

*This instrument was prepared by:*

Clifford R. Repperger, Jr., Esq.  
WhiteBird, PLLC  
2101 Waverly Place  
Suite 100  
Melbourne, FL 32901

CFN 2023030234, OR BK 9717 PAGE 2469,  
Recorded 02/15/2023 at 09:16 AM, Rachel M. Sadoff,  
Clerk of Courts, Brevard County  
# Pgs: 16

## **DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as “Agreement”) is made and entered into this 25th day of January, 2023, by and between the CITY OF WEST MELBOURNE, a Florida municipal corporation whose address is 2240 Minton Road, West Melbourne, Florida 32904 (“City”), and G.T. Kelly General Contractors, Inc., a Florida for profit corporation, 1935 Commerce Lane #5, Jupiter, FL 33458 (“Developer”).

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

WHEREAS, this nonstatutory development agreement is entered into under the authority of the home rule powers of the City under Article VIII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes; and

WHEREAS, the Developer desires to develop the Subject Property and has requested the Industrial future land use designation. The subject property is located on Coastal Lane in West Melbourne (“Subject Property”), and is more particularly described in the legal description attached as **Exhibit A**, as a commercial business center with multiple buildings comprised of flex office and warehouse space (“Project”) in two phases on a parcel of land approximately 16.44 acres in size, with Phase 1 depicted on the Conceptual Site Plan (“Site Plan”), attached as **Exhibit B** of this Agreement and specifically made a part of this Agreement by reference; and

WHEREAS, the Developer is proposing a conceptual site plan for Phase 1 which reflects four (4) buildings consisting of 108,168 square feet of space allocated as depicted and described; and

WHEREAS, the City acknowledges that the Project would benefit the business center needs of the community and is comparable to surrounding area development in the County; and

WHEREAS, the Developer desires to amend the future land use designation on the Subject Property from INST-Institutional and UD-RES-Urban Density Res. to IND-Industrial as limited by this Agreement; and

WHEREAS, the Developer desires to amend the existing zoning on the Subject Property from P-1 Institutional and R-3 Multi-Family Dwelling to M-1 Light Industrial Warehousing; and

WHEREAS, the City Council of West Melbourne has reviewed the applications for amendment of land use designations and amendment of zoning on the Subject Property and the proposed Site Plan submitted for the Project, and following duly noticed public hearings held on December 13, 2022 and January 17, 2023 in compliance with Chapter 66, Article VI, Division 4, of the City of West Melbourne Code of Ordinances, the City Council has determined that this Agreement is in the best interests of the City, is appropriate under all circumstances related to the development described herein, and is entered into to provide for all matters that relate to the unique conditions of the real property to be developed and other terms and conditions that are not typical of a routine development order; and

WHEREAS, the Developer agrees that this Project will be designed and constructed in accordance with the City's Code of Ordinances, except as authorized in the Site Plan and as otherwise set forth herein in this Agreement; and

WHEREAS, this Agreement substantially conforms to the requirements of Chapter 66, Article VI, Division 4 of the City's Code of Ordinances for nonstatutory development agreements and is a regulatory document and valid exercise of the City's police powers; and

WHEREAS, the City and Developer acknowledge that this Agreement is binding on the City and the Developer, and respective successors and assigns, for the term of this Agreement and shall constitute the entire development agreement upon adoption and execution by the Parties.

NOW, THEREFORE, in consideration of the mutual promises and covenant contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

**SECTION 1. RECITALS.**

The above recitals are true and correct and are incorporated into this Agreement by reference.

**SECTION 2. EFFECTIVE DATE.**

The effective date of this Agreement shall be the date upon which this Agreement is recorded in the Public Records of Brevard County.

**SECTION 3. DEVELOPMENT OF PROPERTY.**

The Subject Property shall be developed as a business center with multiple buildings comprised of flex (varying in internal size and composition) office and warehouse space in accordance with the Site Plan. Phase 1 shall be developed with four (4) buildings consisting of approximately 108,168 square feet of space allocated as depicted and described. Phase 2 shall be developed in the future subject to submission of a Site Plan for Phase 2 which must be approved by the City.

**SECTION 4. CONSISTENCY WITH COMPREHENSIVE PLAN.**

The City and Developer agree that, contingent upon the City's approval of a change in the future land use designation from INST-Institutional and UD-RES-Urban Density Res. to IND-Industrial, this Agreement and the Site Plan are consistent with the City's Comprehensive Plan.

**SECTION 5. INTENSITY.**

Phase 1 shall be developed with four (4) buildings consisting of approximately 108,168 square feet of space allocated as depicted and described. Phase 2 shall be developed in the future subject to submission of a Site Plan for Phase 2 which must be approved by the City. Phase 2 uses and intensity shall be comparable to Phase 1 subject to allowable development criteria in the City's Land Development Regulations.

Although the Project is currently planned to be developed in accordance with the Phases identified on the Site Plan, the Developer and City agree that the Project may be partially developed in different phases (or on different portions of the Subject Property) so long as the overall concept of development matches the concept of the Site Plan and terms of this Agreement, and subject to actual site plan review and approval by the City. Any deviation from the terms of this Agreement requires an amendment pursuant to Section 22 of this Agreement.

**SECTION 6. UTILITIES.**

The Developer and the City agree that the City shall be the provider of sanitary sewer and potable water to the Property and that the Developer must connect to the City's municipal water and sewer systems. The City will provide "will serve" letters but the Developer must design, secure City and FDEP plan review approvals, and pay all costs for any necessary on-site and off-site water and sewer facilities necessary to serve the Project.

**SECTION 7. BUFFER.**

The Project shall provide a twenty (20) foot landscape buffer and pond on the east side of the Project, a ten (10) foot landscape buffer on the west side of the Project, a ten (10) foot landscape buffer on the north side of the Project, and a ten (10) foot landscape buffer on the south side of the Project. To the extent that land is required to be dedicated for improved right-of-way of Coastal Lane, the width of the landscape buffer on the east side of the Project may be reduced by the amount of land dedicated. A landscaping plan meeting or exceeding the City's landscaping requirements of Chapter 71, Article IV, Division 3 of the City of West Melbourne Code of Ordinances shall be provided upon the submission of a formal Site Plan application by the Developer. To the extent that the buffer deviates from the strict provisions of Chapter 71, Article IV, Division 3 of the City of West Melbourne Code of Ordinances, this Agreement shall serve as a waiver pursuant to Sec. 71-101, City of West Melbourne Code of Ordinances for the buffers only. The parties agree that the described landscape buffer shall serve the purpose of satisfying the requirements of Sec. 98-1116 and Sec. 98-1120 (b), City Code regarding buffering between uses. Nothing in this agreement waives parking lot island or other landscape code compliance.

## **SECTION 8. USES.**

The Developer agrees that the following limitations on uses and activities shall apply to the development of the Project:

1. There shall be no outdoor storage of warehouse, wholesale, building, scrap, chemical containers or other materials.
2. No automotive, recreational vehicle, or mobile home service and repair-related uses.
3. No recycling or waste collection uses.
4. No outdoor manufacturing.
5. No uses requiring outdoor cutting of tile, stone, or granite, or other construction materials.
6. No uses requiring the use of an incinerator.
7. No propane gas filling or storage.
8. No bulk storage of any hazardous materials as defined under NFPA 400, Hazardous Materials Code.
9. No bulk storage of any flammable or combustible liquids as defined by NFPA 30, Flammable and Combustible Liquids Code.
10. The Project shall comply with all requirements for noise pursuant to Chapter 26, Article II, City of West Melbourne Code of Ordinances.
11. The Project shall meet all site lighting requirements pursuant to Chapter 74, Article III, City of West Melbourne Code of Ordinances.
12. Any uses creating noise, vibration, glare, odors, or noxious gases observable beyond the boundary of the Subject Property are prohibited.
13. There shall be no household/mini-storage or vehicular storage.

## **SECTION 9. STORMWATER.**

The drainage system for the Project will consist of a wet retention area with discharge to the existing drainage right of way to the east of the Subject Property if permitted by SJRWMD. Developer agrees to meet SJRWMD (and FDOT, if applicable) criteria for water quality and quantity treatment and to obtain a modification to SJRWMD permit 100953-2 related to the proposed development. The Project will meet or exceed all City Code stormwater retention requirements. Coastal Lane shall be a closed (piped) stormwater system adjacent to the Subject Property.

## **SECTION 10. ACCESS.**

Access for the Project shall be via Coastal Lane. The Developer shall improve Coastal Lane from the existing northern terminus of the existing Coastal Lane improved right-of-way to beyond the northern access point for Phase 1 as reflected on the Site Plan terminating twenty (20) feet beyond the driveway. The Developer shall improve right-of-way to the northern boundary of the Subject Property upon the submittal and approval of a site plan for Phase 2 of the project. The width of the improved Coastal Lane right-of-way is planned to be twenty-four (24) feet wide in a

sixty (60) foot wide right-of-way, and the Developer shall dedicate any additional right-of-way required to meet the improved pavement width to the northern boundary of the Property by deed, grant of easement, or other dedication. Pursuant to Sec. 82-34(e), City of West Melbourne Code of Ordinances, this Agreement shall serve as a waiver to minimum street right-of-way width of Coastal Lane serving the Project. A seven (7) foot concrete sidewalk shall run north and south along the east boundary (adjacent to west side of Coastal Lane only) of the Subject Property as depicted on the Site Plan for Phase 1. The sidewalk shall provide adequate connection to the existing cross-walk at Coastal Lane at Pummelo Street. The physical location of the sidewalk shall be adjusted by the width of any area of the Subject Property dedicated for improved right-of way.

**SECTION 11. APPLICATION FOR DEVELOPMENT PERMITS; SUPPLEMENTAL CRITERIA AND STANDARDS.**

Before vertical construction may commence on the Property, the Developer agrees to submit a site plan application and secure site plan approval, and required land development approval(s) from the City applicable to the parcel(s) contemplated for development, conforming to the requirements of the City's Code of Ordinances:

**FIRE PROTECTION**

1. The Developer shall have the option to construct and maintain temporary private drafting hydrants and transmission lines for fire flow to the site during construction only and shall tie into the City's improved water system when it is constructed and made available for use.
2. All fire code requirements for emergency access, fire flow and other criteria shall be met regardless of whether the system is temporary, is private, or is a permanent public water system.

**BUILDING FACADES AND DESIGN (EXHIBIT C)**

1. Front building facades shall face the east and west sides of the Project (Coastal Lane and I-95).
2. All proposed overhead bay doors shall be internally facing consistent with the Site Plan.
3. All exteriors shall have architectural parapet facades.
4. Buildings shall have finish materials on all sides.
5. Murals are not allowed.
6. Finish materials shall not include exposed concrete, smooth-faced concrete panels, corrugated (also known as ribbed) metal siding, or cinder block.
7. A combination of materials, textures, colors, and finishes are required on each of the long wall expanses.

**SECTION 12. CONCURRENCY / IMPACT FEES.**

The Developer shall be responsible for payment of impact fees, proportionate fair-share, or cause to construct infrastructure improvements as required by the City/County government entities as may be required to meet regional and local concurrency requirements established by the

respective agencies' Comprehensive Plan, except as may be explicitly waived or credited by the applicable agency with jurisdiction.

**SECTION 13. PERMITS.**

The Developer shall, at his/her expense, obtain all necessary permits required by the City and any other federal, state, regional, or other local governmental entity necessary to lawfully initiate any work on the subject Property. The City agrees to take reasonable steps to diligently process all necessary permits required to be issued by the City consistent with this Agreement, and to timely cooperate with Developer in processing and providing authorization or consent to any permit applications with federal, county, and state agencies. Any approvals previously given, including this Agreement, shall not in any manner obligate the City or any other governmental agency to grant other permit approvals. The failure of this Agreement to address a particular permit condition, term, or restriction shall not relieve the Developer of the necessity of complying with the laws governing said permitting requirements, conditions, terms, or restrictions.

**SECTION 14. DEFAULT.**

Each of the Parties hereto shall give the other party written notice of any default hereunder and shall allow the defaulting party thirty (30) days from the date of its receipt of such notice within which to cure any such defaults or to commence and thereafter diligently pursue to completion good faith efforts of effect such cure and to thereafter notify the other parties of the actual cure of any such defaults. This Agreement is enforceable at law or in equity by the non-defaulting party, including, but not limited to the right of specific performance of such obligations, shall be forever barred, in that event that no action is brought against the Developer, or the Property, for such enforcement of obligations, within five (5) years after the Effective Date of the Agreement.

**SECTION 15. BINDING AGREEMENT ON SUCCESSORS.**

This Agreement shall be binding upon and shall inure to the benefit of the Developer, the City, and their respective successors and assigns; and shall run with the land, for as long as enforceable by law, or by the limitation of this Agreement.

**SECTION 16. RECORDATION.**

This Agreement shall be recorded by the City in the Public Records of Brevard County, Florida, within fourteen (14) days after the City's final approval and execution of the Agreement, at the expense of the Developer.

**SECTION 17. APPLICABLE LAW.**

This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

**SECTION 18. FURTHER DOCUMENTATION.**

The parties agree that at any time following a request by the other party, each shall execute and deliver to the other party such further documents and instruments, in form and substance

reasonably necessary to confirm and/or effectuate the obligations of either party to this Agreement. Additionally, upon receipt of a written request from Developer or authorized representative with power of attorney, the City shall within thirty (30) days deliver an estoppel certificate in writing with confirmation that the Developer is in full compliance with the terms of this Agreement and is not in default hereunder, or if the Developer is in default, an estoppel certificate which states the basis for such default.

**SECTION 19. SEVERABILITY.**

If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intention of the parties can continue to be affected.

**SECTION 20. RECOVERY OF LEGAL FEES AND EXPENSES.**

If it becomes necessary for the City to enforce the terms of this Agreement by an action at law, the Developer shall reimburse all associated reasonable costs and attorney's fees to the City.

**SECTION 21. ENTIRE AGREEMENT.**

This instrument and referenced Exhibits constitute the entire Agreement between the Developer and the City and supersede all previous discussions, understandings, and other agreements between the Developer and the City relating to the subject matter of this Agreement. Any item required to be performed under existing ordinances of the City shall not be otherwise amended, modified, or waived, unless such amendment, modification, or waiver is expressly provided for in this Agreement with specific reference to the Code provision so amended, modified, or waived.

**SECTION 22. AMENDMENTS TO AGREEMENT.**

Amendments to and waiver of the provisions herein shall be made by the Developer and City in writing by a formal amendment process, to be approved consistent with applicable requirements for any amendment to a non-statutory development agreement pursuant to Chapter 66 of the City Code and which shall be recorded in the Public Records of Brevard County, Florida at the Developer's expense.

**SECTION 23. COUNTERPARTS.**

This Agreement and any amendments hereto may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute one and the same instrument.

**SECTION 24. DURATION.**

This Agreement shall have an initial term of thirty (30) years and shall thereafter automatically renew for successive five (5) year periods. In the event the Developer desires to build, modify or develop a plan which is inconsistent with the Site Plan, it shall have the right to terminate this Agreement upon thirty (30) days' written notice and attempt to negotiate the terms of a new Agreement consistent with the Developer's then-current development plans.

**SECTION 25. ENVIRONMENTAL CONDITIONS.**

All environmental concerns on the site are to be addressed and permits are to be secured from the applicable local, State and Federal agencies. Threatened or endangered species, if any, shall be protected pursuant to the rules and regulations of the applicable agency.

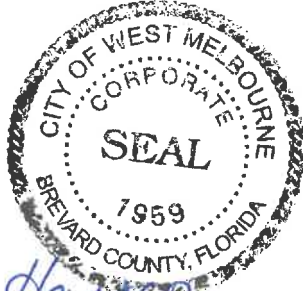
**SECTION 26. RESTRICTIONS.**

City Council may impose requirements that are more demanding than City Code for the public health, safety, aesthetics, or welfare for its citizens to be imposed during administrative site plan review as a result of the development agreement hearing, so long as there are no material changes to development rights vested through this Agreement.

*[Signatures on Following Page]*



IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year first written above.



CITY OF WEST MELBOURNE:

*Hal J. Rose*

By: Hal J. Rose, Mayor

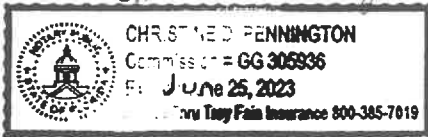
Attest:

*Cynthia Hanscom*  
Cynthia Hanscom, City Clerk

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing was acknowledged before me this 17<sup>th</sup> day of January, 2022 2023  
by Hal J. Rose as Mayor of the City of West Melbourne and Cynthia Hanscom, City Clerk of the  
said City. They are personally known to me or produced \_\_\_\_\_ as identification  
and did not take an oath.

*Christine Pennington*



*Christine D Pennington*

Notary Public

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

Commission No.: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**DEVELOPER:  
G.T. KELLY GENERAL CONTRACTORS,  
INC.**

By:   
George T. Kelly, IV

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing was acknowledged before me this 25 day of January, 2023 by George T. Kelly, IV, President, G.T. Kelly General Contractors, Inc. on behalf of the corporation. This person is [] personally known to me or [] produced \_\_\_\_\_ as identification and did not take an oath.

M. Rivera Hagman  
Notary Public  
Printed Name: Maribel Rivera Hagman  
Commission No: HH 335263  
Commission Expires: 12/2/2026

## EXHIBIT A

### Legal Description of the Property

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 3; THENCE N 00 DEGREES 14'13" EAST ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 859.84 FEET TO THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3700, PAGE 1353 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING THE POINT OF BEGINNING OF THE LANDS DESCRIBED HEREIN; THENCE CONTINUE N 00 DEGREES 14'13" EAST ALONG SAID EAST LINE OF SECTION 3 A DISTANCE OF 1452.80 FEET TO THE NORTHEAST CORNER OF SAID SECTION 3; THENCES 89 DEGREES 48'58" WEST ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 665.02 FEET TO THE EAST RIGHT OF WAY LINE OF INTERSTATE 95; THENCE S 00 DEGREES 20'00" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 1271.17 FEET; THENCE S 12 DEGREES 10'00" EAST CONTINUING ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 183.63 FEET TO THE SAID NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3700, PAGE 1353; THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 627.75 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THE NORTH 20.00 FEET AND THE EAST 20.00 FEET FOR ROAD RIGHT OF WAY PER PLAT BOOK 2, PAGE 80 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

LESS AND EXCEPT: STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL NO. 112 (WATER RETENTION AREA) ORB 5724, PAGE 6608, BEING DESCRIBED AS FOLLOWS: COMMENCE AT A 5/8" INCH IRON ROD STAMPED "FDOT LB 7121" MARKING THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA; THENCE RUN NORTH 89 DEGREES 27 MINUTES 31 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 1825.96 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SURVEY FOR I-95 (STATE ROAD 9) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 70220, F.P. NO. 405506 3; THENCE CONTINUE NORTH 89 DEGREES 27 MINUTES 31 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 150.00 FEET TO A POINT ON THE EXISTING EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF SAID I-95; THENCE SOUTH 00 DEGREES 02 MINUTES 46 SECONDS EAST ALONG SAID RIGHT OF WAY LINE 20.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 20.00 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 3 FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT OF WAY LINE CONTINUE NORTH 89 DEGREES 27 MINUTES 31 SECONDS EAST ALONG THE SOUTH LINE A DISTANCE OF 402.79 FEET TO A POINT LYING 20.00 FEET SOUTH 00 DEGREES 32 MINUTES 21 SECONDS EAST OF THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 27 SOUTH, RANGE 36 EAST, SAID CORNER BEING MARKED BY A 2" IRON PIPE WITH A DISK STAMPED "US DEPT OF INTERIOR 1961 34/35 T27S R36E"; THENCE SOUTH 50 DEGREES 53 MINUTES 13 SECONDS EAST, A DISTANCE OF 125.36 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 46 SECONDS EAST, PARALLEL WITH THE EXISTING EASTERLY RIGHT OF WAY LINE FOR I-95, A DISTANCE OF 240.00 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES 31 SECONDS WEST, A DISTANCE OF 500.00 FEET TO A POINT ON THE EXISTING EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF SAID I-95; THENCE NORTH 00 DEGREES 02 MINUTES 46 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 320.00 FEET TO THE POINT OF BEGINNING.

ALSO, LESS AND EXCEPT PARCEL CONVEYED TO ST. JOHNS RIVER WATER MANAGEMENT DISTRICT IN OFFICIAL RECORDS BOOK 8737, PAGE 1291, BEING DESCRIBED AS FOLLOWS: A PORTION OF THE NORTHEAST QUARTER OF SECTION 03, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 03, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA; THENCE NORTH 00°09' 14" WEST, A DISTANCE OF 1974.21 FEET ALONG THE EAST LINE OF SAID SECTION 03 TO A POINT ON THE EASTERLY PROJECTION OF THE SOUTH LINE OF PARCEL 112 AS DESCRIBED IN OFFICIAL RECORDS BOOK 5724, PAGE 6608, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 89°25'39" WEST, A DISTANCE OF 20.00 FEET ALONG SAID EASTERLY PROJECTION TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°25'39" WEST, A DISTANCE OF 145.17 FEET ALONG SAID EASTERLY PROJECTION TO A POINT ON THE EAST LINE

OF SAID PARCEL 112; THENCE ALONG THE EAST LINE OF SAID PARCEL 112 THE FOLLOWING TWO (2) COURSES AND DISTANCES: NORTH 00°02'44" WEST, A DISTANCE OF 240.00 FEET, THENCE NORTH 50°50'08" WEST, A DISTANCE OF 125.36 FEET TO A POINT ON A LINE THAT IS 20.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 03; THENCE NORTH 89°24'48" EAST, A DISTANCE OF 241.71 FEET ALONG SAID PARALLEL LINE TO A POINT ON THE WEST RIGHT OF WAY LINE OF COASTAL LANE PER PLAT BCOK 2, PAGE 80, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 00°09'14" EAST, A DISTANCE OF 320.20 FEET ALONG SAID WEST RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

CONTAINING 716,342 SQUARE FEET OR 16.445 ACRES, MORE OR LESS.







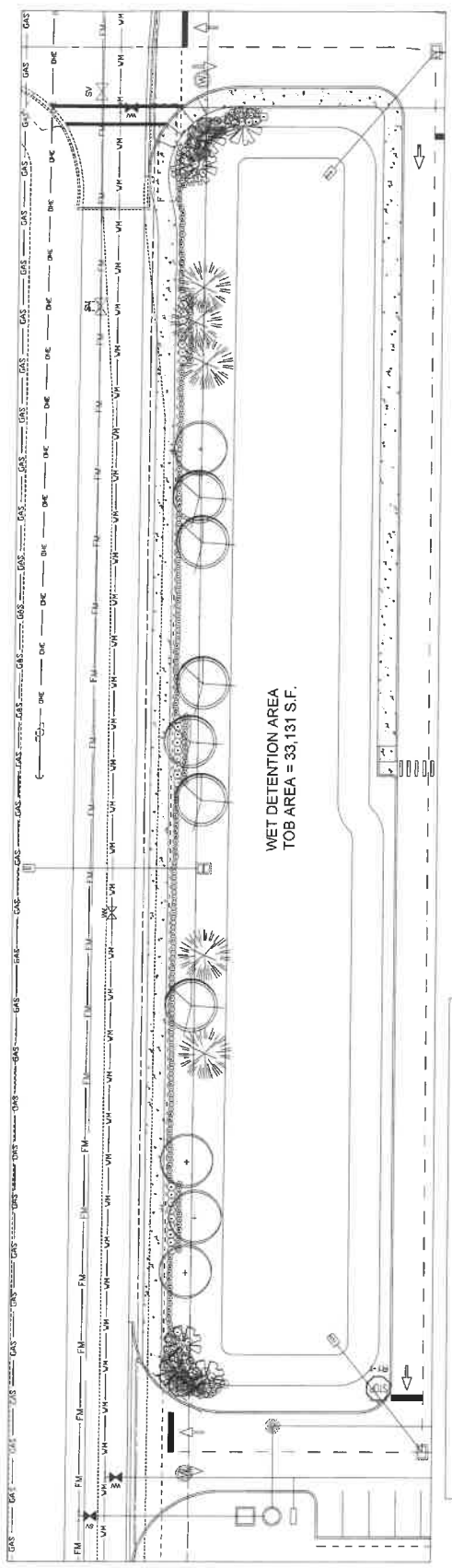
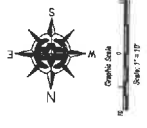
LD-01

# 192 Business Center City of West Melbourne East Buffer Landscape Plan

Landscape Design Associates  
2510 NW 12th Ave  
West Melbourne, FL 32909  
352-415-1755 or www.landscape.com



Date:	12.30.22
Client:	SM
Checked by:	SM
Drawn by:	SM
Scale:	1" = 30'



**Landscape Data:**  
**East Buffer - 20' Wide**  
**Trees required: 495 if (1 Tree per 40')**  
**Trees provided:**  
**Shrubs required: 495 if (1 shrub per 2')**  
**Shrubs provided:**

**12 Trees**  
**22 Trees**  
**248 shrubs**  
**366 shrubs**

**Landscape Legend:**

Qty	Symb	Name
4	AR	Red Maple
6	SP	Florida Flame <sup>®</sup> FG, 12 H, 5 Spr., 2.5' cal
6	TD	Cabbage Palm
6	OV	Sabal palmetto, FG, 18'-24' OAH
		Bald Cypress
		Taxodium distichum, FG, 2 H, 5 Spr., 2.5' cal
		Lutea Oak
		Quercus virginiana, FG, 12 H, 5 Spr., 2.5' cal
		Dwarf Powderpuff
68	FOR	Calliandra haematocephala, 3 gal, 18"x18", 24" oc
		Florida Privet
54	MUH	Forseara aggregata, 3 gal, 18"x18", 24" oc
		Hydrangea
138	PLU	Muhlenbergia capillaris, 3 gal, 36" oc
		Plumbago
22	ZAM	Plumbago auriculata, 3 gal, 18"x18", 24" oc
		Coonbe
		Zamia pumila, 3 gal, 18"x18", 36" oc
		Groundcover
13	LAN	Gold Mound Lantana
		Lantana camara 'Gold Mound', 1 gal, 6"x12", 36" oc

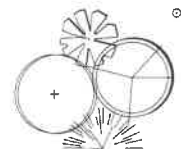
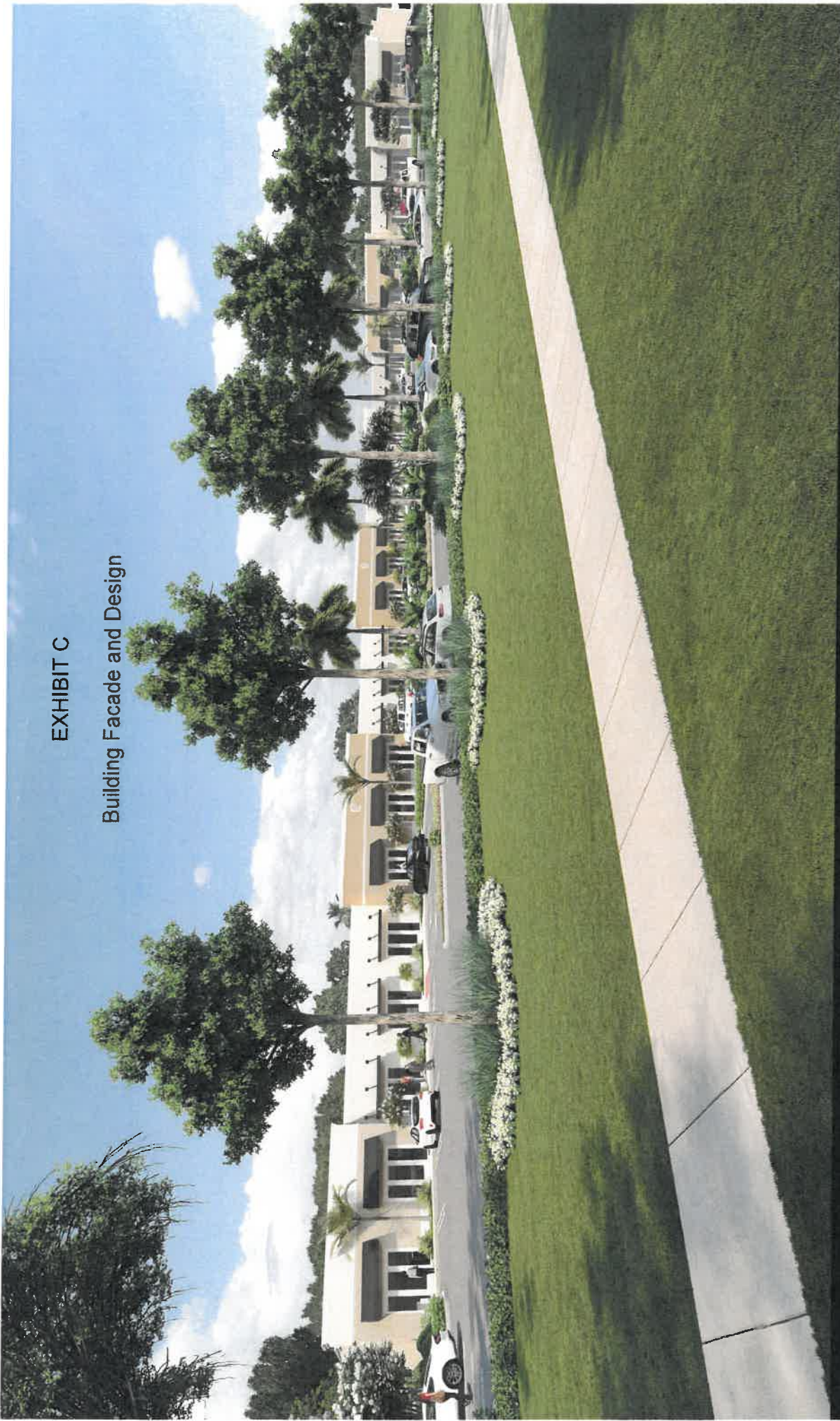


EXHIBIT C

Building Facade and Design



Unviersity Blvd. Business Center



NORTH

Port St. Lucie, FL

Color Rendering

