE PARKWAY (A 200 FOOT WIDE RIGHT OF WAY); THENCE RUN S76°56'46"W ALONG THE NORTH LINE OF SAID PROPOSED ST. JOHNS HERITAGE PARKWAY A DISTANCE OF 290.67 FEET; THENCE RUN N13°03'14"W A DISTANCE OF 260.00 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHEASTERLY A DISTANCE OF 70.69 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD WHICH BEARS N31°56'46"E A DISTANCE OF 63.64 FEET TO A POINT OF TANGENCY; THENCE RUN N76°56'46"E A DISTANCE OF 16.68 FEET; THENCE RUN S80°03'32"E A DISTANCE OF 152.18 FEET TO THE POINT OF BEGINNING.

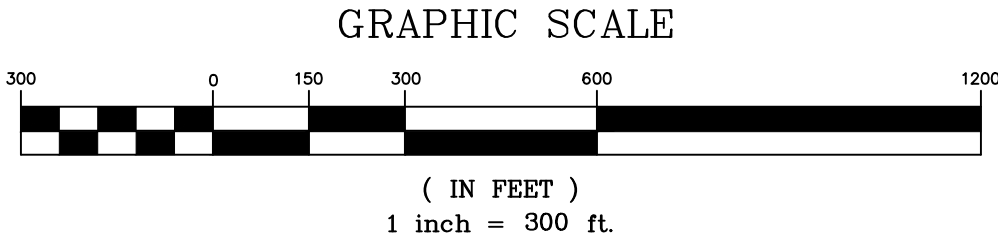
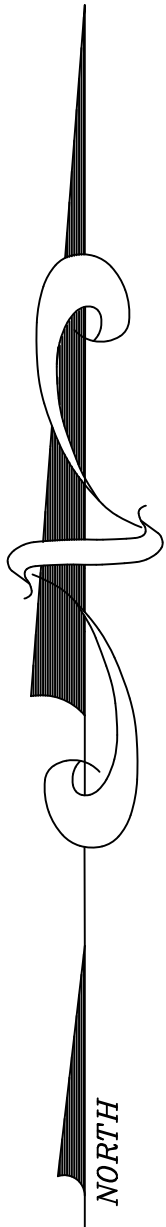
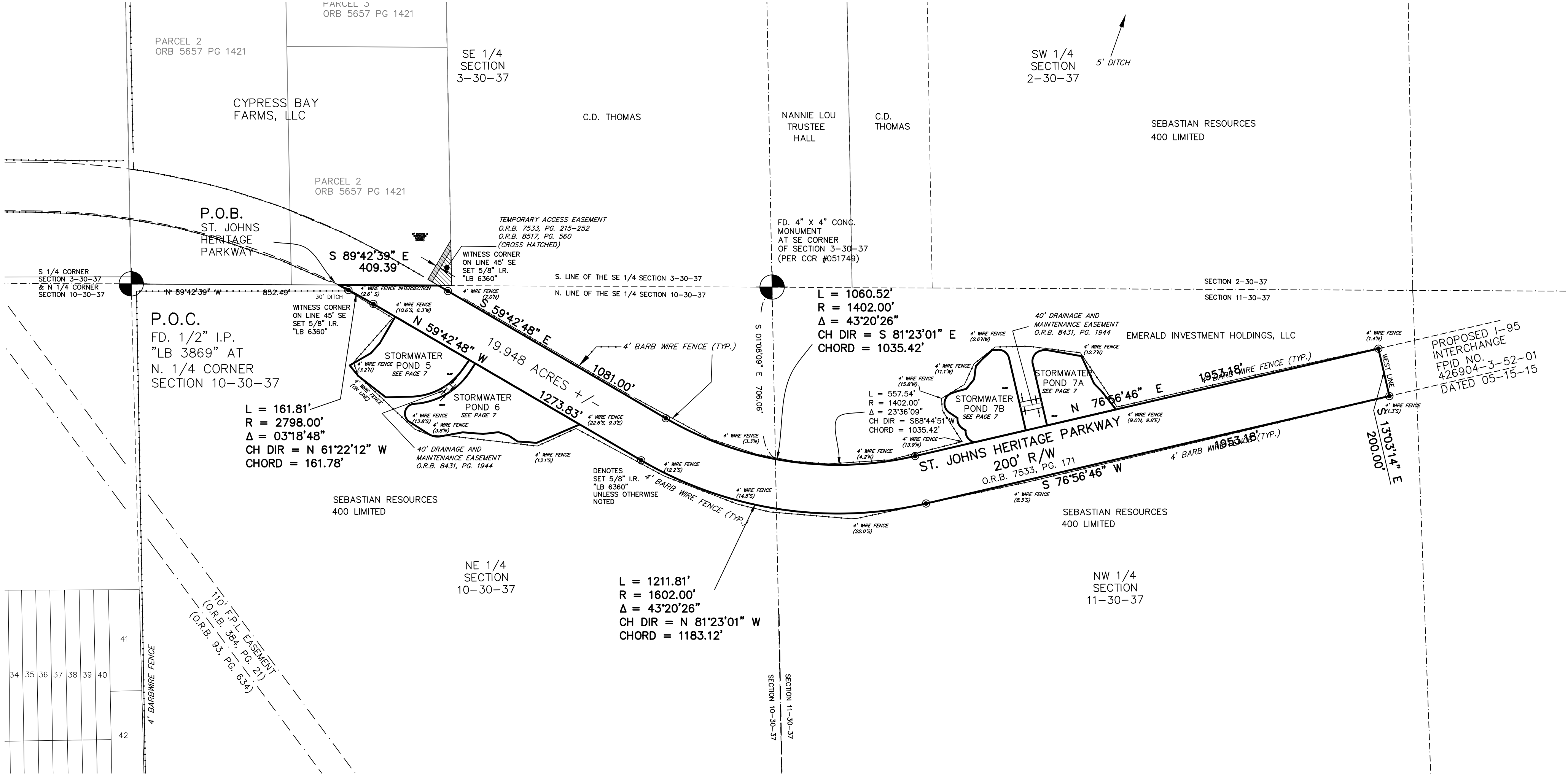
DESCRIPTION: STORMWATER POND 7B

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 11; THENCE RUN S89°42'59"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11 A DISTANCE OF 906.73 FEET; THENCE RUN S13°03'14"E A DISTANCE OF 294.77 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S13°03'14"E A DISTANCE OF 304.19 FEET TO THE NORTH RIGHT OF WAY LINE OF THE PROPOSED ST. JOHNS HERITAGE PARKWAY (A 200 FOOT WIDE RIGHT OF WAY); THENCE RUN S76°56'46"W A DISTANCE OF 215.20 FEET ALONG THE NORTH LINE OF SAID PROPOSED ST. JOHNS HERITAGE PARKWAY; THENCE RUN NORTHWESTERLY A DISTANCE OF 67.14 FEET ALONG AN ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 85°29'24", AND A CHORD WHICH BEARS N37°33'43"W A DISTANCE OF 61.09 FEET TO A POINT OF NON-TANGENCY; THENCE RUN N57°38'49"W A DISTANCE OF 15.32 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHWESTERLY A DISTANCE OF 49.63 FEET ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 45.15 FEET, A CENTRAL ANGLE OF 62°59'00", AND A CHORD WHICH BEARS N25°39'40"W A DISTANCE OF 47.17 FEET TO A POINT OF NON-TANGENCY; THENCE RUN N56°10'11"W A DISTANCE OF 40.41 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHEASTERLY A DISTANCE OF 99.62 FEET ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 128°50'42", AND A CHORD WHICH BEARS N07°15'10"E A DISTANCE OF 80.49 FEET TO A POINT OF TANGENCY; THENCE RUN N70°40'31"E A DISTANCE OF 24.96 FEET; THENCE RUN N75°29'41"E A DISTANCE OF 36.80 FEET; THENCE RUN N39°13'14"E A DISTANCE OF 51.09 FEET; THENCE RUN N07°38'56"E A DISTANCE OF 54.40 FEET; THENCE RUN N42°37'37"E A DISTANCE OF 37.76 FEET; THENCE RUN N47°33'00"E A DISTANCE OF 57.00 FEET; THENCE RUN N87°25'06"E A DISTANCE OF 22.74 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHEASTERLY A DISTANCE OF 62.46 FEET ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 79°31'41", AND A CHORD WHICH BEARS S52°49'04"E A DISTANCE OF 57.57 FEET TO THE POINT OF BEGINNING.

LEGEND

A.K.A.	=	ALSO KNOWN AS	O.R.B.	=	OFFICIAL RECORDS BOOK
C.B.S.	=	CONCRETE BLOCK STRUCTURE	P.	=	PLAT
C.C.C.L.	=	COASTAL CONSTRUCTION CONTROL LINE	P.C.	=	POINT OF CURVATURE
C.M.	=	CONCRETE MONUMENT	P.C.P.	=	PERMANENT CONTROL POINT
C.M.P.	=	CORRUGATED METAL PIPE	P.I.	=	POINT OF INTERSECTION
CALC.	=	CALCULATED	P.O.B.	=	POINT OF BEGINNING
CONC.	=	CONCRETE	P.O.C.	=	POINT OF COMMENCEMENT
E.O.A.	=	EDGE OF ASPHALT	P.P.	=	POWER POLE
ELEV.	=	ELEVATION	P.R.M.	=	PERMANENT REFERENCE MONUMENT
ENCL.	=	ENCLOSED	P.U. & D.E.	=	PUBLIC UTILITY & DRAINAGE EASEMENT
F.H.	=	FIRE HYDRANT	P.U.E.	=	PUBLIC UTILITY EASEMENT
F.L.	=	FLOW LINE	R.	=	RADIUS OF CURVE
FD.	=	FOUND	R.C.P.	=	REINFORCED CONCRETE PIPE
I.P.	=	IRON PIPE	R/W	=	RIGHT OF WAY
I.R.	=	IRON ROD	S.S.M.H.	=	SANITARY SEWER MANHOLE
INV.	=	INVERT	T.O.B.	=	TOP OF BANK
L.	=	ARC LENGTH OF CURVE	T.O.S.	=	TOE OF SLOPE
MEAS.	=	MEASURED	TYP.	=	TYPICAL
M.H.W.L.	=	MEAN HIGH WATER LINE	W.M.	=	WATER METER
M.W.L.	=	MEAN WATER LINE	Δ	=	CENTRAL ANGLE OF CURVE
N.G.V.D.	=	NATIONAL GEODETIC VERTICAL DATUM	⊕	=	CENTERLINE
N/D	=	NAIL WITH DISK			
O.H.W.	=	OVERHEAD WIRE			



<div>HORIZON SURVEYORS</div> <div>OF CENTRAL FLORIDA, INC. LB 6360</div> <div>390 POINCIANA DR., MELBOURNE, FL 32935</div> <div>E-MAIL: INFO@HORIZONSURVEYORS.COM</div> <div>(321) 254-8133</div>	SCALE 1" = 300'		REVISION TABLE					SURVEY FOR:	
	DATE 11-23-20		DATE	DESCRIPTION				EMERALD INVESTMENT HOLDINGS, LLC	
								DRAWING NUMBER:	
				6284-20-1117					





EXHIBIT “G”

Ordinance No. 2018-52

Future Land Use Amendment – Regional Activity Center

## **ORDINANCE NO. 2018-52**

**AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, REPEALING ORDINANCE NOS. 2010-24 AND 2010-25, WHICH AMENDED THE CODE OF ORDINANCES, TITLE XVII, LAND DEVELOPMENT CODE, CHAPTER 183, COMPREHENSIVE PLAN REGULATIONS, SECTION 183.01, COMPREHENSIVE PLAN, SUBSECTION (D), ADOPTION OF FUTURE LAND USE MAP; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on July 8, 2010, the City Council of the City of Palm Bay enacted Ordinance Nos. 2010-24 and 2010-25, which amended the Comprehensive Plan to provide for a change in land use of certain properties from Residential 1 Use (Brevard County) to Regional Activity Center Use (RAC), and

**WHEREAS**, a request to amend the Comprehensive Plan has been made by Emerald Investment Holdings, LLC, in order to combine the two (2) previously approved land use designation conditions into one RAC Use known as Emerald Lakes, and

**WHEREAS**, the City of Palm Bay has designated the Planning and Zoning Board as its Local Planning Agency and said Local Planning Agency held an adoption hearing on an amendment to the Comprehensive Plan on September 5, 2018, after public notice, and

**WHEREAS**, the City Council of the City of Palm Bay, pursuant to Chapter 163, Florida Statutes, held a public hearing on an amendment to the Comprehensive Plan on October 18, 2018, after public notice, and

**WHEREAS**, the City Council of the City of Palm Bay, pursuant to Chapter 163, Florida Statutes, submitted the amendment to the Florida Department of Economic Opportunity for review and comment, and

**WHEREAS**, the Florida Department of Economic Opportunity submitted a Comment Report regarding this amendment, and

**WHEREAS**, the City Council of the City of Palm Bay has considered the Comments provided and has addressed all items, and

**WHEREAS**, the City Council of the City of Palm Bay, pursuant to Chapter 163, Florida Statutes, held an adoption public hearing on the amendment to the Comprehensive Plan on January 3, 2019, after public notice, and

**WHEREAS**, the City Council of the City of Palm Bay desires to adopt said amendment to the Comprehensive Plan of the City of Palm Bay.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA**, as follows:

**SECTION 1.** The City Council of the City of Palm Bay hereby repeals Ordinance Nos. 2010-24 and 2010-25, enacted on July 8, 2010, in their entirety.

**SECTION 2.** The Comprehensive Plan of the City of Palm Bay, Brevard County, Florida, is hereby amended to combine the two (2) previously approved land use designation conditions into one RAC Use known as Emerald Lakes, which properties are legally described in Exhibit 'A', attached hereto, and made an integral part of this ordinance.

**SECTION 3.** The Future Land Use Map, Series Map No. 12, is hereby changed to reflect this amendment.

**SECTION 4.** All staff report conditions and limitations shall be met and those


conditions and limitations shall be made a part of the Comprehensive Plan as specifically identified in Exhibit 'B' attached hereto, and made an integral part of this ordinance.


**SECTION 5.** All ordinances or parts of ordinances in conflict herewith are hereby repealed and all ordinances or parts of ordinances not in conflict herewith are hereby continued in full force and effect.

**SECTION 6.** The effective date of this plan amendment shall be the date a final order is issued by the Florida Department of Community Affairs or Administrative Commission finding the amendment in compliance in accordance with Section 163.3184(1)(b), Florida Statutes, whichever is applicable.

Read in title only at Meeting No. 2018-26, held on October 18, 2018; and read in title only and duly enacted at Meeting No. 2019-01, held on January 3, 2019.

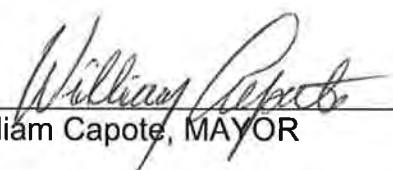
ATTEST:

  
\_\_\_\_\_  
Terese M. Jones, CITY CLERK

Reviewed by CAO: 

Applicant: Emerald Investments, LLC  
Case No.: CP-15-2018

cc: 01-04-19 Applicant  
Case File  
Brevard County Property Appraiser's Office (via [michelle.lastinger@bcpao.us](mailto:michelle.lastinger@bcpao.us))

  
\_\_\_\_\_  
William Capote, MAYOR



**EXHIBIT 'A'**

**LEGAL DESCRIPTION**

**LEGAL DESCRIPTION:**

6 PARCELS OF LAND SITUATED IN SECTIONS 1, 2, 3, 10, 11 AND 12, TOWNSHIP 30 SOUTH, RANGE 37 EAST IN BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL 1:**

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY FLORIDA; THENCE RUN N89°55'05"E A DISTANCE OF 659.99; THENCE S01°06'06"E A DISTANCE OF 1280.53 FEET; THENCE S89°43'42"E A DISTANCE OF 329.77 FEET; THENCE RUN N01°05'23"W A DISTANCE OF 1282.56 FEET; THENCE RUN N89°55'05"E ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3 A DISTANCE OF 1649.98 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 30 SOUTH, RANGE 37 EAST; THENCE RUN N89°55'18"E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 2 A DISTANCE OF 2555.70 FEET TO THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 95; THENCE RUN S13°03'20"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 3500.33 FEET TO THE INTERSECTION WITH THE NORTH LINE OF INTERCHANGE PARCEL 101 DESCRIBED IN OFFICIAL RECORDS BOOK 7532, PAGE 2932 AND ST. JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 171; THENCE RUN S09°03'35"E ALONG SAID NORTH LINE A DISTANCE OF 518.51 FEET; THENCE RUN S03°30'59"E A DISTANCE OF 168.84 FEET; THENCE RUN S00°29'36"E A DISTANCE OF 196.60 FEET; THENCE RUN S00°58'01"W A DISTANCE OF 157.82 FEET; THENCE RUN S08°52'16"W A DISTANCE OF 393.34 FEET; THENCE RUN S13°03'20"E A DISTANCE OF 313.63 FEET; THENCE RUN S31°56'46"W A DISTANCE OF 141.42 FEET; THENCE RUN S76°56'47"W A DISTANCE OF 2763.58 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1402.00 FEET: THENCE RUN NORTHWESTERLY A DISTANCE OF 1060.52 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°20'26" AND HAVING A CHORD WHICH BEARS N81°23'01"W A DISTANCE OF 1035.42 FEET TO A POINT OF INTERSECTION WITH A TANGENT LINE; THENCE RUN N59°42'48"W A DISTANCE OF 1081.00 FEET TO THE SOUTH LINE OF SAID SECTION 3; THENCE S89°42'39"E A DISTANCE OF 1369.88 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 30 SOUTH, RANGE 37 EAST; THENCE S89°42'59"E A DISTANCE OF 657.82 FEET; THENCE N01°00'06"W A DISTANCE OF 1300.35 FEET; THENCE N89°40'28"W A DISTANCE OF 658.49 FEET; THENCE N89°32'33"W A DISTANCE OF 1317.05 FEET; THENCE N01°04'42"W A DISTANCE OF 1304.74 FEET; THENCE N89°22'27"W A DISTANCE 1318.24 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE N01°07'32"W A DISTANCE OF 2552.94 FEET TO THE POINT OF BEGINNING.

**TOGETHER WITH:**

**PARCEL 2:**

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 95 AND THE NORTH LINE OF THE SOTTILE CANAL (WIDTH VARIES); THENCE N89°40'36"W ALONG AFOREMENTIONED NORTH LINE A DISTANCE OF 6827.92 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF AFOREMENTIONED SECTION 10, TOWNSHIP 30 SOUTH, RANGE 37 EAST; THENCE N01°29'54"W ALONG SAID WEST LINE 2548.89 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 10; THENCE S89°42'39"E A DISTANCE OF 852.49 FEET TO A POINT OF INTERSECTION WITH A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2798.00 FEET ON THE SOUTH RIGHT OF WAY LINE OF ST. JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 171 AND INTERCHANGE PARCEL 101 DESCRIBED IN OFFICIAL RECORDS BOOK 7532, PAGE 2932; THENCE RUN SOUTHEASTERLY A DISTANCE OF 161.80 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL

**LEGAL DESCRIPTION**

ANGLE OF 03°18'48" AND HAVING A CHORD WHICH BEARS S61°22'12"E A DISTANCE OF 161.78 FEET TO A POINT OF INTERSECTION WITH A TANGENT LINE; THENCE RUN S59°42'48"E A DISTANCE OF 1273.83 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1602.00 FEET; THENCE RUN SOUTHEASTERLY A DISTANCE OF 1211.81 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°20'26" AND HAVING A CHORD WHICH BEARS S81°23'01"E A DISTANCE OF 1183.12 FEET TO A POINT OF TANGENCY; THENCE RUN N76°56'47"E A DISTANCE OF 2776.03 FEET; THENCE RUN S58°03'06"E A DISTANCE OF 158.98 FEET; THENCE RUN S13°03'35"E A DISTANCE OF 103.60 FEET; THENCE RUN S27°21'19"E A DISTANCE OF 646.10 FEET; THENCE RUN S23°50'26"E A DISTANCE OF 174.39 FEET; THENCE RUN S13°03'35"E A DISTANCE OF 684.89 FEET; THENCE RUN N76°56'25"E A DISTANCE OF 75.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 95; THENCE RUN S13°03'33"E A DISTANCE OF 763.16 FEET TO THE POINT OF BEGINNING.

**PARCEL 3:**

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY FLORIDA; THENCE RUN S00°12'10"W A DISTANCE OF 5255.24 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF AFOREMENTIONED SECTION 1; THENCE RUN S01°39'31"E A DISTANCE OF 2240.34 FEET TO THE NORTH LINE OF THE SOTTILE CANAL (WIDTH VARIES); THENCE RUN S87°06'07"W ALONG THE NORTH LINE OF SAID CANAL A DISTANCE OF 95.39 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2900.00 FEET ON THE NORTH RIGHT OF WAY LINE OF ST. JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 202; THENCE RUN NORTHWESTERLY A DISTANCE OF 162.03 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°12'04" AND HAVING A CHORD WHICH BEARS N03°15'34"W A DISTANCE 162.01 FEET; THENCE RUN N01°39'31"W A DISTANCE OF 1223.63 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1532.00 FEET; THENCE RUN NORTHWESTERLY A DISTANCE OF 2711.15 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 101°23'42" AND HAVING A CHORD WHICH BEARS N52°21'23"W FOR A DISTANCE OF 2370.96 FEET TO A POINT OF TANGENCY; THENCE RUN S76°56'47"W A DISTANCE OF 595.55 FEET; THENCE RUN S85°19'23"W ALONG SAID NORTH RIGHT OF WAY LINE, ALSO THE NORTH LINE OF INTERCHANGE PARCEL 102 DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 103 A DISTANCE OF 307.45 FEET; THENCE RUN S80°45'39"W ALONG SAID NORTH LINE A DISTANCE OF 467.93 FEET; THENCE RUN N78°15'58"W A DISTANCE OF 398.01 FEET; THENCE RUN N36°19'13"W A DISTANCE OF 398.02 FEET; THENCE RUN N15°09'26"W A DISTANCE OF 1542.67 FEET; THENCE RUN S76°56'40"W A DISTANCE OF 11.84 FEET TO THE EAST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 95; THENCE RUN N13°03'02"W ALONG THE AFOREMENTIONED EAST RIGHT OF WAY LINE A DISTANCE OF 3088.34 FEET; THENCE N89°55'28"E ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 30 SOUTH, RANGE 37 EAST, A DISTANCE OF 2419.70 FEET TO THE NORTHEAST CORNER OF AFOREMENTIONED SECTION 2; THENCE N89°58'04"E A DISTANCE OF 2637.51 FEET TO THE POINT OF BEGINNING.

**PARCEL 4:**

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 95 AND THE NORTH LINE OF THE SOTTILE CANAL (WIDTH VARIES); THENCE RUN N13°03'35"W ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 1071.80 FEET TO THE HAUL ROUTE FROM BORROW PIT NO. 5; THENCE RUN S89°42'06"E A DISTANCE OF 1274.48 FEET; THENCE RUN N00°17'54"E A DISTANCE OF 800 FEET; THENCE RUN N89°42'06"W A DISTANCE OF 800 FEET; THENCE RUN S00°17'54"W A DISTANCE OF 750 FEET; THENCE RUN N89°42'06"W A DISTANCE OF 404.43 FEET TO THE SOUTH LINE OF

**LEGAL DESCRIPTION**

INTERCHANGE PARCEL 102 DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 103; THENCE RUN N02°23'20"W ALONG SAID SOUTH LINE A DISTANCE OF 120.18 FEET; THENCE RUN N11°14'49"E A DISTANCE OF 352.17 FEET; THENCE RUN N18°00'57"E A DISTANCE OF 415.68 FEET; THENCE RUN N25°12'14"E A DISTANCE OF 130.81 FEET; THENCE RUN N13°33'28"E A DISTANCE OF 210.54 FEET; THENCE RUN N13°03'35"W A DISTANCE OF 240.15 FEET; THENCE RUN N31°57'06"E A DISTANCE OF 141.43 FEET; THENCE RUN N76°56'46"E A DISTANCE OF 760.74 FEET; THENCE RUN N76°56'48"E ALONG PREVIOUSLY MENTIONED SOUTH LINE, ALSO THE SOUTH RIGHT OF WAY LINE OF ST. JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 202 A DISTANCE OF 455.97 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1332.00 FEET; THENCE RUN SOUTHEASTERLY A DISTANCE OF 2357.21 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 101°23'42" AND HAVING A CHORD WHICH BEARS S52°21'23"E A DISTANCE OF 2061.44 FEET; THENCE RUN S01°39'31"E ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1223.63 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 3100.00 FEET; THENCE RUN SOUTHEASTERLY A DISTANCE OF 166.35 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°04'29" AND HAVING A CHORD WHICH BEARS S03°11'46"E A DISTANCE OF 166.33 FEET TO THE NORTH LINE OF AFOREMENTIONED SOTTILE CANAL; THENCE RUN S87°06'07" W ALONG SAID NORTH LINE A DISTANCE OF 284.41 FEET; THENCE RUN S83°04'26"W A DISTANCE OF 2084.05 FEET; THENCE RUN N89°19'58"W A DISTANCE OF 655.41 TO THE AFOREMENTIONED EAST RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

**PARCEL 5:**

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY FLORIDA; THENCE RUN S89°49'46"E A DISTANCE OF 124.66 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE SOTTILE CANAL (WIDTH VARIES) AND POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN N83°04'26"E ALONG SAID SOUTH LINE A DISTANCE OF 1824.85 FEET; THENCE RUN N87°06'07"E A DISTANCE OF 288.56 FEET TO THE WEST RIGHT OF WAY LINE OF ST. JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 202 AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 3100.00 FEET; THENCE RUN SOUTHEASTERLY A DISTANCE OF 244.92 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°31'36" AND HAVING A CHORD WHICH BEARS S10°08'41"E A DISTANCE OF 244.85 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE RUN N89°49'46"W A DISTANCE OF 2142.86 FEET TO THE POINT OF BEGINNING.

**PARCEL 6:**

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY FLORIDA; THENCE RUN N89°49'46"W ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF AFOREMENTIONED SECTION 12 A DISTANCE OF 40.35 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2900.00 FEET; THENCE RUN NORTHWESTERLY A DISTANCE OF 256.38 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°03'55" AND HAVING A CHORD WHICH BEARS N10°45'31"W A DISTANCE OF 256.29 FEET TO THE SOUTH LINE OF THE SOTTILE CANAL (WIDTH VARIES); THENCE RUN N87°06'07"E ALONG SAID SOUTH LINE A DISTANCE OF 80.88 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE RUN S01°39'31"E A DISTANCE OF 256.11 FEET TO THE POINT OF BEGINNING.

**LEGAL DESCRIPTION**

## EXHIBIT 'A'

### LEGAL DESCRIPTION

THE WEST ½ OF SECTION 1, THE EAST ½ OF SECTION 2 LYING EASTERLY OF SAID INTERSTATE 95, THE NORTH ½ OF SECTION 11 LYING EASTERLY OF SAID INTERSTATE 95, AND THE NORTHWEST ¼ OF SECTION 12, LESS AND EXCEPT THAT PORTION OF A STRIP OF LAND 200 FEET IN WIDTH CONSTITUTING THE MAIN CANAL OF THE SAN SEBASTIAN DRAINAGE DISTRICT LYING IN SECTIONS 11 AND 12; ALSO LESS AND EXCEPT BORROW PIT NO. 5 AND HAUL ROUTE FROM BORROW PIT NO. 5 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BORROW PIT NO. 5; A PARCEL OF LAND IN THE NORTHWEST ¼ OF SECTION 12 AND NORTHEAST ¼ OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 37 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE ON THE NORTH BOUNDARY OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 37 EAST AT A POINT 1394.41 FEET WEST FROM THE NORTHEAST CORNER THEREOF; RUN S 13°05'20" E 1550.05 FEET; THENCE S 89°43'50" E 628.67 FEET TO THE **POINT OF BEGINNING**; CONTINUE S 89°43'50" E 800 FEET; THENCE N 00°16'10" E 800 FEET; THENCE N 89°43'50" W 800 FEET; THENCE S 00°16'10" W 800 FEET TO THE **POINT OF BEGINNING**, AND

HAUL ROUTE FROM BORROW PIT NO. 5: THAT PART OF NORTHEAST ¼ OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 37 EAST LYING EASTERLY OF THE RIGHT OF WAY FOR INTERSTATE HIGHWAY NO. 95 AND NORTHERLY AND WITHIN 50 FEET OF A LINE DESCRIBED AS FOLLOWS; BEGIN AT THE SOUTHWEST CORNER OF BORROW PIT NO. 5 AS DESCRIBED ABOVE AND RUN N 89°42'50" W 628.67 FEET TO THE SURVEY LINE OF INTERSTATE HIGHWAY NO. 95 AND THE END OF SAID LINE AS HEREIN DESCRIBED.

ALL LYING AND BEING IN TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA.

CONTAINING 723.06 ACRES, MORE OR LESS.

City of Palm Bay, Florida  
Ordinance No. 2018-52

**EXHIBIT 'B'**

**EMERALD LAKES SITE SPECIFIC CRITERIA**

## **EXHIBIT 'B'**

### **EMERALD LAKES SITE SPECIFIC CRITERIA**

1. EMERALD INVESTMENT HOLDINGS, LLC, (successors to Sebastian Resources 400, LP and Brevard Landvest, LLC,) it's owners and assigns shall maintain consistency with the City of Palm Bay Comprehensive Plan Regional Activity Center Goals, Objectives and Policies for the EMERALD LAKES Regional Activity Center (RAC);
2. The EMERALD LAKES RAC Concept Master Plan is amending the City's Future Land Use Map Series, Map #12 and to be consistent with the EMERALD LAKES RAC Concept Master Plan;
3. The EMERALD LAKES RAC total project acreage is 1,561 acres. The boundary lines or acreage shown on the adopted Concept Master Land Use Plan may be adjusted based on the final permitting and dedication of lands to the City of Palm Bay and Brevard County for rights-of-way for the Palm Bay Parkway (aka the St. Johns Heritage Parkway), Interstate 95 Interchange and the Sotille Canal, as long as the overall maximum densities and intensities of the total RAC do not change;
4. The total number of residential dwelling units within the EMERALD LAKES RAC shall not exceed 3,760 dwelling units and the total square footage of non-residential use shall not exceed 2,820,000 square feet. For purposes of square foot calculations, 1 hospital bed equals 2,500 square feet and 1 hotel room equals 500 square feet;
5. The EMERALD LAKES RAC shall include the Maximum densities and intensities: 3,760 residential dwelling units, including single family and multi family; and 2,820,000 non-residential uses, including commercial, office, industrial, educational, hotel and hospital uses;
6. The location of uses, densities and intensities may be moved within project boundaries as long as they are consistent with the maximum and minimum densities and intensities of the RAC policies;
7. Prior to the issuance of building permits for more than:
  - a. 1,253 dwelling units, a minimum of 187,950 square feet nonresidential uses shall have Final Development Plan Approval for construction;
  - b. 2,506 dwelling units, a minimum of 375,900 square feet nonresidential uses shall have Final Development Plan Approval for construction;
  - c. At buildout, a minimum of .6 jobs shall have been created for each residential unit constructed;
8. The required 200' right-of-way for the St. Johns Heritage Parkway within the EMERALD LAKES RAC boundaries has been dedicated to the City of Palm Bay in accordance with the provisions of the City of Palm Bay Chapter 171 Fair Share Impact Fees Ordinance;
9. The required right-of-way for the Interchange of Interstate 95 and St. Johns Heritage Parkway) has been dedicated to the City of Palm Bay in accordance with the provisions of the City of Palm Bay Chapter 171 Fair Share Impact Fees Ordinance;



10. No building permits shall be issued until the required laneage of St. Johns Heritage Parkway necessary to serve the project has been let for construction and/or funding has been provided in accordance with the provisions of the City of Palm Bay Chapter 171 Fair Share Impact Fees Ordinance;
11. No building permits shall be issued until the required extensions of water and sewer lines necessary to serve the project have been let for construction and/or funding has been provided in accordance with the provisions of the City of Palm Bay Chapter 171 Fair Share Impact Fees Ordinance;
  - a. Water Main from Babcock Street to Project Entrance;
  - b. Force Main from Babcock Street to Project Entrance;
12. A minimum buffer of 20' shall be provided along the EMERALD LAKES RAC property boundary adjacent to commercial and industrial uses;
13. An average buffer of 25', minimum 15' without mitigation, shall be maintained adjacent to all preserved wetlands consistent with St. Johns River Water Management District permitting requirements. A 50' buffer from top of bank will be maintained along the Sotille Canal. A 100' buffer shall be maintained adjacent to commercial and industrial uses adjacent to the lands owned/and or managed on the eastern boundary by the Brevard County Environmental Endangered Lands Program;
14. A minimum right-of-way of 85' for the Sotille Canal shall be dedicated to Brevard County; and
15. One or more transit stops shall be provided, as determined at the Final Development Plan stage.



**ORDINANCE 2010-24****EXHIBIT 'A'  
SITE SPECIFIC CRITERIA**

1. ~~Sebastian Resources 400, LP, its owners and assigns shall maintain consistency with the City of Palm Bay Comprehensive Plan Regional Activity Center Goals, Objectives and Policies for the Sebastian Regional Activity Center (RAC).~~
2. ~~The Sebastian RAC Concept Master Land Use Plan has been made part of the City's Future Land Use Map Series, Map# 21.~~
3. ~~The Sebastian RAC total project acreage is 938 acres. The boundary lines or acreage shown on the adopted Concept Master Land Use Plan may be adjusted based on the final permitting and dedication of lands to the City of Palm Bay and Brevard County for rights-of-way for the Palm Bay Parkway (aka the St. Johns Heritage Parkway), Interstate 95 Interchange and the Sotille Canal, provided the acreage requirements of the RAC policies are complied with.~~
4. ~~The total number of residential dwelling units within the Sebastian RAC shall not exceed 2,500 dwelling units and the total square footage of non-residential use shall not exceed 1,570,000 square feet. For purposes of square foot calculations, 1 hospital bed equals 2,500 square feet and 1 hotel room equals 500 square feet.~~
5. ~~The Sebastian RAC shall include the following maximum densities and intensities:~~

Development Table		
Mixed Use Town Center		155 acres
Commercial/Office	300,000-sf	
Hospital/Medical Clinic	300-beds	
Hotel/Motel	300-rooms	
Multi-Family	900-units	
Workplace		81 acres
Commercial/Office	370,000-sf	
Multi-Family	250-units	
Urban Living		248 acres
Single Family	113-units	
Multi-Family	1,237-units	
Open Space		454 acres
Activity-Based	161-acres	
Resource-Based	293-acres	
Total Project Acreage		938 acres

6. ~~The net buildable acreage is 645 acres, calculated as 938 acres (Total Project Acreage) less 293 acres (Resource Based Open Space).~~
7. ~~The location of uses and intensities may be moved within project boundaries as long as they are consistent with the maximum and minimum densities and intensities of the RAC policies.~~



8. ~~Prior to the issuance of building permits for more than:~~
- ~~a. 825 dwelling units, a minimum of 123,750 square feet nonresidential uses shall be constructed;~~
  - ~~b. 1,650 dwelling units, a minimum of 247,500 square feet nonresidential uses shall be constructed;~~
  - ~~c. At buildout, a minimum of .6 jobs shall have been created for each residential unit constructed.~~
9. ~~No building permits shall be issued that generate more than 947 gross PM peak trips (consistent with Brevard County's Residential 1 land use of 938 dwelling units), until the Interchange at Interstate 95 and Palm Bay Parkway (aka St. Johns Heritage Parkway) has been let for construction and the City has updated its Comprehensive Plan based on the recommendations of its evaluation and appraisal report due May 1, 2008, including amending its comprehensive plan to extend its planning horizon. The 947 gross pm peak hour trips shall allow a maximum of 400 dwelling units and 375,000 sf of non-residential square footage use.~~
10. ~~The required 200' right-of-way for the Palm Bay Parkway (aka St. Johns Heritage Parkway) within the Sebastian RAC boundaries shall be dedicated to the City of Palm Bay in accordance with the provisions of the City of Palm Bay Chapter 171 Fair Share Impact Fees Ordinance.~~
11. ~~The required right-of-way for the Interchange of Interstate 95 and Palm Bay Parkway (aka St. Johns Heritage Parkway) shall be dedicated to the City of Palm Bay in accordance with the provisions of the City of Palm Bay Chapter 171 Fair Share Impact Fees Ordinance.~~
12. ~~No building permits shall be issued until the required laneage of Palm Bay Parkway (aka St. Johns Heritage Parkway) necessary to serve the project has been let for construction in accordance with the provisions of the City of Palm Bay Chapter 171 Fair Share Impact Fees Ordinance;~~
- ~~a. Two lanes of Palm Bay Parkway from Babcock Street to Project Entrance.~~
13. ~~No building permits shall be issued until the required extensions of water, sewer and reuse lines necessary to serve the project have been let for construction in accordance with the provisions of the City of Palm Bay Chapter 171 Fair Share Impact Fees Ordinance;~~
- ~~a. Water Main from Babcock Street to Project Entrance;~~
  - ~~b. Force Main from Babcock Street to Project Entrance;~~
  - ~~c. Reuse Main from Babcock Street to Project Entrance.~~

~~A reuse water distribution system shall be installed concurrent with development for all land uses, developed in parallel to the potable water system, and maintained for utilization when sufficient quantities of reclaimed water, stormwater, or surface water~~



~~are, available for irrigation. Irrigation systems installed in the development shall be designed to accept reuse water. If reclaimed water is not available, the applicant will use the constructed reuse lines to withdraw irrigation water from the stormwater lakes.~~

- ~~14. No building permits shall be issued until the required turn lane improvements on Babcock Street have been let for construction in accordance with the provisions of the City of Palm Bay Chapter 171 Fair Share Impact Fees Ordinance;
  - ~~a. Northbound left, Northbound right, Southbound left, Southbound right at Valkaria Road;~~
  - ~~b. Northbound left and Southbound right at Waco Blvd SE.~~~~
- ~~15. A minimum buffer of 20' shall be provided along the entire Sebastian RAG property boundary.~~
- ~~16. A minimum buffer of 25' shall be maintained adjacent to all preserved wetlands and a 50' buffer will be maintained along the Sotille Canal.~~
- ~~17. A minimum right-of-way of 85' for the Sotille Canal shall be dedicated to Brevard County.~~
- ~~18. One or more transit stops within each of the Mixed-Use Town Center, Workplace and Urban Living areas shall be provided.~~

## **ORDINANCE 2010-25**

### **EXHIBIT 'A' SITE SPECIFIC CRITERIA**

- ~~1. Brevard Landvest LLC, it's owner's and assigns shall maintain consistency with the City of Palm Bay Comprehensive Plan Regional Activity Center, Goals, Objectives and Policies for the Brevard Landvest Regional Activity Center (RAG).~~
- ~~2. The Brevard RAG Concept Master Land Use Plan has been made part of the City's Future Land Use Map Series, Map# 22.~~
- ~~3. The Brevard Landvest RAG total project acreage is 723 acres. The boundary lines or acreage s\_hown on the adopted Concept Master Land Use Plan may be adjusted based on the final permitting and dedication of lands to the City of Palm Bay and Brevard County for rights-of-way for the Palm Bay Parkway (aka St. Johns Heritage Parkway), the Interstate 95 Interchange and the Sotille Canal, provided the acreage requirements of the RAG policies are complied with.~~
- ~~4. The total number of residential dwelling units within the Brevard Landvest RAG shall not exceed 1,260 dwelling units and the total square footage of non-residential use shall not exceed 1,250,000 square feet.~~

5. ~~The Brevard Landvest RAC shall include the following maximum densities and intensities:~~

~~Development Table~~

~~Workplace~~

<del>Commercial</del>	<del>200,000-sf</del>	
<del>Office</del>	<del>150,000-sf</del>	<del>272-acres</del>
<del>Industrial</del>	<del>900,000-sf</del>	
<del>Multi-Family</del>	<del>252-du's</del>	

~~Urban Living~~

<del>Single-Family</del>	<del>330-du's</del>	
<del>Multi-Family</del>	<del>678-du's</del>	

~~Open Space~~

<del>Activity-Based</del>	<del>46-acres</del>	
<del>Resource-Based</del>	<del>251-acres</del>	

~~Total Project Acreage~~

~~723-acres~~

~~The net buildable acreage is 472 acres, calculated as 723 acres (Total Project Acreage) less 251 acres (Resource-Based Open Space).~~

6. ~~The location of uses and intensities may be moved within project boundaries as long as they are consistent with the maximum and minimum densities and intensities of the RAC policies.~~

7. ~~Prior to the issuance of building permits for more than:~~

- ~~a. 415 dwelling units, a minimum of 62,250 square feet of nonresidential development shall be constructed;~~
- ~~b. 831 dwelling units, a minimum of 124,650 square feet of nonresidential development shall be constructed;~~
- ~~c. At buildout, a minimum of .6 jobs shall have been created for each residential unit constructed.~~

8. ~~No building permits shall be issued that generate more than 730 gross PM-peak trips (consistent with Brevard County's Residential-1 land use of 723 dwelling units), until the Interchange at Interstate 95 and Palm Bay Parkway (aka St. Johns Heritage Parkway) has been let for construction and the City has updated its Comprehensive Plan based on the recommendations of its evaluation and appraisal report due May 1, 2008, including amending its comprehensive plan to extend its planning horizon. The 730 gross pm peak hour trips shall allow a maximum of 270 dwelling units and 375,000-sf of non-residential square footage use.~~

9. ~~The required 200' right-of-way for the Palm Bay Parkway (aka St. Johns Heritage Parkway) within the Brevard Landvest RAC boundaries shall be dedicated to the City of Palm Bay in accordance with the provisions of the City of Palm Bay Chapter 171 Fair Share Impact Fees Ordinance.~~



- 
- ~~10. The required right-of-way for the Interchange of 1-95 and the Palm Bay Parkway (aka St. Johns Heritage Parkway) shall be dedicated to the City of Palm Bay in accordance with the provisions of the City of Palm Bay Chapter 171, Fair Share Impact Fees Ordinance.~~
- ~~11. No building permits shall be issued until the required laneage of Palm Bay Parkway (aka St. Johns Heritage) necessary to serve the project has been let for construction in accordance with the provisions of the City of Palm Bay Chapter 171 Fair Share Impact Fees Ordinance.~~
- ~~a. Two lanes of Palm Bay Parkway from Micco Road to Project Entrance; or~~
  - ~~b. Two Lanes of Palm Bay Parkway from Interstate 95 to Project Entrance.~~
- ~~12. No building permits shall be issued until the required extensions of water, sewer and reuse lines necessary to serve the project have been let for construction in accordance with the provisions of the City of Palm Bay Chapter 171 Fair Share Impact Fees Ordinance; —~~
- ~~a. Water Main from Babcock Street to Project Entrance;~~
  - ~~b. Force Main from Babcock Street to Project Entrance;~~
  - ~~c. Reuse Main from Babcock Street to Project Entrance.~~
- ~~A reuse water distribution system shall be installed concurrent with development for all land uses, developed in parallel to the potable water system, and maintained for utilization when sufficient quantities of reclaimed water, stormwater, or surface water are available for irrigation. Irrigation systems installed in the development shall be designed to accept reuse water. If reclaimed water is not available, the applicant will use the constructed reuse lines to withdraw irrigation water from the stormwater lakes.~~
- ~~13. A minimum buffer of 20' shall be provided along the entire Brevard RAC property boundaries.~~
- ~~14. A minimum buffer of 25' shall be maintained adjacent to all wetlands, a 50' buffer shall be maintained along the Sotille Canal, and a 100' buffer shall be maintained adjacent to the lands owned/and or managed by the Brevard County Environmental Endangered Lands Program.~~
- ~~15. A minimum right-of-way of 85' for the Sotille Canal shall be dedicated to Brevard County.~~
- ~~16. One or more transit stops within each of the Urban Living and Workplace areas shall be provided.~~
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**ORDINANCE 2018-XX****EMERALD LAKES SITE SPECIFIC CRITERIA**

1. EMERALD INVESTMENT HOLDINGS, LLC, (successors to Sebastian Resources 400, LP and Brevard Landvest, LLC,) it's owners and assigns shall maintain consistency with the City of Palm Bay Comprehensive Plan Regional Activity Center Goals, Objectives and Policies for the EMERALD LAKES Regional Activity Center (RAC).
2. The EMERALD LAKES RAC Concept Master Plan is amending the City's Future Land Use Map Series, Map # ~~44~~ 12 and to be consistent with the EMERALD LAKES RAC Concept Master Plan.
3. The EMERALD LAKES RAC total project acreage is 1,561 acres. The boundary lines or acreage shown on the adopted Concept Master Land Use Plan may be adjusted based on the final permitting and dedication of lands to the City of Palm Bay and Brevard County for rights-of-way for the Palm Bay Parkway (aka the St. Johns Heritage Parkway), Interstate 95 Interchange and the Sotille Canal, as long as the overall maximum densities and intensities of the total RAC do not change.
4. The total number of residential dwelling units within the EMERALD LAKES RAC shall not exceed 3,760 dwelling units and the total square footage of non-residential use shall not exceed 2,820,000 square feet. For purposes of square foot calculations, 1 hospital bed equals 2,500 square feet and 1 hotel room equals 500 square feet.
5. The EMERALD LAKES RAC shall include the Maximum densities and intensities: 3,760 residential dwelling units, including single family and multi family; and 2,820,000 non-residential uses, including commercial, office, industrial, educational, hotel and hospital uses.
6. The location of uses, densities and intensities may be moved within project boundaries as long as they are consistent with the maximum and minimum densities and intensities of the RAC policies.
7. Prior to the issuance of building permits for more than:
  - a. 1,253 dwelling units, a minimum of 187,950 square feet nonresidential uses shall have Final Development Plan Approval for construction;
  - b. 2,506 dwelling units, a minimum of 375,900 square feet nonresidential uses shall have Final Development Plan Approval for construction;
  - c. At buildout, a minimum of .6 jobs shall have been created for each residential unit constructed.
8. The required 200' right-of-way for the St. Johns Heritage Parkway within the EMERALD LAKES RAC boundaries has been dedicated to the City of Palm Bay in

accordance with the provisions of the City of Palm Bay Chapter 171 Fair Share Impact Fees Ordinance.

9. The required right-of-way for the Interchange of Interstate 95 and St. Johns Heritage Parkway) has been dedicated to the City of Palm Bay in accordance with the provisions of the City of Palm Bay Chapter 171 Fair Share Impact Fees Ordinance.
10. No building permits shall be issued until the required laneage of St. Johns Heritage Parkway necessary to serve the project has been let for construction and/or funding has been provided in accordance with the provisions of the City of Palm Bay Chapter 171 Fair Share Impact Fees Ordinance;
11. No building permits shall be issued until the required extensions of water and sewer lines necessary to serve the project have been let for construction and/or funding has been provided in accordance with the provisions of the City of Palm Bay Chapter 171 Fair Share Impact Fees Ordinance;
  - a. Water Main from Babcock Street to Project Entrance;
  - b. Force Main from Babcock Street to Project Entrance;
12. A minimum buffer of 20' shall be provided along the EMERALD LAKES RAC property boundary adjacent to commercial and industrial uses.
13. An average buffer of 25', minimum 15' without mitigation, shall be maintained adjacent to all preserved wetlands consistent with St. Johns River Water Management District permitting requirements. A 50' buffer from top of bank will be maintained along the Sotille Canal. A 100' buffer shall be maintained adjacent to commercial and industrial uses adjacent to the lands owned/and or managed on the eastern boundary by the Brevard County Environmental Endangered Lands Program.
14. A minimum right-of-way of 85' for the Sotille Canal shall be dedicated to Brevard County.
15. One or more transit stops shall be provided, as determined at the Final Development Plan stage.

EXHIBIT “H”

Ordinance No. 2011-46  
Re-Zoning – Regional Activity Center



## **ORDINANCE NO. 2011-46**

**AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE ZONING ORDINANCE OF THE CITY OF PALM BAY BY CHANGING THE ZONING OF PROPERTY FROM GU (GENERAL USE DISTRICT) (BREVARD COUNTY) TO RAC (REGIONAL ACTIVITY CENTER DISTRICT); WHICH PROPERTY IS LOCATED WEST OF AND ADJACENT TO INTERSTATE 95, IN THE VICINITY BETWEEN GRANT AND MICCO ROADS, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR A CHANGE OF THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE.**

**BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, as follows:**

**SECTION 1.** The Zoning Ordinance of the City of Palm Bay, Brevard County, Florida, is hereby amended to provide for the rezoning of property from GU (General Use District) (Brevard County) to RAC (Regional Activity Center District), being legally described as follows:

All of Section 2 lying westerly of said Interstate 95, less the west  $\frac{1}{2}$  of the southwest  $\frac{1}{4}$  of the southwest  $\frac{1}{4}$ , Township 30S, Range 37E, Brevard County, Florida.

Together with:

The northeast  $\frac{1}{4}$  of Section 3, except the west  $\frac{1}{2}$  of the east  $\frac{1}{2}$  of the northwest  $\frac{1}{4}$  of the northeast  $\frac{1}{4}$ , Township 30S, Range 37E, Brevard County, Florida.

Together with:

The northeast  $\frac{1}{4}$  of the southeast  $\frac{1}{4}$  of Section 3, Township 30S, Range 37E, Brevard County, Florida.

Together with:

The northeast  $\frac{1}{4}$  of Section 10 and the north  $\frac{1}{2}$  of Section 11 lying westerly of said Interstate 95, less that portion of a strip of land 200 feet in width constituting the main canal of the San Sebastian Drainage District traversing the north  $\frac{1}{2}$  of Section 11 and the northeast  $\frac{1}{4}$  of Section 10 that lies within this legal, Township 30S, Range 37E, Brevard County, Florida.

Together with:

The north ½ of the northwest ¼ of the southeast ¼ of Section 3, Township 30S, Range 37E, Brevard County, Florida.

Containing 938.74 acres, more or less.

**SECTION 2.** The Zoning Map of the City of Palm Bay is hereby revised to reflect this amendment.

**SECTION 3.** The provisions within this ordinance shall take effect immediately upon the enactment date.

Read in title only at Meeting No. 2011-27, held on September 1, 2011; and read in title only and duly enacted at Meeting No. 2011-29, held on September 15, 2011.

  
\_\_\_\_\_  
John J. Mazziotti, MAYOR

ATTEST:

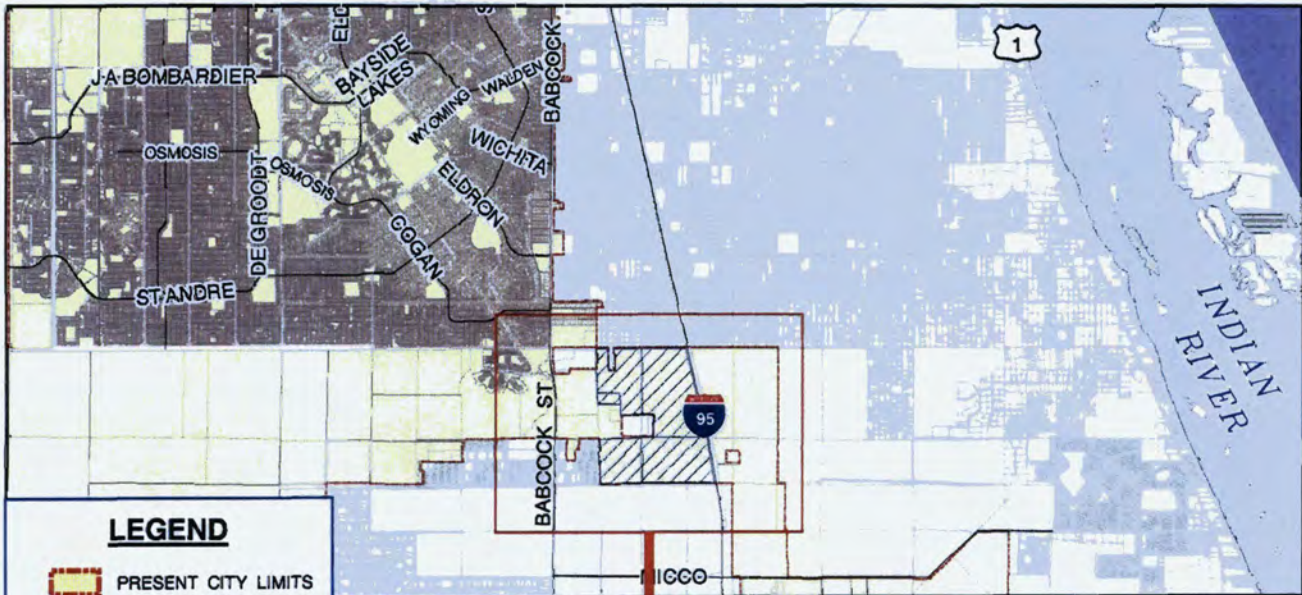
  
\_\_\_\_\_  
Alice Passmore, CITY CLERK

Applicant: Sebastian Resources 400, LP  
Case No.: PD-16-2011

cc: 09-16-11 Applicant  
Case File



# LOCATION MAP



## LEGEND

- PRESENT CITY LIMITS
- MAJOR ROADS



PD - 16 - 2011



September 19, 2011

Mr. John Capanos  
Sebastian Resources 400, LP  
1 North Fort Lauderdale Beach Boulevard, Unit 1802  
Fort Lauderdale, FL 33304

Dear Mr. Capanos:

Enclosed is a certified copy of Ordinance No. 2011-46, rezoning property located west of and adjacent to Interstate 95, in the vicinity between Grant and Micco Roads, from GU (General use District) (Brevard County) to RAC (Regional Activity Center District).

Also enclosed is a certified copy of Resolution No. 2011-38, approving a proposed Regional Activity Center Planned Development Concept Plan for the same property.

The City Council approved the ordinance and resolution at Regular Council Meeting No. 2011-29, held on September 15, 2011.

The concept plan is conditioned upon complying with stipulations as set forth in Section 2 of the resolution.

**If the need should arise in the future for an extension to the commencement period of the concept plan, the request must be submitted to the Office of the City Clerk at least thirty days (30) prior to the expiration date. Requests received after this time period are unable to be acted upon by the City Council prior to the expiration date and will render the concept plan null and void. Please mark your calendar accordingly.**

If you should have any questions or require any additional information, please contact my office at (321) 952-3414.

Sincerely,

CITY OF PALM BAY

Alice Passmore, CMC  
City Clerk

tmj

Enclosures: Ord No. 2011-46 and Res. No. 2011-38

Case No. PD-16-2011

Legislative Department



Mailed to:

City of Palm Bay  
Attn: Terese Jones  
120 Malabar Rd Se  
Palm Bay, FL 32907

A daily publication by:



AD#250790,09/05/2011

**CITY OF PALM BAY, FLORIDA  
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City Council of the City of Palm Bay, Florida, will hold a public hearing for the purpose of enacting Ordinance Nos. 2011-44, 2011-45, 2011-46, and 2011-47, at City Hall, 120 Malabar Road, SE, Palm Bay, on September 15, 2011, at 7:00 P.M., titled as shown:

**ORDINANCE NO. 2011-44**

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, VACATING AND ABANDONING A PORTION OF THE REAR TWENTY (20) FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT, LOCATED WITHIN LOT 18, BLOCK 2326, PORT MALABAR UNIT 44, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGE 161, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR AN EFFECTIVE DATE.

**ORDINANCE NO. 2011-45**

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE XVII, LAND DEVELOPMENT CODE, CHAPTER 185, ZONING CODE, BY CREATING A NEW ZONING DISTRICT TO BE KNOWN AS THE REGIONAL ACTIVITY CENTER DISTRICT (RAC); PROVIDING CRITERIA FOR THE ZONING DISTRICT; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

**ORDINANCE NO. 2011-46**

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE ZONING ORDINANCE OF THE CITY OF PALM BAY BY CHANGING THE ZONING OF PROPERTY FROM GU (GENERAL USE DISTRICT) (BREVARD COUNTY) TO RAC (REGIONAL ACTIVITY CENTER DISTRICT); WHICH PROPERTY IS LOCATED WEST OF AND ADJACENT TO INTERSTATE 95, IN THE VICINITY BETWEEN GRANT AND MICO ROADS, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR A CHANGE OF THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE.

**ORDINANCE NO. 2011-47**

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING ORDINANCE NO. 2010-56, SECTION 3, AS AMENDED BY ORDINANCE NOS. 2011-15, 2011-28, AND 2011-36, BY PROVIDING FOR LETTERS RECOMMENDING STUDENTS TO SERVE ON THE YOUTH ADVISORY BOARD TO BE OBTAINED FROM A VARIETY OF ADULT SOURCES; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance(s). The ordinance draft(s) may be inspected by the public from 8:30 A.M. to 5:00 P.M., weekdays, in the Office of the City Clerk, City Hall, 120 Malabar Road, SE, Palm Bay, Florida.

If an individual decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, a record of the proceedings will be required and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (FS 286.0105). Such person must provide a method for recording the proceedings verbatim.  
Alice Passmore, CMC  
City Clerk

**STATE OF FLORIDA  
COUNTY OF BREVARD**

Before the undersigned authority personally appeared **KATHY CICALA**, who on oath says that she is **LEGAL ADVERTISING SPECIALIST** of the **FLORIDA TODAY**, a newspaper published in Brevard County, Florida; that the attached copy of advertising being a

**LEGAL NOTICE**

Ad # (	250790	)	\$	260.88	the matter of:
Acct. # (	6CI213	)			
CITY OF PALM BAY					
the	Court	NOTICE OF PUBLIC HEARING			
SEPTEMBER 15, 2011					

as published in the **FLORIDA TODAY** in the issue(s) of:

**September 5, 2011**

Affiant further says that the said **FLORIDA TODAY** is a newspaper in said Brevard County, Florida, and that the said newspaper has heretofore been continuously published in said Brevard County, Florida, regularly as stated above, and has been entered as periodicals matter at the post office in **MELBOURNE** in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

*Kathy Cicala*  
(Signature of Affiant)

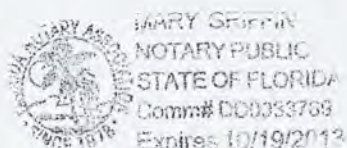
**5th day of September, 2011**

*Mary Griffin*  
(Signature of Notary Public)

**Mary Griffin**

(Name of Notary Typed, Printed or Stamped)

Sworn to and subscribed before this:



Personally Known ☒ or Produced Identification \_\_\_\_\_  
Type Identification Produced: \_\_\_\_\_

*9.12.11*

EXHIBIT “I”

Ordinance No. 2018-17  
Emerald Lakes Community Development District

## **ORDINANCE NO 2018-17**

**AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, ESTABLISHING THE EMERALD LAKES COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2017), NAMING THE DISTRICT, DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT, DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING FOR A LIMITATION ON CITY OBLIGATIONS AND ACCEPTANCE, PROVIDING FOR A SEVERABILITY CLAUSE, PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Uniform Community Development Act of 1980, Chapter 190, *Florida Statutes* (hereinafter referred to as the "Act") sets forth the exclusive and uniform method for establishing a community development district, and

**WHEREAS**, section 190.005(2) of the Act requires that a Petition for the Establishment of a Community Development District of less than 2 500 acres be filed by the petitioner with the municipality having jurisdiction over the majority of land in the area in which the district is to be located and

**WHEREAS**, section 190 005(1)(a) of the Act requires that such petition contain certain information to be considered at a public hearing before the City Council of the City of Palm Bay Florida ("City"), and

**WHEREAS** Emerald Investment Holdings LLC ("Petitioner"), having obtained written consent to the establishment of the Emerald Lakes Community Development District (the "District"), by the owners of one-hundred percent (100%) of the real property to be included in the District and having presented documents evidencing the control of the real property to be included in the District, has petitioned the City to adopt an ordinance establishing the District pursuant to the Act, and



**WHEREAS**, the Petitioner is a Florida limited liability company authorized to conduct business in the State of Florida and whose principal place of business is 605 South Fremont Avenue, Suite B, Tampa, Florida, 33606 and

**WHEREAS**, the Petition which was submitted to the City on April 4, 2018, has been determined to contain the requisite information as mandated by section 190.005(1)(a) of the Act and

**WHEREAS**, all interested persons and affected units of general purpose local government will be or have been afforded an opportunity to present oral and written comments on the Petition at a duly noticed public hearing conducted by the City on June 21 2018 and

**WHEREAS**, on June 21, 2018, the City considered the record of the public hearing and the factors set forth in section 190.005(1)(e) of the Act, and upon such review has determined that granting the Petition to establish the District is in the best interest of the City and

**WHEREAS**, the establishment of the District shall not act to replace or amend any City or County land development approvals governing the land area to be included within the District, and

**WHEREAS**, all District roads, including any improvements to existing roads, shall be constructed to equal or exceed the applicable construction specifications of the City or the County, and

**WHEREAS**, it is believed that the establishment of the District will result in a timely, efficient, effective, responsive and economic way to deliver community development services in the area described in the Petition.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY  
OF PALM BAY, BREVARD COUNTY, FLORIDA, as follows**

**SECTION 1. RECITALS INCORPORATED.**

The above recitals are true and correct and by this reference are incorporated  
herein

**SECTION 2. AUTHORITY**

This Ordinance is enacted in compliance with and pursuant to the Uniform  
Community Development District Act of 1980, codified in Chapter 190, *Florida Statutes*

**SECTION 3. FINDINGS OF FACT.**

The City hereby finds and determines, pursuant to section 190 005(2) of the Act,  
based on the testimony and evidence presented before the City and the record  
established at the public hearing that

A All statements within the Petition are true and correct

B Establishment of the District and all land uses and services planned  
within the proposed District are not inconsistent with applicable elements or portions of  
the State Comprehensive Plan or the City of Palm Bay Comprehensive Plan

C The area of land within the District described in Exhibit "A" which is  
attached hereto and incorporated herein, is of a sufficient size is sufficiently compact and  
is sufficiently contiguous to be developed as one functional interrelated community

D The District is the best alternative available for delivering the  
community development services and facilities to the area that would be served by the  
District

E The community development services and facilities of the District will

not be incompatible with the capacity and uses of existing local and regional community development services and facilities, and

F The area to be served by the District is amenable to separate special district government

#### **SECTION 4 ESTABLISHMENT AND DISTRICT NAME.**

There is hereby created a community development district situated entirely within the limits of the City which District shall be known as the "Emerald Lakes Community Development District," and which shall be referred to in this Ordinance as the "District

#### **SECTION 5 EXTERNAL BOUNDARIES OF THE DISTRICT**

The external boundaries of the District are described in Exhibit "A , and said boundaries encompass approximately 1,561 acres

#### **SECTION 6. DISTRICT POWERS AND FUNCTIONS.**

The powers and functions of the District are described in the Act The District is also authorized to exercise additional powers to finance, fund, plan, establish acquire construct, reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for parks and facilities for indoor and outdoor recreational cultural, and educational uses as authorized and described in section 190 012(2)(a) of the Act, security powers in accordance with section 190 012(2)(d) of the Act and all of the powers necessary, convenient, incidental, or proper in connection with any of the powers duties or purposes authorized by this Ordinance or the Act.

#### **SECTION 7. BOARD OF SUPERVISORS.**

The five persons designated to serve as initial members of the District's Board of Supervisors are as follows

Name            Alfredo Rodriguez-Walling  
Address        255 Alhambra Circle, Suite 1160  
                  Coral Gables Florida 33134

Name            David Kramer  
Address        c/o 605 S Fremont Avenue, Suite B  
                  Tampa Florida 33606

Name            Mel Scott  
Address        7175 Murrell Road  
                  Viera Florida 32940

Name            Duane "Rocky" Owen  
Address        5585 Alligator Lake Road  
                  St Cloud Florida 34772

Name            A Christopher Kasten  
Address        1020 Friendly Way Street  
                  St Petersburg FL 33705

#### **SECTION 8. NOTICE REQUIREMENTS.**

Petitioner has caused a notice of a public hearing on the consideration of the Petition to be published in a newspaper of general circulation in the county and of general interest and readership in the community, at least once a week for four (4) consecutive weeks immediately prior to such hearing in compliance with the provisions of section 190.005(1)(d) of the Act

#### **SECTION 9. COMPLIANCE WITH ALL REMAINING PROVISIONS OF CHAPTER 190, FLORIDA STATUTES, AND ALL OTHER APPLICABLE PROVISIONS OF LAW**

Petitioner has complied with all remaining provisions of the Act and other provisions of law necessary for the establishment of the District

#### **SECTION 10. REPEAL OF ORDINANCE IN CONFLICT**

All other ordinances of the City or portions thereof which conflict with this or any part of this Ordinance are hereby repealed

**SECTION 11. LIMITATION ON CITY OBLIGATIONS AND ACCEPTANCE.**

Nothing in this Ordinance shall be deemed as affirmative acceptance by the City of any financial operational maintenance or any other responsibilities of the District nor be deemed as affirmative acceptance of any proposed improvement

**SECTION 12. SEVERABILITY**


If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void unconstitutional or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full effect

**SECTION 13. EFFECTIVE DATE** The provisions within this ordinance shall take effect immediately upon the enactment date

Read in title only at Meeting No 2018 14, held on June 7, 2018; and read in title only and duly enacted at Meeting No 2018-15 held on June 21 2018

ATTEST

  
Terese M. Jones, CITY CLERK

Reviewed by CAO: 

  
William Capote, MAYOR



**EXHIBIT A**  
**LEGAL DESCRIPTION**

LEGAL DESCRIPTION

6 PARCELS OF LAND SITUATED IN SECTIONS 1 2 3 10 11 AND 12 TOWNSHIP 30 SOUTH RANGE 37 EAST IN BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

PARCEL 1

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 30 SOUTH RANGE 37 EAST BREVARD COUNTY FLORIDA THENCE RUN N89°55'05" E A DISTANCE OF 659.99 THENCE S01°06'06"E A DISTANCE OF 1280.53 FEET THENCE S89°43'42"E A DISTANCE OF 329.77 FEET, THENCE RUN N01°05'23"W A DISTANCE OF 1282.56 FEET THENCE RUN N89°55'05"E ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3 A DISTANCE OF 1649.98 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 30 SOUTH, RANGE 37 EAST THENCE RUN N89°55'18"E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 2 A DISTANCE OF 2555.70 FEET TO THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO 95 THENCE RUN S13°03'20"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 3500.33 FEET TO THE INTERSECTION WITH THE NORTH LINE OF INTERCHANGE PARCEL 101 DESCRIBED IN OFFICIAL RECORDS BOOK 7532, PAGE 2932 AND ST JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 171 THENCE RUN S09°03'35" E ALONG SAID NORTH LINE A DISTANCE OF 518.51 FEET, THENCE RUN S03°30'59"E A DISTANCE OF 168.84 FEET, THENCE RUN S00°29'36"E A DISTANCE OF 196.60 FEET THENCE RUN S00°58'01"W A DISTANCE OF 157.82 FEET THENCE RUN S08°52'16"W A DISTANCE OF 393.34 FEET, THENCE RUN S13°03'20"E A DISTANCE OF 313.63 FEET, THENCE RUN S31°56'46"W A DISTANCE OF 141.42 FEET THENCE RUN S76°56'47"W A DISTANCE OF 2763.58 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1402.00 FEET THENCE RUN NORTHWESTERLY A DISTANCE OF 1060.52 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°20'26" AND HAVING A CHORD WHICH BEARS N81°23'01"W A DISTANCE OF 1035.42 FEET TO A POINT OF INTERSECTION WITH A TANGENT LINE, THENCE RUN N59°42'48"W A DISTANCE OF 1081.00 FEET TO THE SOUTH LINE OF SAID SECTION 3 THENCE S89°42'39"E A DISTANCE OF 1369.88 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 3 TOWNSHIP 30 SOUTH RANGE 37 EAST THENCE S89°42'59"E A DISTANCE OF 657.82 FEET THENCE N01°00'06"W A DISTANCE OF 1300.35 FEET, THENCE N89°40'28"W A DISTANCE OF 658.49 FEET; THENCE N89°32'33"W A DISTANCE OF 1317.05 FEET THENCE N01°04'42"W A DISTANCE OF 1304.74 FEET THENCE N89°22'27"W A DISTANCE 1318.24 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 3, THENCE N01°07'32"W A DISTANCE OF 2552.94 FEET TO THE POINT OF BEGINNING

TOGETHER WITH

PARCEL 2

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO 95 AND THE NORTH LINE OF THE SOTTILE CANAL (WIDTH VARIES) THENCE N89°40'36"W ALONG AFOREMENTIONED NORTH LINE A DISTANCE OF 6827.92 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF AFOREMENTIONED SECTION 10 TOWNSHIP 30 SOUTH, RANGE 37 EAST THENCE N01°29'54"W ALONG SAID WEST LINE 2548.89 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 10, THENCE S89°42'39"E A DISTANCE OF 852.49 FEET TO A POINT OF INTERSECTION WITH A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2798.00 FEET ON THE SOUTH RIGHT OF WAY LINE OF ST JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533 PAGE 171 AND INTERCHANGE PARCEL 101 DESCRIBED IN OFFICIAL RECORDS BOOK 7532, PAGE 2932 THENCE RUN SOUTHEASTERLY A DISTANCE OF 161.80 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°18'48" AND HAVING A CHORD WHICH BEARS S61°22'12" E A DISTANCE OF 161.78 FEET TO A POINT OF INTERSECTION WITH A TANGENT LINE, THENCE RUN S59°42'48"E A DISTANCE OF 1273.83 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1602.00 FEET, THENCE RUN SOUTHEASTERLY A DISTANCE OF 1211.81 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°20'26" AND HAVING A CHORD WHICH BEARS S81°23'01" E A DISTANCE OF 1183.12 FEET TO A POINT OF TANGENCY, THENCE RUN N76°56'47"E A DISTANCE OF 2776.03 FEET, THENCE RUN S58°03'06"E A DISTANCE OF 158.98 FEET THENCE RUN S13°03'35"E A DISTANCE OF 103.60 FEET THENCE RUN S27°21'19"E A DISTANCE OF 646.10 FEET, THENCE RUN S23°50'26"E A DISTANCE OF 174.39 FEET, THENCE RUN S13°03'35"E A DISTANCE OF 684.89 FEET THENCE RUN N76°56'25"E A DISTANCE OF 75.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO 95, THENCE RUN S13°03'33"E A DISTANCE OF 763.16 FEET TO THE POINT OF BEGINNING

PARCEL 3

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 1 TOWNSHIP 30 SOUTH RANGE 37 EAST BREVARD COUNTY FLORIDA, THENCE RUN S00°12'10"W A DISTANCE OF 5255.24 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF AFOREMENTIONED SECTION 1 THENCE RUN S01°39'31"E A DISTANCE OF 2240.34 FEET TO THE NORTH LINE OF THE SOTTILE CANAL (WIDTH VARIES), THENCE RUN S87°06'07"W ALONG THE NORTH LINE OF SAID CANAL A DISTANCE OF 95.39 FEET TO A POINT OF INTERSECTION WITH A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2900.00 FEET ON THE NORTH RIGHT OF WAY LINE OF ST JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533 PAGE 202 THENCE RUN NORTHWESTERLY A DISTANCE OF 162.03 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°12'04" AND HAVING A CHORD WHICH BEARS N03°15'34"W A DISTANCE 162.01 FEET, THENCE RUN N01°39'31"W A DISTANCE OF 1223.63 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1532.00 FEET THENCE RUN NORTHWESTERLY A DISTANCE OF 2711.15 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 101°23'42" AND HAVING A CHORD WHICH BEARS N52°21'23"W FOR A



DISTANCE OF 2370.96 FEET TO A POINT OF TANGENCY, THENCE RUN S76°56'47"W A DISTANCE OF 595.55 FEET, THENCE RUN S85°19'23"W ALONG SAID NORTH RIGHT OF WAY LINE ALSO THE NORTH LINE OF INTERCHANGE PARCEL 102 DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 103 A DISTANCE OF 307.45 FEET, THENCE RUN S80°45'39"W ALONG SAID NORTH LINE A DISTANCE OF 467.93 FEET, THENCE RUN N78°15'58"W A DISTANCE OF 398.01 FEET THENCE RUN N36°19'13"W A DISTANCE OF 398.02 FEET, THENCE RUN N15°09'26"W A DISTANCE OF 1542.67 FEET, THENCE RUN S76°56'40"W A DISTANCE OF 11.84 FEET TO THE EAST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO 95 THENCE RUN N13°03'02"W ALONG THE AFOREMENTIONED EAST RIGHT OF WAY LINE A DISTANCE OF 3088.34 FEET, THENCE N89°55'28"E ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 2 TOWNSHIP 30 SOUTH RANGE 37 EAST A DISTANCE OF 2419.70 FEET TO THE NORTHEAST CORNER OF AFOREMENTIONED SECTION 2, THENCE N89°58'04"E A DISTANCE OF 2637.51 FEET TO THE POINT OF BEGINNING

PARCEL 4.

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO 95 AND THE NORTH LINE OF THE SOTTILE CANAL (WIDTH VARIES) THENCE RUN N13°03'35"W ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 1071.80 FEET TO THE HAUL ROUTE FROM BORROW PIT NO 5 THENCE RUN S89°42'06"E A DISTANCE OF 1274.48 FEET THENCE RUN N00°17'54"E A DISTANCE OF 800 FEET THENCE RUN N89°42'06"W A DISTANCE OF 800 FEET, THENCE RUN S00°17'54"W A DISTANCE OF 750 FEET, THENCE RUN N89°42'06"W A DISTANCE OF 404.43 FEET TO THE SOUTH LINE OF INTERCHANGE PARCEL 102 DESCRIBED IN OFFICIAL RECORDS BOOK 7533 PAGE 103, THENCE RUN N02°23'20"W ALONG SAID SOUTH LINE A DISTANCE OF 120.18 FEET THENCE RUN N11°14'49"E A DISTANCE OF 352.17 FEET THENCE RUN N18°00'57"E A DISTANCE OF 415.68 FEET THENCE RUN N25°12'14"E A DISTANCE OF 130.81 FEET, THENCE RUN N13°33'28"E A DISTANCE OF 210.54 FEET THENCE RUN N13°03'35"W A DISTANCE OF 240.15 FEET THENCE RUN N31°57'06"E A DISTANCE OF 141.43 FEET, THENCE RUN N76°56'46"E A DISTANCE OF 760.74 FEET, THENCE RUN N76°56'48"E ALONG PREVIOUSLY MENTIONED SOUTH LINE ALSO THE SOUTH RIGHT OF WAY LINE OF ST JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533 PAGE 202 A DISTANCE OF 455.97 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1332.00 FEET THENCE RUN SOUTHEASTERLY A DISTANCE OF 2357.21 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 101°23'42" AND HAVING A CHORD WHICH BEARS S52°21'23"E A DISTANCE OF 2061.44 FEET, THENCE RUN S01°39'31"E ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1223.63 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 3100.00 FEET, THENCE RUN SOUTHEASTERLY A DISTANCE OF 166.35 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°04'29" AND HAVING A CHORD WHICH BEARS S03°11'46"E A DISTANCE OF 166.33 FEET TO THE NORTH LINE OF AFOREMENTIONED SOTTILE CANAL THENCE RUN S87°06'07"W ALONG SAID NORTH LINE A DISTANCE OF 284.41 FEET THENCE RUN S83°04'26"W A DISTANCE OF 2084.05 FEET, THENCE RUN N89°19'58"W A DISTANCE OF 655.41 TO THE AFOREMENTIONED EAST RIGHT OF WAY LINE AND THE POINT OF BEGINNING

PARCEL 5

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY FLORIDA, THENCE RUN S89°49'46"E A DISTANCE OF 124.66 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE SOTTILE CANAL (WIDTH VARIES) AND POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL, THENCE RUN N83°04'26"E ALONG SAID SOUTH LINE A DISTANCE OF 1824.85 FEET THENCE RUN N87°06'07"E A DISTANCE OF 288.56 FEET TO THE WEST RIGHT OF WAY LINE OF ST. JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 202 AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 3100.00 FEET THENCE RUN SOUTHEASTERLY A DISTANCE OF 244.92 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°31'36" AND HAVING A CHORD WHICH BEARS S10°08'41" E A DISTANCE OF 244.85 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12, THENCE RUN N89°49'46"W A DISTANCE OF 2142.86 FEET TO THE POINT OF BEGINNING

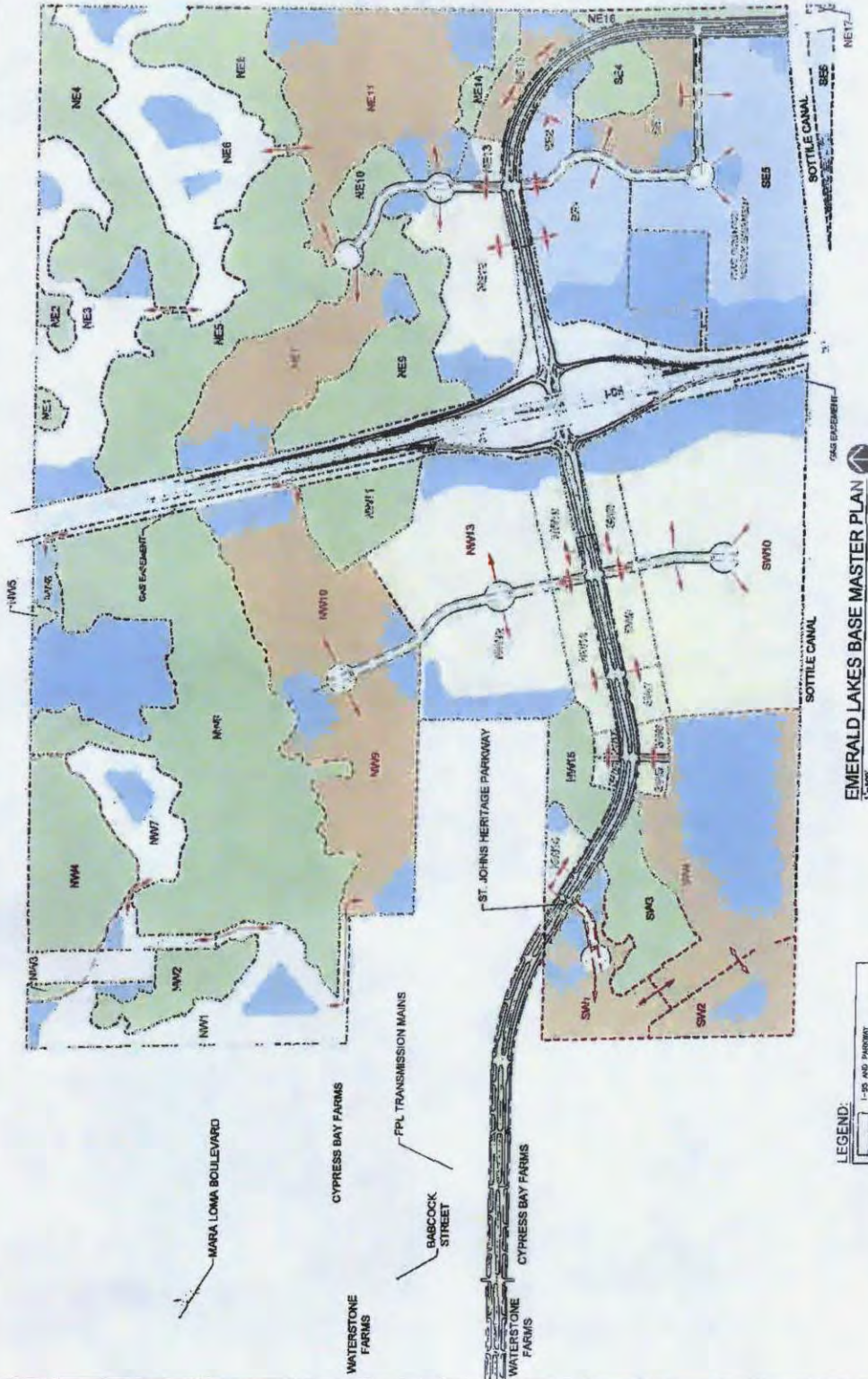
PARCEL 6

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 12 TOWNSHIP 30 SOUTH RANGE 37 EAST BREVARD COUNTY FLORIDA THENCE RUN N89°49'46"W ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF AFOREMENTIONED SECTION 12 A DISTANCE OF 40.35 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2900.00 FEET, THENCE RUN NORTHWESTERLY A DISTANCE OF 256.38 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°03'55" AND HAVING A CHORD WHICH BEARS N10°45'31"W A DISTANCE OF 256.29 FEET TO THE SOUTH LINE OF THE SOTTILE CANAL (WIDTH VARIES), THENCE RUN N87°06'07"E ALONG SAID SOUTH LINE A DISTANCE OF 80.88 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12 THENCE RUN S01°39'31"E A DISTANCE OF 256.11 FEET TO THE POINT OF BEGINNING



WEST PARCEL SUMMARY		
PARCEL ID	SIZE	ANTICIPATED USE
NW1	48.9 AC	SP
NW2	17.3 AC	PRESERVATION
NW3	18 AC	PRESERVATION
NW4	37.3 AC	PRESERVATION
NW5	11 AC	PRESERVATION
NW6	22.4 AC	SP
NW7	10.5 AC	PRESERVATION
NW8	54.1 AC	SP/HAZ
NW9	30.5 AC	PRESERVATION
NW10	46.7 AC	COM
NW11	8.5 AC	COM
NW12	13.5 AC	PRESERVATION
NW13	1.5 AC	COM
NW14	31.5 AC	COM
NW15	10.1 AC	COM
NW16	2.1 AC	SP/HAZ
NW17	2.7 AC	SP/HAZ
NW18	2.4 AC	COM
NW19	2.3 AC	COM
NW20	2.4 AC	COM
NW21	2.4 AC	COM
NW22	2.4 AC	COM
NW23	2.4 AC	COM
NW24	2.4 AC	COM
NW25	2.4 AC	COM
NW26	2.4 AC	COM
NW27	2.4 AC	COM
NW28	2.4 AC	COM
NW29	2.4 AC	COM
NW30	2.4 AC	COM
NW31	2.4 AC	COM
NW32	2.4 AC	COM
NW33	2.4 AC	COM
NW34	2.4 AC	COM
NW35	2.4 AC	COM
NW36	2.4 AC	COM
NW37	2.4 AC	COM
NW38	2.4 AC	COM
NW39	2.4 AC	COM
NW40	2.4 AC	COM
NW41	2.4 AC	COM
NW42	2.4 AC	COM
NW43	2.4 AC	COM
NW44	2.4 AC	COM
NW45	2.4 AC	COM
NW46	2.4 AC	COM
NW47	2.4 AC	COM
NW48	2.4 AC	COM
NW49	2.4 AC	COM
NW50	2.4 AC	COM
NW51	2.4 AC	COM
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NW91	2.4 AC	COM
NW92	2.4 AC	COM
NW93	2.4 AC	COM
NW94	2.4 AC	COM
NW95	2.4 AC	COM
NW96	2.4 AC	COM
NW97	2.4 AC	COM
NW98	2.4 AC	COM
NW99	2.4 AC	COM
NW100	2.4 AC	COM

EAST PARCEL SUMMARY		
PARCEL ID	SIZE	ANTICIPATED USE
NE1	2.4 AC	PRESERVATION
NE2	4.9 AC	PRESERVATION
NE3	49.3 AC	SP
NE4	48.5 AC	PRESERVATION
NE5	48.1 AC	PRESERVATION
NE6	45.3 AC	SP
NE7	2.7 AC	PRESERVATION
NE8	1.1 AC	PRESERVATION
NE9	1.1 AC	PRESERVATION
NE10	1.1 AC	PRESERVATION
NE11	1.1 AC	PRESERVATION
NE12	1.1 AC	PRESERVATION
NE13	1.1 AC	PRESERVATION
NE14	1.1 AC	PRESERVATION
NE15	1.1 AC	PRESERVATION
NE16	1.1 AC	PRESERVATION
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NE18	1.1 AC	PRESERVATION
NE19	1.1 AC	PRESERVATION
NE20	1.1 AC	PRESERVATION
NE21	1.1 AC	PRESERVATION
NE22	1.1 AC	PRESERVATION
NE23	1.1 AC	PRESERVATION
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NE25	1.1 AC	PRESERVATION
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NE93	1.1 AC	PRESERVATION
NE94	1.1 AC	PRESERVATION
NE95	1.1 AC	PRESERVATION
NE96	1.1 AC	PRESERVATION
NE97	1.1 AC	PRESERVATION
NE98	1.1 AC	PRESERVATION
NE99	1.1 AC	PRESERVATION
NE100	1.1 AC	PRESERVATION



- LEGEND:**
- 1-20 AND PARCELS
  - PRESERVATION (488.5 AC)
  - SP/HAZ (241.3 AC)
  - COM (313.5 AC)
  - SP (184.1 AC)
  - COM/HAZ (133.8 AC)
  - STORMWATER TREATMENT (20.3 AC)
  - STORMWATER POND (204 AC)
  - PROPOSED VEHICULAR ACCESS
  - PARCEL PERMETER
  - WATER MAIN
  - MASTER FORCE MAIN
  - LOCAL AIR FAN

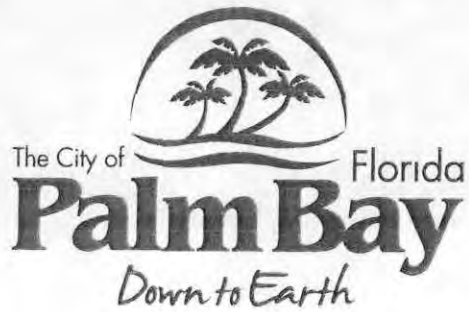
**NOTES:**

1. PARCELS 1-20 ARE DESIGNATED FOR DEVELOPMENT.
2. PARCELS 21-100 ARE DESIGNATED FOR PRESERVATION.
3. PARCELS 101-200 ARE DESIGNATED FOR PRESERVATION.

**ZONS**  
**DEVELOPMENT**



500' 0' 500' 1000'



June 25, 2018

Ms Annie M Papp  
Florida Registered Paralegal  
Hopping Green & Sams, P.A  
119 South Monroe Street, Suite 300  
Tallahassee FL 32301

Dear Ms Papp

Enclosed is a certified copy of Ordinance No 2018 17

The City Council approved the ordinance at Regular Council Meeting No 2018-15, held on June 21 2018

If you should have any questions or require any additional information, please contact my office at (321) 952-3414

Sincerely,

CITY OF PALM BAY

Terese M. Jones, CMC  
City Clerk

/tjl

Enclosure Ordinance No 2018-17





## LEGISLATIVE MEMORANDUM

**TO** Honorable Mayor and Members of the City Council

**FROM** Gregg Lynk, City Manager

**DATE** June 7, 2018

**RE** Petition to Establish a Community Development District (CDD) - Emerald Investment Holdings, LLC

A handwritten signature in black ink, appearing to read "Gregg Lynk".

Petitioner Emerald Investment Holdings, LLC is petitioning the City Council to adopt an ordinance to establish the Emerald Lakes Community Development District (CDD) designating the land area for which the CDD would exercise of special powers relating to among other things parks and recreational facilities and security. Enactment of the attached Ordinance would grant the petition establish the district, and consent to the exercise of the additional special powers by the district board of supervisors pursuant to the Uniform Community Development District Act of 1980 Chapter 190, Florida Statutes

A CDD as defined by Chapter 190, F S

*Means a local unit of special-purpose government which is created pursuant to this act and limited to the performance of those specialized functions authorized by this act, the governing head of which is a body created, organized, and constituted and authorized to function specifically as prescribed in this act for the purpose of the delivery of urban community development services, and the formation, powers, governing body operation, duration, accountability, requirements for disclosure, and termination of which are as required by general law*

The proposed CDD is located within the Emerald Lakes Regional Activity Center (RAC) and includes approximately 1,561 acres, more or less, and is generally located north of Micco Road, south of Grant Road east of Babcock Street, west of Highway 1, and bisected by Interstate 95 entirely within the City of Palm Bay. The site is currently undeveloped and is being planned for approximately 3,760 residential units, 2,820,000 square feet of retail and office space and 700 hotel rooms.

The petition contains the following as required by Section 190.005(2), *Florida Statutes*

- A metes and bounds description of the external boundaries of the district
- The written consent by the landowners of all real property in the district
- A designation of five persons to serve as the initial members of the board of supervisors

- The proposed name of the district
- A map showing current major trunk water mains and sewer interceptors and outfalls
- The proposed timetable for construction of the district services and their estimated cost
- The Future Land Use Map of the City of Palm Bay for the area within the boundaries of the district
- A statement of estimated of regulatory costs
- A copy of the petition with all exhibits is attached to this Staff Report

**REQUESTING DEPARTMENT.**

Growth Management Department

**FISCAL IMPACT.**

It is anticipated that Staff will complete review and processing of the application and coordinate review with outside counsel or consultants as necessary. Because the petition was initiated prior to the establishment of an application fee, the initial \$7 500 00 application fee is waived. Any subsequent amendments to the CDD will be subject to a \$3 750.00 application fee.

**RECOMMENDATION.**

Motion to adopt an ordinance for the establishment of the Emerald Lakes Community Development District

Attachments	1) Application to Establish a Community Development District
	2) Petition with Exhibits
	3) Draft Ordinance

EB/cp/ab

**Rick Scott**  
GOVERNOR



**Cissy Proctor**  
EXECUTIVE DIRECTOR

July 27, 2018

Office of The

JUL 30 2018

City Clerk

Mr Michael C Eckert  
Hopping Green and Sams, P.A  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

**Re Emerald Lakes Community Development District  
Established by City of Palm Bay Ordinance 2018-17**

Dear Mr Eckert:

Ms Annie M Papp recently registered the above referenced special district with the Special District Accountability Program and identified you as its registered agent. In accordance with Section 189.061(1), *Florida Statutes*, I have classified the district's status as independent.

All special districts must comply with the requirements of Chapter 189 Florida Statutes and Rule Chapter 73C-24 Florida Administrative Code. As part of these requirements please verify and update the information on the enclosed *Special District Fee Invoice and Update Form* sign and date it, then return it along with the required state fee to the address below by the due date on the form. It is very important that the information on this form be complete and accurate since we must make this information available through the *Official List of Special Districts Online*. As an option you may pay the state fee with a Visa or MasterCard at [FloridaJobs.org/SpecialDistrictFee](http://FloridaJobs.org/SpecialDistrictFee).

Department of Economic Opportunity  
Bureau of Budget Management  
107 E Madison Street, MSC 120  
Tallahassee, FL 32399-4124

Please visit the *Florida Special District Handbook Online* at [FloridaJobs.org/SpecialDistrictHandbook](http://FloridaJobs.org/SpecialDistrictHandbook) to learn about special district requirements, such as the annual special district fee, website content, and financial reporting to the Department of Financial Services and the Auditor General. If you have any questions please do not hesitate to call me at (850) 717-8430.

Sincerely

Jack Gaskins Jr  
Special District Accountability Program

Enc. Special District Fee Invoice and Update Form

cc. ✓ City Clerk City of Palm Bay (w/o enclosure)

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.floridajobs.org](http://www.floridajobs.org)  
[www.twitter.com/FLDEO](http://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](http://www.facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711



EXHIBIT “J”

Resolution No. 2019-44

Final Development Plan and Preliminary Plat for Emerald Lakes West Phase I

13  
2

## RESOLUTION 2019-44

**A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, GRANTING FINAL DEVELOPMENT PLAN APPROVAL FOR A PORTION OF THE MIXED-USE DEVELOPMENT TO BE KNOWN AS THE "EMERALD LAKES REGIONAL ACTIVITY CENTER" IN RAC (REGIONAL ACTIVITY CENTER DISTRICT) ZONING; WHICH PROPERTY IS LOCATED WEST OF AND ADJACENT TO INTERSTATE 95, ON THE NORTH AND SOUTH SIDES OF THE ST JOHNS HERITAGE PARKWAY, AND LEGALLY DESCRIBED HEREIN, PROVIDING FOR FINAL DEVELOPMENT PLANS TO BE IN COMPLIANCE WITH THE CONCEPT PLAN, PROVIDING FOR A COMMENCEMENT PERIOD, PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, application for Final Development Plan Approval in RAC (Regional Activity Center District) zoning for the initial infrastructure needed to support the future residential and nonresidential development of the Emerald Lakes Regional Activity Center on property legally described herein, has been made by Emerald Investment Holdings, Inc., and

**WHEREAS**, the request was duly considered by the Planning and Zoning Board of the City of Palm Bay on October 2 2019 which voted to recommend to the City Council approval of the application, and

**WHEREAS**, all provisions applicable to the final development plan under Chapter 185 Zoning of the Palm Bay Code of Ordinances, have been satisfied by the applicant, and

**WHEREAS**, the City Council of the City of Palm Bay has determined that such concept plan will neither be injurious to the neighborhood nor otherwise detrimental to the public welfare



**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA,** as follows

**SECTION 1** The City Council of the City of Palm Bay hereby grants final development plan approval for a portion of Emerald Lakes Regional Activity Center (Phase 1) on property zoned RAC, which property is legally described as follows

**PARCEL 1**

A PARCEL OF LAND LYING IN SECTIONS 2 3 10 AND 11, TOWNSHIP 30 SOUTH 37 EAST BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3, THENCE RUN N 89° 55' 05" E ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3 A DISTANCE OF 659.99 FEET TO A POINT, THENCE RUN S 01° 06' 06" E A DISTANCE OF 1280 53 FEET TO A POINT, THENCE RUN S 89° 43' 42" E A DISTANCE OF 329 77 FEET TO A POINT THENCE RUN N 01° 05' 23" W A DISTANCE OF 1282 56 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3 THENCE RUN N 89° 55' 05" E ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3 A DISTANCE OF 1649 98 FEET TO THE NORTHWEST CORNER OF SAID SECTION 2, THENCE RUN N 89° 55' 18" E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 2 A DISTANCE OF 2555 71 FEET TO THE WEST RIGHT OF WAY LINE OF STATE ROAD NO 9 (INTERSTATE 95) AS PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO 70220, FP NO 426904 3 DATED 08-03 15 THENCE RUN S 13° 03' 20" E ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 3500.33 FEET TO A POINT OF INTERSECTION WITH INTERCHANGE PARCEL NO 101 AS DESCRIBED IN OFFICIAL RECORDS BOOK 7532, PAGE 2932 AND OFFICIAL RECORDS BOOK 7583, PAGE 2153 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, THENCE RUN THE FOLLOWING 8 COURSES AND DISTANCES ALONG SAID INTERCHANGE PARCEL NO 101 1) S 09° 03' 35" E A DISTANCE OF 518.51 FEET TO A POINT, 2) S 03° 30' 59" E A DISTANCE OF 168 84 FEET TO A POINT, 3) S 00° 29' 36" E A DISTANCE OF 196 60 FEET TO A POINT, 4) S 00° 58' 01" W A DISTANCE OF 157 82 FEET TO A POINT 5) S 08° 52' 16" W A DISTANCE OF 393.34 FEET TO A POINT, 6) S

13° 03' 20" E A DISTANCE OF 313.63 FEET TO A POINT; 7) S 31° 56' 46" W A DISTANCE OF 141 42 FEET TO A POINT, 8) S 76° 56' 46" W A DISTANCE OF 810.40 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF THE ST JOHNS HERITAGE PARKWAY, A 200 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 7533 PAGE 171 OF THE PUBLIC RECORDS OF BREVARD COUNTY, THENCE RUN THE FOLLOWING 3 COURSES AND DISTANCES ALONG THE NORTH RIGHT OF WAY LINE OF SAID ST JOHNS HERITAGE PARKWAY 1) S 76° 56' 46" W A DISTANCE OF 1953 18 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1402 00 FEET AND WHOSE CHORD BEARS N 81° 23' 01" W A DISTANCE OF 1035 42 FEET 2) RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH AN ANGLE OF 43° 20' 26" A DISTANCE OF 1060 52 FEET TO A POINT OF TANGENCY, 3) N 59° 42' 48" W A DISTANCE OF 1081 00 FEET TO A POINT TO THE NORTH LINE OF SAID SECTION 10, THENCE RUN S 89° 42' 39" E, ALONG SAID NORTH LINE A DISTANCE OF 1369.88 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 3, THENCE RUN S 89° 42' 59" E ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 2 A DISTANCE OF 657 82 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE SW 1/4 OF THE SOUTHWEST 1/4 SAID SECTION 2, THENCE RUN N 01° 00' 06" W ALONG SAID EAST LINE A DISTANCE OF 1300.35 FEET TO A POINT, THENCE RUN N 89° 40' 28" W A DISTANCE OF 658.49 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3 THENCE RUN N 89° 32' 33" W A DISTANCE OF 1317 05 FEET TO A POINT THENCE RUN N 01° 04' 42" W A DISTANCE OF 652 37 FEET TO A POINT THENCE RUN N 89° 27' 30" W A DISTANCE OF 1317 65 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, THENCE RUN N 01° 07' 32" W ALONG SAID WEST LINE A DISTANCE OF 654.32 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 3 THENCE N 01° 07' 32" W ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 3 A DISTANCE OF 2552 94 FEET TO THE POINT OF BEGINNING

LESS AND EXCEPT

STORMWATER POND 7A AND STORMWATER POND 7B, PER OFFICIAL RECORDS BOOK 7533, PAGE 171



TOGETHER WITH

PARCEL 2

A PARCEL OF LAND LYING IN SECTIONS 10 AND 11, TOWNSHIP 30 SOUTH 37 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 10 THENCE RUN S 89° 42' 39" E A DISTANCE OF 852.49 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2798.00 FEET AND WHOSE CHORD BEARS S 61° 22' 12" E A DISTANCE OF 161.78 FEET AND THE SOUTH RIGHT OF WAY LINE OF ST JOHNS HERITAGE PARKWAY, A 200 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 171 OF THE PUBLIC RECORDS OF BREVARD COUNTY, THENCE RUN THE FOLLOWING 4 COURSES AND DISTANCES ALONG THE SOUTH RIGHT OF WAY LINE OF SAID ST JOHNS HERITAGE PARKWAY 1) RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 03° 18' 48" A DISTANCE OF 161.80 FEET TO A POINT OF TANGENCY 2) THENCE RUN S 59° 42' 48" E A DISTANCE OF 1273.83 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1602.00 FEET AND WHOSE CHORD BEARS S 81° 23' 01" E A DISTANCE OF 1183.12 FEET 3) THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 43° 20' 26" A DISTANCE OF 1211.81 FEET TO A POINT OF TANGENCY, 4) THENCE RUN N 76° 56' 46" E A DISTANCE OF 1953.18 FEET TO A POINT OF INTERSECTION WITH INTERCHANGE PARCEL NO 101 AS DESCRIBED IN OFFICIAL RECORDS BOOK 7532, PAGE 2932 AND OFFICIAL RECORDS BOOK 7583, PAGE 2153 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA THENCE RUN THE FOLLOWING 7 COURSES AND DISTANCES ALONG SAID INTERCHANGE PARCEL NO 101 1) N 7° 56' 46" E A DISTANCE OF 822.85 FEET TO A POINT, 2) S 58° 03' 06" E A DISTANCE OF 158.98 FEET TO A POINT, 3) S 13° 03' 35" E A DISTANCE OF 103.60 FEET TO A POINT, 4) S 21° 21' 19" E A DISTANCE OF 646.10 FEET TO A POINT, 5) S 23° 50' 26" E A DISTANCE OF 174.39 FEET TO A POINT 6) S 13° 03' 35" E A DISTANCE OF 684.89 FEET TO A POINT 7) N 76° 56' 25" E A DISTANCE OF 75.00 FEET TO THE WEST RIGHT OF WAY LINE OF STATE ROAD NO 9 (INTERSTATE 95) AS PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO 70220, FP NO 426904-3, DATED 08-03-15

THENCE RUN S 13° 03' 35" E ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 763.17 FEET TO THE NORTH RIGHT OF WAY LINE OF THE SOTTILE CANAL AS DESCRIBED IN OFFICIAL RECORDS BOOK 8221, PAGE 641 OF THE PUBLIC RECORDS OF BREVARD COUNTY FLORIDA THENCE RUN N 89° 40' 36" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 6827.92 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST ¼ OF SAID SECTION 10, THENCE N 01° 29' 54" W ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 10 A DISTANCE OF 2548.89 FEET TO THE POINT OF BEGINNING

LESS AND EXCEPT

TRACTS D-1 AND D 2

**SECTION 2** Phase 1 of the final development plan is granted subject to the applicant complying with the following

- 1) The Final Development Plan shall be in conformance with the application submitted for Concept Plan Approval with all supplementary data attached
- 2) The Land Development Division Staff Report which is by reference incorporated herein as Exhibit "A"
- 3) The applicant/developer, at their expense, shall be required to design, permit install, inspect and test water and sewer systems of adequate size to accommodate the development and to connect to the City's water and sewer systems. The applicant may be required to extend and/or loop service from the on-site facilities to the existing water and sewer connection points, at the time of development
- 4) The applicant/developer shall be responsible for the property's hydraulic share for the new utilities. Oversizing of utilities, at the request of the Utilities Department shall be subject to a refunding agreement or refundable advance. A City of Palm Bay "Utility Agreement" shall be executed between the property owner and the City. All utility impact fee and connection charges noted in the Utility Agreement must be paid as outlined in the terms and conditions of the Utility Agreement
- 5) With regards to the Preliminary Plat – Tracts RW-1 through RW-4 shall be dedicated to and maintained by a private entity, not the City. This entity (the



Property Owners Association, Homeowners Association or Community Development District) shall be identified on a revised Plat

- 6) Prior to completion of each phase of the project and before a Certificate of Occupancy is issued for any building within a given phase, the Applicant must submit the final survey and Letter of Map Revision (LOMR) to the Federal Emergency Management Agency (FEMA) to remove the project (or phase) from the Special Flood Hazard Area (SFHA)
- 7) The Master Declaration of Covenants, Conditions, Restrictions and Easements for Emerald Lakes, and the Emerald Lakes Conceptual Design Guidelines shall apply to the future development shown on subsequent FDP's These documents will be reviewed upon submission of specific development proposals
- 8) All provisions of the Code of Ordinances of the City of Palm Bay and all other state and federal rules, regulations, and statutes

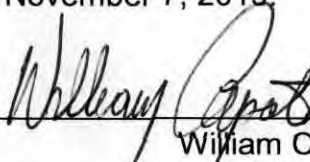
**SECTION 3** This resolution shall take effect immediately upon the enactment date

This resolution was duly enacted at Meeting 2019 27, of the City Council of the City of Palm Bay Brevard County Florida, held on November 7, 2019.

ATTEST

  
\_\_\_\_\_  
Terese M. Jones, CITY CLERK  
Applicant Emerald Investment Holdings Inc  
Case FD-25-2019



  
\_\_\_\_\_  
William Capote, MAYOR

cc 11 08 19 Applicant  
Case File  
Brevard County Recording



## STAFF REPORT

### LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone (321) 733-3042  
Landdevelopmentweb@palmbayflorida.org

**Prepared by**

Patrick J. Murphy, Assistant Growth Management Director

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**CASE NUMBER**

FD 25-2019

**PLANNING & ZONING BOARD HEARING DATE**

October 2, 2019

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**APPLICANT/PROPERTY OWNER**

Emerald Investment Holdings, Inc.,  
Jake Wise, P.E., CEG LLC Representing

**PROPERTY LOCATION/ADDRESS**

Located west of and adjacent to Interstate 95, on the north  
and south sides of the St. Johns Heritage Parkway SE

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**SUMMARY OF REQUEST**

Final Development Plan approval for the initial infrastructure needed to  
support the future residential and nonresidential development of the  
Emerald Lakes Regional Activity Center

**Existing Zoning** RAC, Regional Activity Center

**Existing Land Use** RAC Regional Activity Center Use

**Site Improvements** Undeveloped

**Site Acreage** 896.27, more or less

**SURROUNDING ZONING & USE OF LAND USE**

**North** AU, Agricultural Residential (Town of Grant Valkaria) Undeveloped Land

**East** RAC Regional Activity Center, Undeveloped Land

**South** GU, General Use District and IU Light Industrial (Brevard County) Undeveloped Land

**West** GU General Use District (Brevard County), and PUD, Planned Unit Development (City)  
Undeveloped Land

**COMPREHENSIVE PLAN**

**COMPATIBILITY**

Yes subject to the provisions of Ordinance 2010 24

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## BACKGROUND

The subject property is located west of and adjacent to Interstate 95 on the north and south sides of the St Johns Heritage Parkway SE. Specifically, the request includes portions of Tax Parcels 1 and 751 Section 3, Tax Parcel 2 Section 2 Tax Parcel 1, Section 10 and Tax Parcel 1, Section 11 all located in Township 30, Range 37 Brevard County, Florida. The subject property is approximately 896.27 acres.

The adjacent zoning and land uses are as follows:

<b>North</b>	AU Agricultural Residential (Grant-Valkaria) Undeveloped Land
<b>East</b>	RAC, Regional Activity Center; Undeveloped Land
<b>South</b>	GU General Use District and IU Light Industrial (Brevard County) Undeveloped Land
<b>West</b>	GU General Use District (Brevard County) and PUD, Planned Unit Development (Palm Bay), Undeveloped Land

The property contained in this request received approval for the Regional Activity Center Future Land Use category on July 8, 2010 (Ordinance 2010-24). On September 15, 2011, the property was rezoned from the GU, General Use District (Brevard County) to the RAC Regional Activity Center District (Ordinance 2011-46). At the same meeting, Council approved the Preliminary Development Plan (PDP) via Resolution 2011-38.

On October 18, 2018, City Council approved Resolution 2018-55, which established the PDP for property owned by the applicant on both sides of I-95. In doing so, this resolution repealed the previous resolutions that enacted the PDP's on either side of the interstate (2011-38 for the west side and 2016-07 for the east side).

## ANALYSIS

Pursuant to the RAC zoning category, approval occurs in two stages. Concept Plans (PDP) are approved for the overall development and at the same time or at a later date. Final Development Plans are approved showing the details for phases of the project as they are ready to construct. Approval of the PDP results in rezoning of the site to the RAC Regional Activity Center District on the Zoning Map. Development of the site cannot occur until a Final Development Plan is approved by City Council.

The overall Emerald Lakes development (1,561 acres) will be a mixed-use planned community, strategically located at the new interchange of Interstate 95 and the St. Johns Heritage Parkway. As a Regional Activity Center for Palm Bay, Emerald Lakes is designed as a sustainable job-based community with retail, medical, educational, and corporate office opportunities with up to 3,760 residential dwelling units and 2,820,000 square feet of non-residential uses. Multi-generational and mixed residential neighborhoods are interconnected with large, recreational and environmental amenities. The overall density approved for the project is 2.4 units per acre.

The Emerald Lakes Community Development District (CDD) was approved by City Council on June 21 2018 (Ordinance 2018 17) The CDD will deliver the community development services and facilities to the overall project area No City funds will be used to provide the basic infrastructure needed to support the development

Emerald Investment Holdings, LLC (the Applicant) is requesting approval for the first RAC Final Development Plan (FDP) and Preliminary Plat for the Phase I on site master infrastructure Additional RAC FDP's will be provided in the future to delineate the lot, tract and parcel uses to be developed The purpose of this initial FDP is to support the planned development west of I-95 on either side of the Parkway

On the south side of the Parkway the Applicant has planned a walkable downtown with medical educational and professional offices, community facilities including entertainment, an outdoor amphitheater and nature center commercial spaces hotel sites and urban residential housing The north side of the Parkway will contain opportunities for highway commercial type uses fronting the Parkway Beyond these parcels will feature regional retail centers, a community shopping complex, office space, and single and multi family residential housing

Contained within the application for FDP approval are several statements from the Applicant regarding roads, stormwater, utilities and landscaping A review of these statements by City staff has yielded the following responses

- 1 *Emerald Lakes has proposed to relocate and assume maintenance responsibility for two (2) existing stormwater management ponds, as shown on the FDP (Ponds 7A & 7B) The stormwater will be captured in the proposed Ponds D 4 & D-5*

Any relocation of stormwater retention areas shall be authorized by the City's Public Works Department and the St Johns River Water Management District and shall conform with all design and performance criteria of the regulatory codes of both Agencies This will be further evaluated during administrative review of the construction drawings

- 2 *Emerald Lakes plans to request stormwater management system user fee mitigation credits, as the property will not discharge stormwater runoff into the City's stormwater system Therefore the property has no direct stormwater maintenance burden*

This request will be reviewed in accordance with Chapter 174 of the Palm Bay Code of Ordinances

- 3 *Emerald Lakes will enter into an agreement to construct the necessary water distribution and wastewater*



The Applicant/developer, at their expense, will be required to design, permit, install, inspect and test water & sewer systems of adequate size to accommodate the development and to connect to the City's water and sewer systems. The Applicant may be required to extend and/or loop service from the on site facilities to the existing water and sewer connection points at the time of development.

The Applicant/developer will be responsible for the property's hydraulic share for the new utilities. Oversizing of utilities, at the request of the Utilities Department, will be subject to a refunding agreement or refundable advance. A City of Palm Bay "Utility Agreement" shall be executed between the property owner and the City. All utility impact fee and connection charges noted in the Utility Agreement must be paid as outlined in the terms and conditions of the Utility Agreement.

- 4 *Emerald Lakes will coordinate the design and installation of the landscaping irrigation and multi use trails within St Johns Heritage Parkway adjacent to the property boundary. The Emerald Lakes POA, HOA or CDD will maintain the landscaping and irrigation within St Johns Heritage Parkway for a period of time to be determined. Parks and Recreation impact fee credits will be requested.*

The type and location of landscaping within the St Johns Heritage Parkway and the maintenance responsibility of such improvements, will be determined upon administrative review of the future landscape plans.

Additional staff review comments of the submitted materials are as follows.

With regards to the Preliminary Plat – Tracts RW 1 through RW-4 shall be dedicated to and maintained by a private entity, not the City. This entity (the POA, HOA or CDD) shall be identified on a revised Plat.

A portion of Emerald Lakes is located within Floodzone A. Therefore, a Conditional Letter of Map Amendment (CLOMA) shall be submitted to FEMA to establish a Base Flood Elevation and lowest floor elevations, for floodplain permits before any construction may commence. Once the project is complete or portions thereof and a Certificate of Occupancy is issued, the Applicant must submit the final survey and Letter of Map Revision (LOMR) to FEMA to remove the project from the Special Flood Hazard Area (SFHA).

The Master Declaration of Covenants, Conditions, Restrictions, and Easements for Emerald Lakes and the Emerald Lakes Conceptual Design Guidelines shall apply to the future development shown on subsequent FDP's. These documents will be reviewed upon submission of specific development proposals.

#### **STAFF RECOMMENDATION**

Motion to approve Case FD 25 2019, subject to the items contained in this staff report.











## AERIAL LOCATION MAP CASE FD-25-2019

### Subject Property

West of Interstate 95, in the vicinity of St Johns Heritage Parkway SE



Not to Scale

*Map for illustrative purposes only, not to be construed as binding or as a survey*



November 13, 2019

Emerald Investment Holdings, Inc.  
c/o Jake Wise P E  
Construction Engineering Group, LLC  
2651 W Eau Gallie Boulevard Suite A  
Melbourne FL 32935

Dear Mr Wise.

Enclosed is a certified copy of Resolution 2019-44, approving a final development plan for a portion of the proposed Regional Activity Center to be known as 'Emerald Lakes' on property located east and west of Interstate 95, in the vicinity between Grant and Micco Roads

The City Council approved the resolution at Regular Council Meeting 2019-27, held on November 7 2019 Phase 1 of the final development plan approval is subject to the applicant complying with the following

- 1) The Final Development Plan shall be in conformance with the application submitted for Concept Plan Approval with all supplementary data attached
- 2) The Land Development Division Staff Report which is, by reference incorporated herein as Exhibit A
- 3) The applicant/developer, at their expense, shall be required to design permit install inspect and test water and sewer systems of adequate size to accommodate the development and to connect to the City's water and sewer systems The applicant may be required to extend and/or loop service from the on-site facilities to the existing water and sewer connection points at the time of development
- 4) The applicant/developer shall be responsible for the property's hydraulic share for the new utilities Oversizing of utilities, at the request of the Utilities Department, shall be subject to a refunding agreement or refundable advance A City of Palm Bay "Utility Agreement" shall be executed between the property owner and the City All utility impact fee and connection charges noted in the Utility Agreement must be paid as outlined in the terms and conditions of the Utility Agreement.
- 5) With regards to the Preliminary Plat – Tracts RW 1 through RW-4 shall be dedicated to and maintained by a private entity, not the City This entity (the Property Owners Association Homeowners Association or Community Development District) shall be identified on a revised Plat

Legislative Department

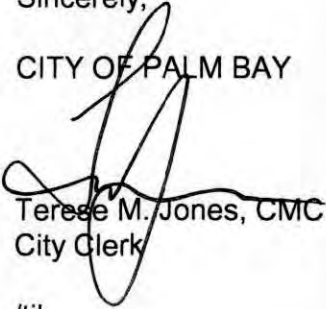


- 6) Prior to completion of each phase of the project and before a Certificate of Occupancy is issued for any building within a given phase the Applicant must submit the final survey and Letter of Map Revision (LOMR) to the Federal Emergency Management Agency (FEMA) to remove the project (or phase) from the Special Flood Hazard Area (SFHA)
- 7) The Master Declaration of Covenants Conditions, Restrictions, and Easements for Emerald Lakes and the Emerald Lakes Conceptual Design Guidelines shall apply to the future development shown on subsequent FDP's These documents will be reviewed upon submission of specific development proposals
- 8) All provisions of the Code of Ordinances of the City of Palm Bay and all other state and federal rules, regulations and statutes

If you should have any questions or desire additional information, please contact Mr Larry Bradley, Growth Management Director at 733 3042

Sincerely,

CITY OF PALM BAY



Tereese M. Jones, CMC  
City Clerk

/tjl

Enclosure Resolution 2019-44

Case FD-25 2019



## LEGISLATIVE MEMORANDUM

**TO** Honorable Mayor and Members of the City Council

**FROM** Lisa Morrell, City Manager

**DATE** November 7, 2019

**RE** Final Development Plan Request – Emerald Investment Holdings, Inc (Jake Wise, PE, Representing)

Emerald Investment Holdings Inc (Jake Wise PE Representing) has applied for Final Development Plan approval for the initial infrastructure needed to support the future residential and nonresidential development of the Emerald Lakes Regional Activity Center

### REQUESTING DEPARTMENT

Growth Management

### RECOMMENDATION

Motion to approve Case FD-25 2019, subject to the items contained in the staff report

### Planning and Zoning Board Recommendation

Unanimous approval of the request subject to the following conditions

- 1 The Applicant/developer at their expense will be required to design permit install inspect and test water & sewer systems of adequate size to accommodate the development and to connect to the City's water and sewer systems The Applicant may be required to extend and/or loop service from the on site facilities to the existing water and sewer connection points at the time of development.
- 2 The Applicant/developer will be responsible for the property's hydraulic share for the new utilities Oversizing of utilities, at the request of the Utilities Department will be subject to a refunding agreement or refundable advance A City of Palm Bay "Utility Agreement" shall be executed between the property owner and the City All utility impact fee and connection charges noted in the Utility Agreement must be paid as outlined in the terms and conditions of the Utility Agreement
- 3 With regards to the Preliminary Plat – Tracts RW-1 through RW-4 shall be dedicated to and maintained by a private entity not the City This entity (the POA, HOA, or CDD) shall be identified on a revised Plat
- 4 Prior to completion of each phase of the project, and before a Certificate of Occupancy is



issued for any building within a given phase, the Applicant must submit the final survey and Letter of Map Revision (LOMR) to FEMA to remove the project (or phase) from the Special Flood Hazard Area (SFHA)

- 5 The Master Declaration of Covenants Conditions, Restrictions, and Easements for Emerald Lakes, and the Emerald Lakes Conceptual Design Guidelines shall apply to the future development shown on subsequent FDP's These documents will be reviewed upon submission of specific development proposals

Attachments            1) Case FD 25 2019 (available upon request)  
                                 2) Board minutes (available upon request)  
                                 3) Resolution

PJM/cp/ab

EXHIBIT “K”

Resolution No. 2020-37

Final Development Plan and Preliminary Plat for Emerald Lakes West Phase II

## **RESOLUTION 2020-37**

**A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, GRANTING FINAL DEVELOPMENT PLAN APPROVAL FOR A PORTION OF THE MIXED-USE DEVELOPMENT TO BE KNOWN AS 'EMERALD LAKES WEST PHASE II' IN RAC (REGIONAL ACTIVITY CENTER DISTRICT) ZONING; WHICH PROPERTY IS LOCATED WEST OF AND ADJACENT TO INTERSTATE 95, ON THE NORTH AND SOUTH SIDES OF THE ST. JOHNS HERITAGE PARKWAY, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR FINAL DEVELOPMENT PLANS TO BE IN COMPLIANCE WITH THE CONCEPT PLAN; PROVIDING FOR A COMMENCEMENT PERIOD; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, application for Final Development Plan Approval in RAC (Regional Activity Center District) zoning for a Regional Activity Center to allow for a proposed mixed-use development to be known as 'Emerald Lakes West Phase II' on property legally described herein, has been made by Emerald Investment Holdings, LLC, and

**WHEREAS**, the request was duly considered by the Planning and Zoning Board of the City of Palm Bay on August 5, 2020, which voted to recommend to the City Council approval of the application, and

**WHEREAS**, all provisions applicable to the final development plan under Chapter 185, Zoning, of the Palm Bay Code of Ordinances, have been satisfied by the applicant, and

**WHEREAS**, the City Council of the City of Palm Bay has determined that such concept plan will neither be injurious to the neighborhood nor otherwise detrimental to the public welfare.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, as follows:**

**SECTION 1.** The City Council of the City of Palm Bay hereby grants final development plan approval for a portion of the Regional Activity Center to allow for a proposed mixed-use development to be known as 'Emerald Lakes West Phase II' in RAC (Regional Activity Center District) zoning, which property is legally described herein as Exhibit "A".

**SECTION 2.** The final development plan for a Regional Activity Center to allow for a proposed mixed-use development to be known as 'Emerald Lakes West Phase II' is granted, subject to the items contained in the staff report.

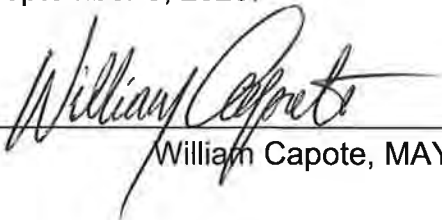
**SECTION 3.** This resolution shall take effect immediately upon the enactment date.

This resolution was duly enacted at Meeting 2020-27, of the City Council of the City of Palm Bay, Brevard County, Florida, held on September 3, 2020.

ATTEST:

Terese M. Jones



  
William Capote, MAYOR

Applicant: Emerald Investment Holdings, LLC  
Case: FD-19-2020

cc: 09-04-20 Applicant  
Case File  
Brevard County Recording

## LEGAL DESCRIPTION:

PARCEL 1: A PARCEL OF LAND LYING IN SECTIONS 2, 3, 10 AND 11, TOWNSHIP 30 SOUTH, 37 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE RUN N 89° 55' 05" E ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3 A DISTANCE OF 659.99 FEET TO A POINT; THENCE RUN S 01° 06' 06" E A DISTANCE OF 1280.53 FEET TO A POINT; THENCE RUN S 89° 43' 42" E A DISTANCE OF 329.77 FEET TO A POINT; THENCE RUN N 01° 05' 23" W A DISTANCE OF 1282.56 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE RUN N 89° 55' 05" E ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3 A DISTANCE OF 1649.98 FEET TO THE NORTHWEST CORNER OF SAID SECTION 2; THENCE RUN N 89° 55' 18" E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 2 A DISTANCE OF 2555.71 FEET TO THE WEST RIGHT OF WAY LINE OF STATE ROAD NO. 9 (INTERSTATE 95) AS PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 70220, FP NO. 426904-3, DATED 08-03-15; THENCE RUN S 13° 03' 20" E ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 3500.33 FEET TO A POINT OF INTERSECTION WITH INTERCHANGE PARCEL NO. 101 AS DESCRIBED IN OFFICIAL RECORDS BOOK 7532, PAGE 2932 AND OFFICIAL RECORDS BOOK 7583, PAGE 2153 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN THE FOLLOWING 8 CURVES AND DISTANCES ALONG SAID INTERCHANGE PARCEL NO. 101: 1) S 09° 03' 35" E A DISTANCE OF 518.51 FEET TO A POINT; 2) S 03° 30' 59" E A DISTANCE OF 168.84 FEET TO A POINT; 3) S 00° 29' 36" E A DISTANCE OF 196.60 FEET TO A POINT; 4) S 00° 58' 01" W A DISTANCE OF 157.82 FEET TO A POINT; 5) S 08° 52' 16" W A DISTANCE OF 393.34 FEET TO A POINT; 6) S 13° 03' 20" E A DISTANCE OF 313.63 FEET TO A POINT; 7) S 31° 56' 46" W A DISTANCE OF 141.42 FEET TO A POINT; 8) S 76° 56' 46" W A DISTANCE OF 810.40 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF THE ST. JOHNS HERITAGE PARKWAY, A 200 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 171 OF THE PUBLIC RECORDS OF BREVARD COUNTY; THENCE RUN THE FOLLOWING 3 CURVES AND DISTANCES ALONG THE NORTH RIGHT OF WAY LINE OF SAID ST. JOHNS HERITAGE PARKWAY: 1) S 76° 56' 46" W A DISTANCE OF 1953.18 FEET TO A POINT OF CURVATURE, OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1402.00 FEET, AND WHOSE CHORD BEARS N 81° 23' 01" W A DISTANCE OF 1035.42 FEET; 2) RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 43° 20' 26", A DISTANCE OF 1060.52 FEET TO A POINT OF TANGENCY; 3) N 59° 42' 48" W A DISTANCE OF 1081.00 FEET TO A POINT TO THE NORTH LINE OF SAID SECTION 10; THENCE RUN S 89° 42' 39" E, ALONG SAID NORTH LINE, A DISTANCE OF 1369.88 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE RUN S 89° 42' 59" E ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 2 A DISTANCE OF 657.82 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE SW 1/4 OF THE SOUTHWEST 1/4 SAID SECTION 2; THENCE RUN N 01° 00' 06" W ALONG SAID EAST LINE A DISTANCE OF 1300.35 FEET TO A POINT; THENCE RUN N 89° 40' 28" W A DISTANCE OF 658.49 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE RUN N 89° 32' 33" W A DISTANCE OF 1317.05 FEET TO A POINT; THENCE RUN N 01° 04' 42" W A DISTANCE OF 652.37 FEET TO A POINT; THENCE RUN N 89° 27' 30" W A DISTANCE OF 1317.65 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE RUN N 01° 07' 32" W ALONG SAID WEST LINE A DISTANCE OF 654.32 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE N 01° 07' 32" W ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 3 A DISTANCE OF 2552.94 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: STORMWATER POND 7A AND STORMWATER POND 7B, PER OFFICIAL RECORDS BOOK 7533, PAGE 171, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.


TOGETHER WITH:

PARCEL 2: A PARCEL OF LAND LYING IN SECTIONS 10 AND 11, TOWNSHIP 30 SOUTH, 37 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 10; THENCE RUN S 89° 42' 39" E A DISTANCE OF 852.49 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2798.00 FEET, AND WHOSE CHORD BEARS S 61° 22' 12" E A DISTANCE OF 161.78 FEET AND THE SOUTH RIGHT OF WAY LINE OF ST. JOHNS HERITAGE PARKWAY, A 200 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 171 OF THE PUBLIC RECORDS OF BREVARD COUNTY; THENCE RUN THE FOLLOWING 4 CURVES AND DISTANCES ALONG THE SOUTH RIGHT OF WAY LINE OF SAID ST. JOHNS HERITAGE PARKWAY: 1) RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 03° 18' 48", A DISTANCE OF 161.80 FEET TO A POINT OF TANGENCY; 2) THENCE RUN S 59° 42' 48" E A DISTANCE OF 1273.83 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1602.00 FEET, AND WHOSE CHORD BEARS S 81° 23' 01" E A DISTANCE OF 1183.12 FEET; 3) THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 43° 20' 26" A DISTANCE OF 1211.81 FEET TO A POINT OF TANGENCY; 4) THENCE RUN N 76° 56' 46" E A DISTANCE OF 1953.18 FEET TO A POINT OF INTERSECTION WITH INTERCHANGE PARCEL NO. 101 AS DESCRIBED IN OFFICIAL RECORDS BOOK 7532, PAGE 2932 AND OFFICIAL RECORDS BOOK 7583, PAGE 2153 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN THE FOLLOWING 7 CURVES AND DISTANCES ALONG SAID INTERCHANGE PARCEL NO. 101: 1) N 76° 56' 46" E A DISTANCE OF 822.85 FEET TO A POINT; 2) S 58° 03' 06" E A DISTANCE OF 158.98 FEET TO A POINT; 3) S 13° 03' 35" E A DISTANCE OF 103.60 FEET TO A POINT; 4) S 27° 21' 19" E A DISTANCE OF 646.10 FEET TO A POINT; 5) S 23° 50' 26" E A DISTANCE OF 174.39 FEET TO A POINT; 6) S 13° 03' 35" E A DISTANCE OF 684.89 FEET TO A POINT; 7) N 76° 56' 25" E A DISTANCE OF 75.00 FEET TO THE WEST RIGHT OF WAY LINE OF STATE ROAD NO. 9 (INTERSTATE 95) AS PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 70220, FP NO. 426904-3, DATED 08-03-15; THENCE RUN S 13° 03' 35" E ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 763.17 FEET TO THE NORTH RIGHT OF WAY LINE OF THE SOTTILE CANAL AS DESCRIBED IN OFFICIAL RECORDS BOOK 8221, PAGE 641 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N 89° 40' 36" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 6827.92 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 10; THENCE N 01° 29' 54" W ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 10 A DISTANCE OF 2548.89 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: TRACTS STORMWATER POND 5 AND STORMWATER POND 6 PER OFFICIAL RECORDS BOOK 7533, PAGE 171, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

CONTAINING 829.269 ACRES, MORE OR LESS.

 <b>CONSTRUCTION ENGINEERING GROUP</b> <i>Consulting Engineers</i>	201 E. Gulf Blvd., Suite A Merritt Island, FL 32953	<b>EMERALD LAKES WEST PHASE II PALM BAY, FL</b>		DATE 06/25/2020	
	561.321.1771 www.cengrpg.com CDA 000097	<b>LOCATION MAP AND LEGAL DESCRIPTION</b>		COUNTY BREVARD	APPROVED BY JTW
	SCALE NTS			THIS SHEET FIG. 2	



# Legend SW quadrant

1. Children's themed splash pad
2. Beach volleyball
3. Resort bar with shade sails
4. Water slides
5. Water cannons
6. Water cannons and wave rider
7. Restrooms
8. Lagoon Club 2 floors, sales, food and beverage (25,000 sq. ft.)
9. Lagoon heated swimming pool
10. Lagoon club beach (19,000 sq. ft.)
11. Drop off area for guests
12. Pool and automatic tanning parking
13. Wedding Pavilion (6,000 sq. ft.)
14. Wedding Pavilion
15. Hub service building (3,500 sq. ft.)
16. Pajama Bar
17. Wedding Banquet facility and roof top bar (10,800 sq. ft. per floor)
18. Peninsula beach (25,500 sq. ft.)
19. Beach lounge (10,000 sq. ft.)
20. Resort Hotel (150 to 300 rooms, with parking and 8.0 to 1.0 acre)
21. Resort Hotel Beach (25,000 sq. ft. beach area)
22. Multifamily 5 or 6 floors
23. Private residence club heated pool
24. Private Residence Club (17,721 sq. ft.)
25. Private Residence Club beach area (12,700 sq. ft.)
26. Multi-level parking structure
27. Light tower on similar corner element
28. Small Children's island
29. Lagoon water area (1/4 - 9.4 acres)

## Town Center area

30. Multi-family, 4 levels over one level or retail (1/2 - 250 units)
31. 1st floor retail and restaurant (18,000 sq. ft.)
32. 1st floor retail and restaurant (1/2 - 20,000 sq. ft.)
33. 1st floor retail and restaurant (1/2 - 20,000 sq. ft.)
34. 1st floor retail and restaurant (1/2 - 20,000 sq. ft.)
35. 2nd floor office (1/2 - 65,000 sq. ft.)
36. 2nd floor office (1/2 - 65,000 sq. ft.)
37. 2nd floor office (1/2 - 65,000 sq. ft.)
38. 2nd floor office (1/2 - 65,000 sq. ft.)
39. Emerald Lake 1st floor retail and restaurant (1/2 - 77,000 sq. ft.)
40. Emerald Lake 2nd floor retail and restaurant (1/2 - 77,000 sq. ft.)
41. Townhomes (1/2 - 62 units)
42. Townhomes (1/2 - 62 units)
43. Walk and Environmental Trail Head
44. Small lots 50 ft. x 150 ft. (1/2 - 72 lots)
45. Large lots 75 ft. x 150 ft. (1/2 - 48 lots)
46. Lake front park and patio
47. Commercial outparcel
48. Office 4-5 floors (1/2 - 50,000 sq. ft.)
49. Roundabout and entrance feature
50. Office 4-5 floors (1/2 - 50,000 sq. ft.)
51. Office 4-5 floors (1/2 - 50,000 sq. ft.)
52. Office 4-5 floors (1/2 - 50,000 sq. ft.)
53. Office 4-5 floors (1/2 - 50,000 sq. ft.)
54. Office 4-5 floors (1/2 - 50,000 sq. ft.)
55. Office 4-5 floors (1/2 - 50,000 sq. ft.)
56. Office 4-5 floors (1/2 - 50,000 sq. ft.)
57. Extended stay hotel (120 rooms)
58. Extended stay hotel (120 rooms)
59. Extended stay hotel (120 rooms)
60. Extended stay hotel (120 rooms)
61. Extended stay hotel (120 rooms)
62. Extended stay hotel (120 rooms)
63. Extended stay hotel (120 rooms)
64. Extended stay hotel (120 rooms)
65. Extended stay hotel (120 rooms)
66. Apartments with parking under (1/2 - 144 units)

## Emerald Lakes

Phase One SW Quadrant and Crystal Lagoon Core



**ZONS**  
DEVELOPMENT



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**PRELIMINARY PLAT**  
**SECTION 37 EAST, BREVARD COUNTY, FLORIDA**

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PLAT BOOK — PAGE —  
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EMERALD LAKES WEST - PRELIMINARY PLAT

[illegible][illegible]

CERTIFICATE OF SEWING SURVIVOR

MEMBER ONLY THAT HAVE FINISHED THE FOREBODEN "S" AND  
"H" IS IN CONCORDANCE WITH CHAPTER 17, PART 1, 1.0004  
STANARDS

JOSPH N JALE 13 6360  
SEWING SURVIVOR FOR THE CITY OF WASH DC

CERTIFICATE OF APPROVAL

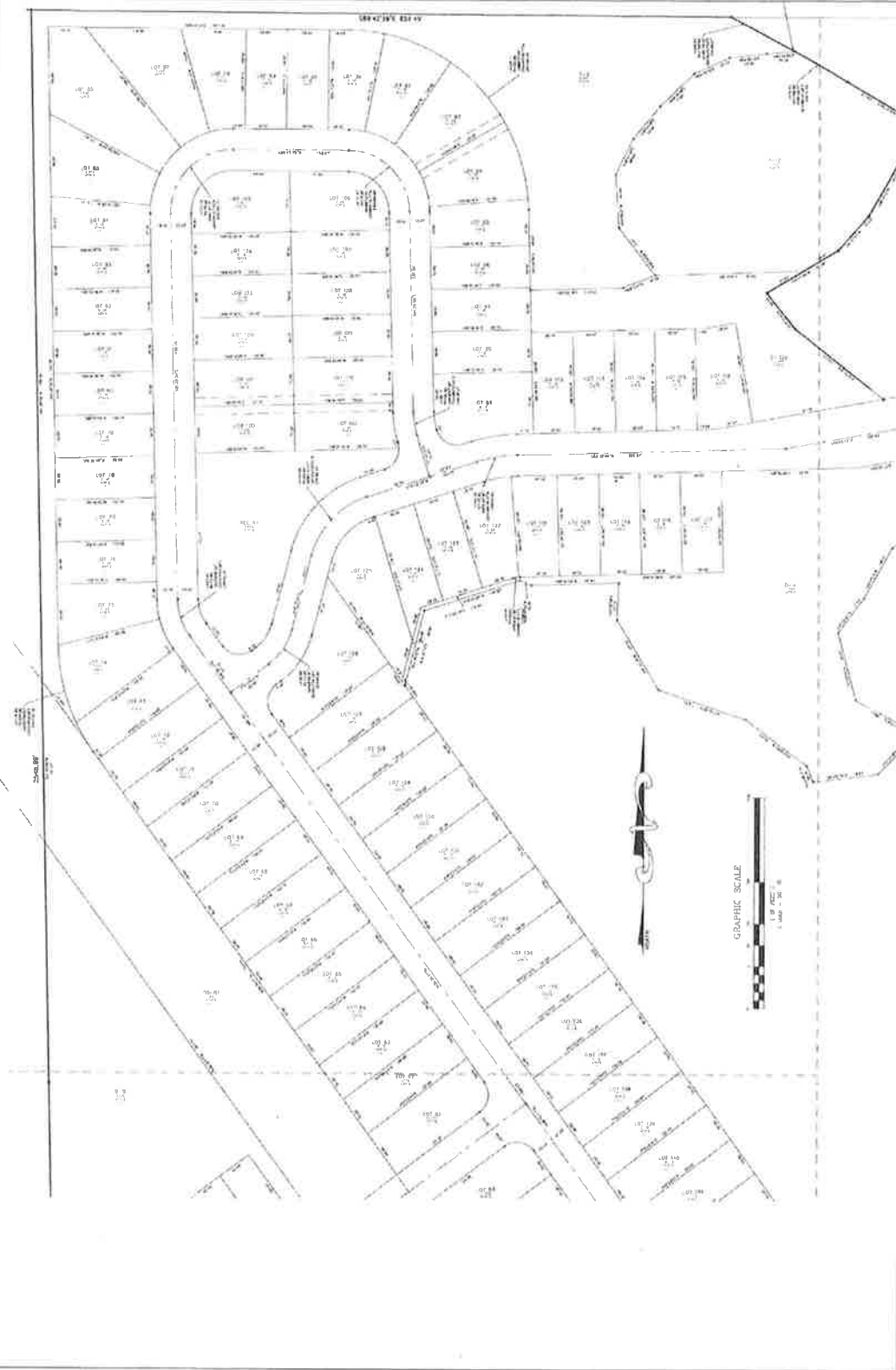
H<sup>2</sup>MACHINERY

THIS IS TO CERTIFY THAT \_\_\_\_\_  
\_\_\_\_\_ HAS  
APPLIED IN WRITING THAT \_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

[illegible]

**EMERALD LAKES WEST - PRELIMINARY PLAT**  
A SUBDIVISION LYING IN SECTIONS 2, 3, 10 & 11, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA

PLAT BOOK PAGE  
SHEET 2 OF 2  
SECTIONS 2, 3, 10 & 11, TWP 30 S. RANG 37 E.



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PLAT BOOK PAGE  
SEC. 2, 3, 10 & 11, TWP. 30 S., R. 37 E.

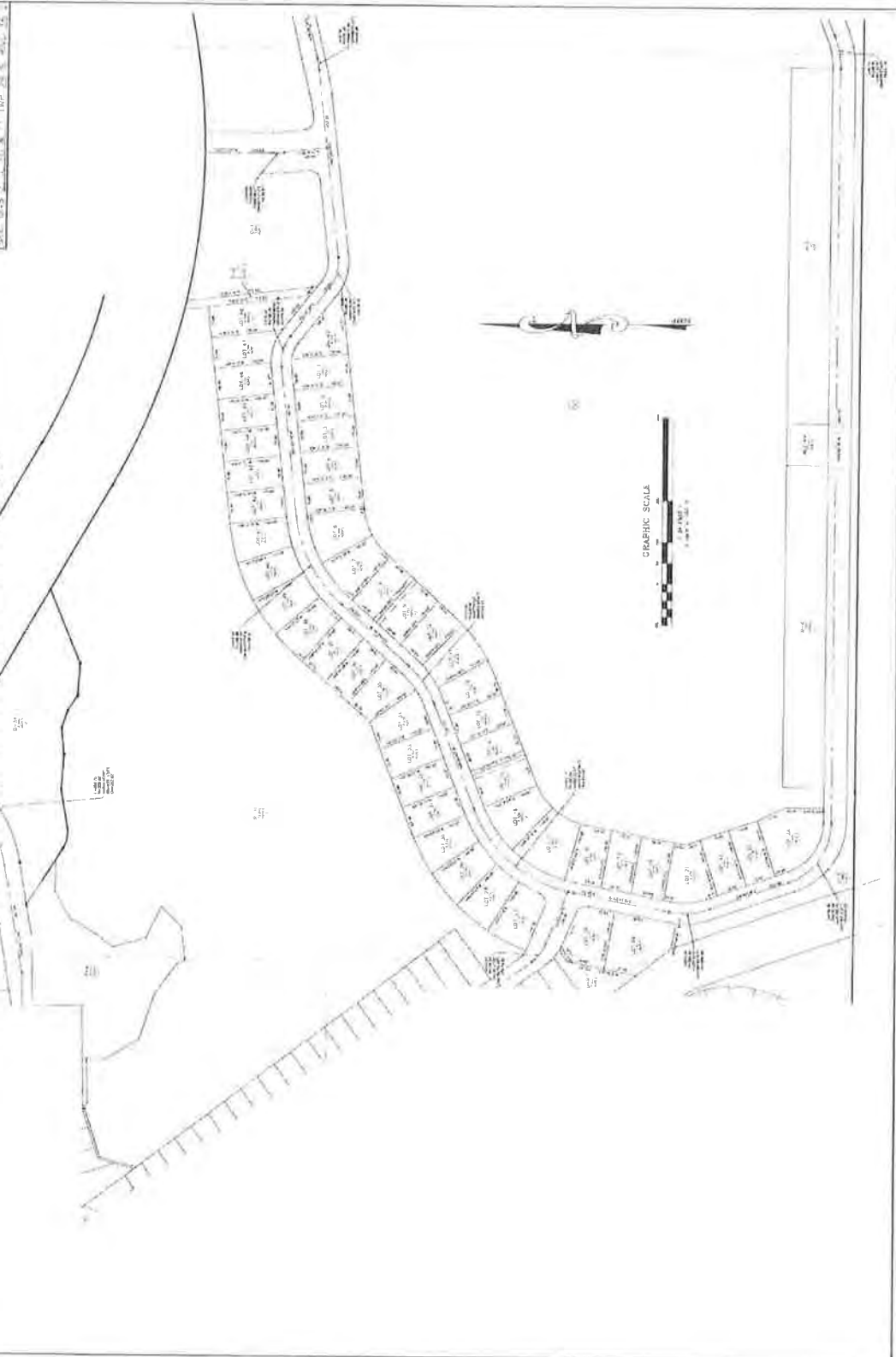
N 01° 29' 34" W



Prepared by: [illegible] Date: [illegible]

**EMERALD LAKES WEST - PRELIMINARY PLAT**  
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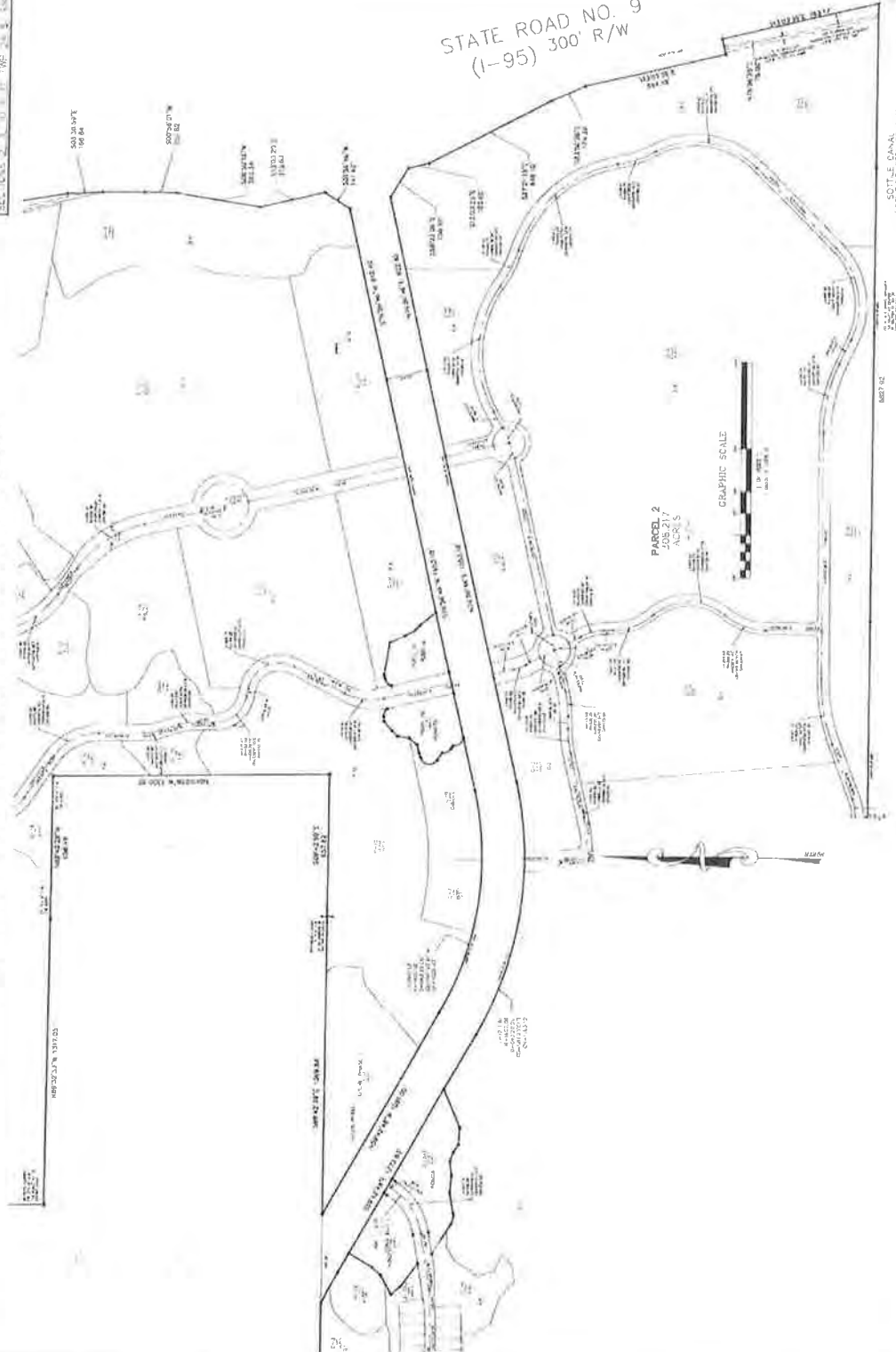
PLAT BOOK PAGE  
WEST 605 3, 10 & 11 TWP 30 S. R. 37 E. BREV. CO. FLA.



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PLAT BOOK PAGE  
 SHEET OF  
 SECTION 2, 3, 10 & 11, TWP 30 S. R. 37 E.

STATE ROAD NO. 9  
 (I-95) 300' R/W



SOTTLE CANAL  
 1/4 N 80° 00' E 641'

## PLAT BOOK PAGE

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