



Dana Blickley, CFA, Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

(321) 264-6700

www.BCPAO.us

Disclaimer

REAL PROPERTY DETAILS
Account 2963382 - Roll Year 2023

Owners ESPANET, CHRISTOPHER L
Mailing Address 345 NW 3RD AVE DELRAY BEACH FL 33444
Site Address 5610 HIGHWAY A1A UNIT 1 MELBOURNE BEACH FL 32951
Parcel ID 29-38-10-00-788.A
Taxing District 3400 - UNINCORP DISTRICT 3
Exemptions NONE
Property Use 0040 - CONDOMINIUM UNIT - VACANT LAND
Total Acres 0.70
Site Code --
Plat Book/Page 0000/0000
Subdivision --
Land Description CASSEKEE TRAILS CONDO UNIT 1 CASSEKEE TRAILS CONDO AS DESC IN ORB 5460 PG 2504 AND ALL AMENDMENTS THERETO



CONDO COMMON AREA INFORMATION

Name	CASSEKEE TRAILS CONDO	Pools	0
Number	1224	Elevators	0
Account	2963384	Tennis Courts	0
Parcel ID	29 3810-00-788.X-A	Spas	0
Units	--	Docks	0
Buildings	--	Gate Entry	0
Floors	--	Waste Chute	No
Rec Hall	0	Laundry	No

VALUE SUMMARY

Category	2023	2022	2021
Market Value	\$155,000	\$130,000	\$110,000
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$133,100	\$121,000	\$110,000
Assessed Value School	\$155,000	\$130,000	\$110,000
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$133,100	\$121,000	\$110,000
Taxable Value School	\$155,000	\$130,000	\$110,000

SALES / TRANSFERS

Date	Price	Type	Instrument
07/13/2005	\$250,000	WD	5503/1936

BUILDINGS

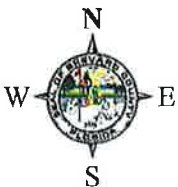
PROPERTY DATA CARD #1

Building Use: 0040 - CONDOMINIUM UNIT - VACANT LAND

Materials		Details	
No Data Found	No Data Found	Year Built	0
		Story Height	--
		Floors	--
		Residential Units	1
		Commercial Units	0
Sub-Areas		Extra Features	
Non 9K Condo	0	No Data Found	
Total Base Area	0		
Total Sub Area	0		

AERIAL MAP

Espanet, Christopher
24SS00013



1:2,400 or 1 inch = 200 feet

PHOTO YEAR: 2024

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

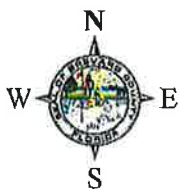
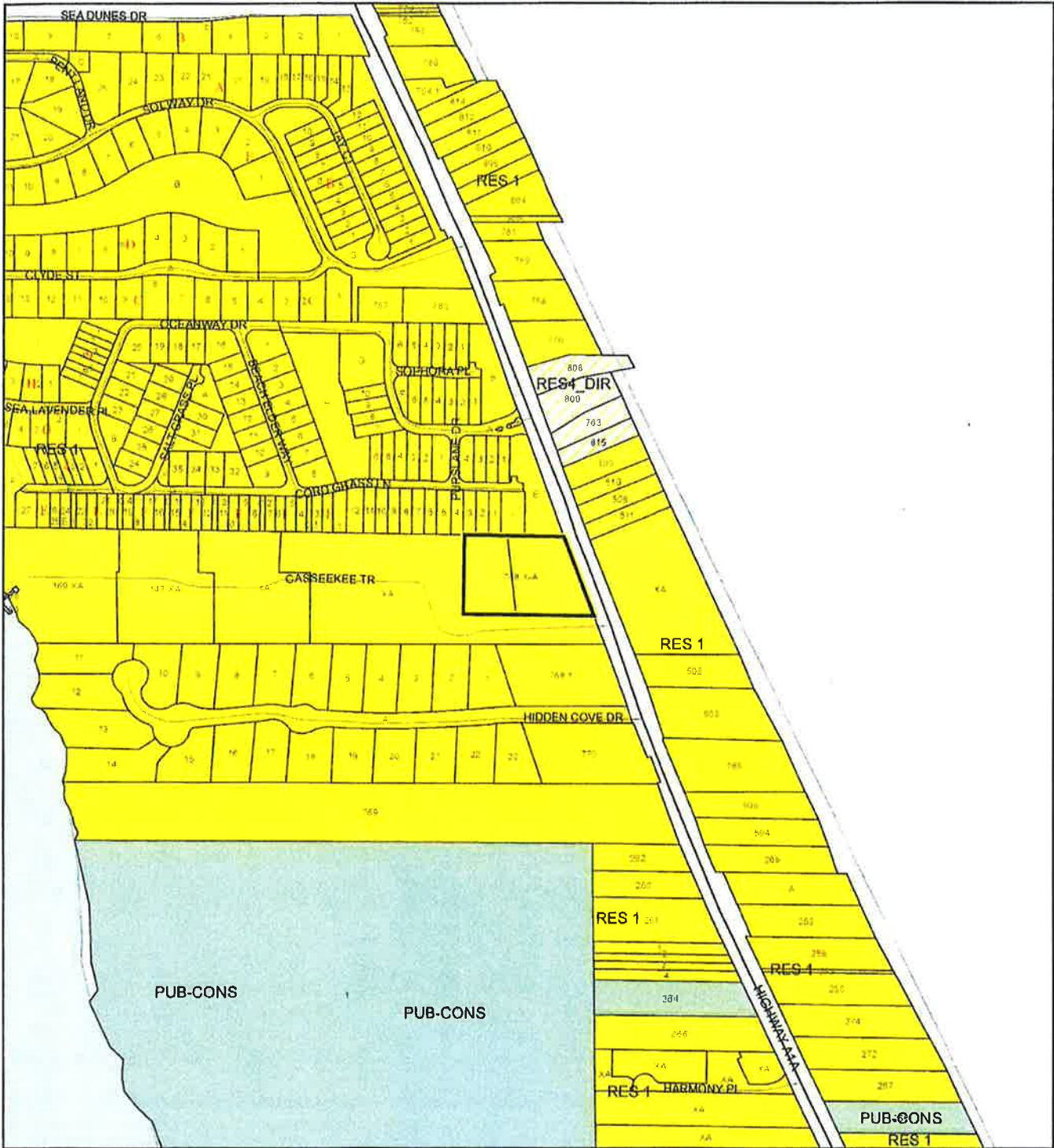
Produced by BoCC - GIS Date: 8/23/2024

 Subject Property



 Parcels

FUTURE LAND USE MAP

Espanet, Christopher
24SS00013



1:4,800 or 1 inch = 400 feet

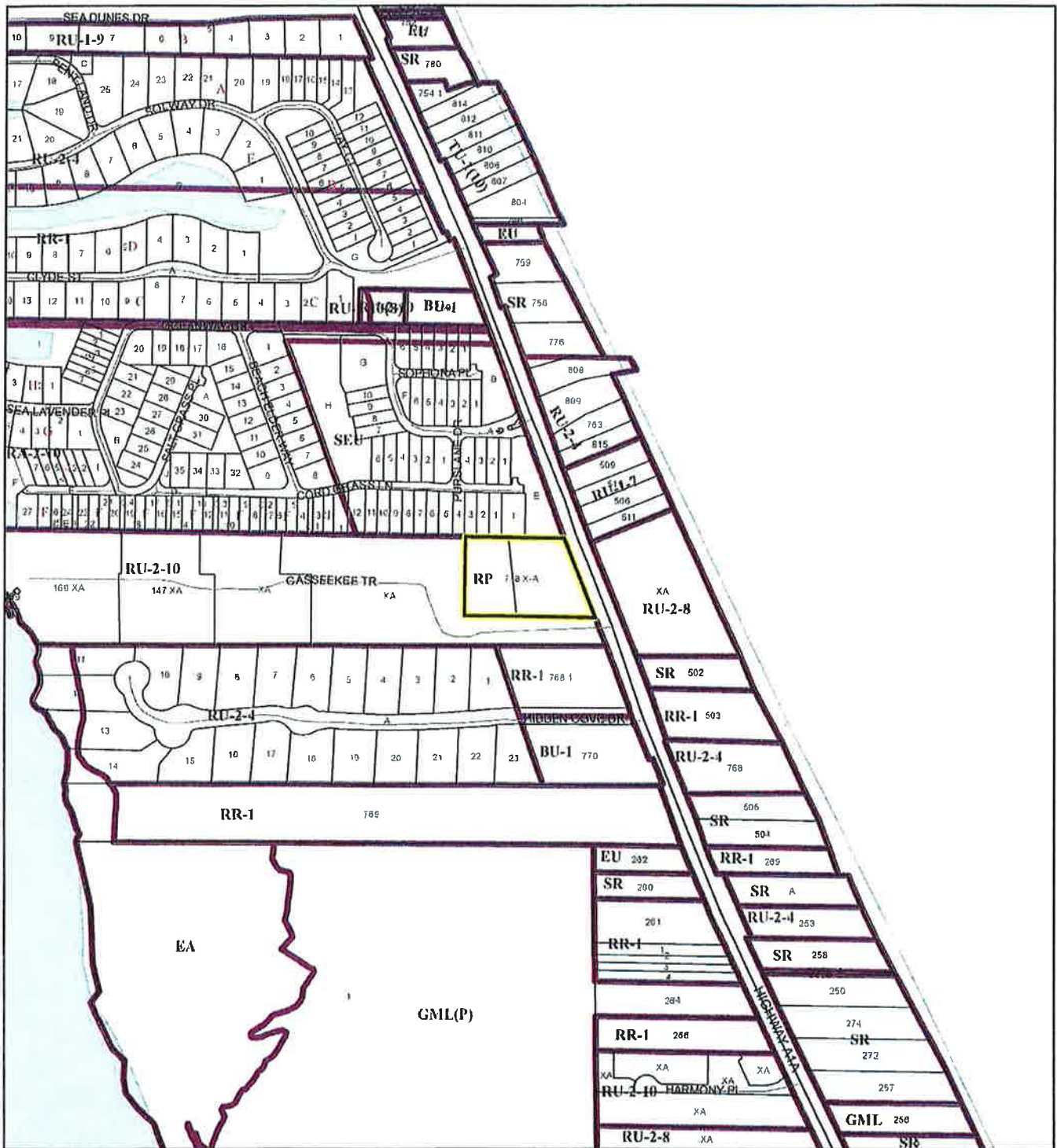
-  Subject Property
-  Parcels

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 8/23/2024

ZONING MAP

Espanet, Christopher
24SS00013



1:4,800 or 1 inch = 400 feet

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Produced by BoCC - GIS Date: 8/23/2024

 Subject Property

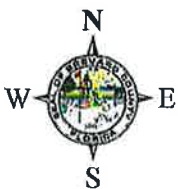
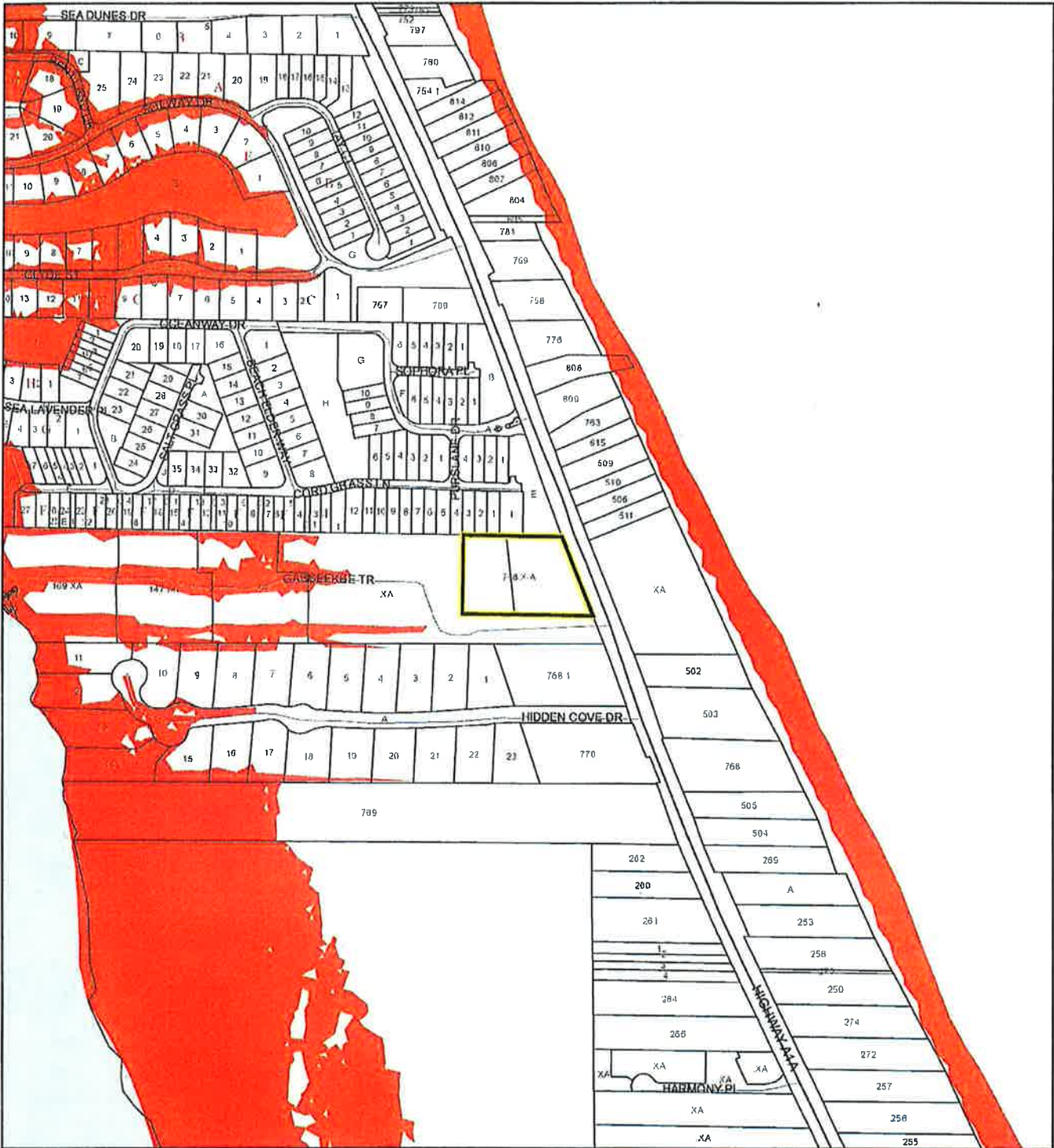
 Parcels

 Zoning

4

COASTAL HIGH HAZARD AREA MAP

Espanet, Christopher
24SS00013



1:4,800 or 1 inch = 400 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 8/23/2024







— Subject Property

□ Parcels

Coastal High Hazard Area

■ SurgeZoneCat1

Choose Columns

Map	Eagle	Account	Site Address	Owner	Parcel ID	Sale Date
		2963382	5610 HIGHWAY A1A UNIT 1 MELBOURNE BEACH FL 32951	ESPANET, CHRISTOPHER L	29-38-10-00-788.A	07/13/2005
		2963383	5610 HIGHWAY A1A UNIT 2 MELBOURNE BEACH FL 32951	DECORT, ROBERT FRANK DECORT, ANNEMARIE DEGEN	29-38-10-00-788.B	11/03/2023
		2963384	UNKNOWN FL	N/A - CONDO COMMON AREA	29-38-10-00-788.X-A --	



CFN:2005151983 05-02-2005 12:27 pm
 OR Book/Page: 5460 / 2504

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 35 #Names: 2
 Trust: 18.00 Rec: 281.00 Serv: 0.00
 0.00 Exclse: 0.00
 Mig: 0.00 Int Tax: 0.00

DECLARATION OF CONDOMINIUM

OF

CASSEEKEE TRAILS, A CONDOMINIUM

DOUGLAS R. LALLY, whose mailing address is at 1653 The Fairway, Suite 205, Jenkintown, Pennsylvania 19046-4027 (hereinafter called the "Developer"), does hereby declare as follows:

1 INTRODUCTION AND SUBMISSION.

1.1 **The Land.** The Developer owns the fee title to certain land located in Brevard County, Florida, as more particularly described on Sheet 2 of Exhibit A attached hereto, which is hereinafter referred to as the "Land."

1.2 **Submission Statement.** The Developer hereby submits the Land and all Improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, to the condominium form of ownership and use in the manner provided by the Florida Condominium Act as it exists on the date hereof.

1.3 **Name.** The name by which this condominium is to be identified is CASSEEKEE TRAILS, A CONDOMINIUM (hereinafter called the "Condominium").

2 DEFINITIONS. The following terms when used in this Declaration and in its exhibits, and as they may hereafter be amended, shall have the meaning ascribed to them in this Section, except where the context clearly indicates a different meaning:

2.1 "Act" means the Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date this Declaration is recorded.

2.2 "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.

2.3 "Association" or "Condominium Association" means CASSEEKEE TRAILS CONDOMINIUM ASSOCIATION, INC., a not for profit Florida corporation and the entity responsible for the operation of the Condominium.

2.4 "Board of Directors" or "Board" means the Association's board of administration.

2.5 "Buildings" means the structure or structures which may be constructed on the Units in accordance with the terms of this Declaration.

2.6 "By-Laws" mean the By-Laws of the Association.

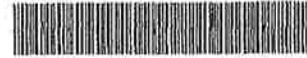
2.7 "Common Elements" mean and include:

2.7.1 The portions of the Condominium Property which are not included within the Units.

HC - Gray Robinson JD 2

7

CASSEKKEE TRAIL OWNERS ASSOCIATION, INC., A CONDOMINIUM



SURVEYOR'S NOTES CONCERNING THE GRAPHIC PLOT PLAN:

CFN: 2005161983
OR Book/Page: 5460 / 2527

1. Casseekee Trail, A Condominium contains 2 units, Unit 1 and Unit 2.
2. The graphic plot plan was prepared under the direction of Robert M. Salmon, Professional Land Surveyor, No. 4262, State of Florida, from a boundary survey prepared by Allen Engineering, Inc.

SURVEYOR'S NOTES CONCERNING THE BOUNDARY SURVEY:

1. Unless otherwise noted, underground improvements (foundations, utilities, etc.) were not located by this survey.
2. According to F.I.R.M. (Flood Insurance Rate Map) Number 125092 0607 F, Map Index date: November 19, 1997, this property lies within F.I.R.M. Zone "X".
3. The bearings shown hereon are based on a bearing of S 20°22'53" E along the West right of way of State Road A-1-A.

DESCRIPTION OF CONDOMINIUM OWNED LANDS: (Official Records Book 5048, Page 1188)

A parcel of land lying in part of Government Lot 5, Section 10, and in part of Government Lot 1, Section 11, Township 29 South, Range 38 East, Brevard County, Florida, and being more particularly described as follows:

From the Southeast corner of said Section 10, Township 29 South, Range 38 East, run North 0 degrees 36 minutes 18 seconds West along the East line of said Section 10 a distance of 575.32 feet; thence South 89 degrees 14 minutes 08 seconds East a distance of 38.16 feet to the West right of way line of State Road A-1-A (33 feet West of centerline); thence North 20 degrees 21 minutes 38 seconds West along said West right of way line of State Road A-1-A a distance of 80.40 feet to the POINT OF BEGINNING of the herein described parcel; thence North 89 degrees 14 minutes 08 seconds West a distance of 372.35 feet; thence North 0 degrees 43 minutes 15 seconds East a distance of 226.25 feet; thence South 89 degrees 16 minutes 09 seconds East a distance of 285.00 feet to the said West right of way line of State Road A-1-A; thence South 20 degrees 21 minutes 38 seconds East along said West right of way line of State Road A-1-A a distance of 242.73 feet to the POINT OF BEGINNING.

NOTE:

REFER TO SHEET 1 OF 3 FOR THE SKETCH OF BOUNDARY SURVEY.

ABBREVIATION DESCRIPTION

CONC.	CONCRETE
F.I.R.M.	FLOOD INSURANCE RATE MAP
LB	LAND SURVEYING BUSINESS
M	MEASURED
WPP	WOOD POWER POLE
RCP	REINFORCED CONCRETE PIPE
COR	CORNER
MLP	METAL LIGHT POLE
WP	WOOD POST

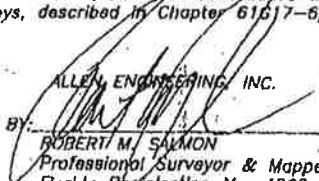
LEGEND:

- = FOUND 5/8" IRON ROD WITH PLASTIC CAP - ILLEGIBLE.
- ▲ = FOUND 1/2" IRON ROD (NO IDENTIFICATION).
- ⊕ = FOUND 5/8" IRON ROD WITH PLASTIC CAP STAMPED "PSM 4505".
- △ = FOUND MAG NAIL & DISK STAMPED "PCP 4505".
- = FOUND 5/8" IRON ROD - (NO IDENTIFICATION).

SURVEYOR'S CERTIFICATION:

I hereby certify that the attached sketch of survey shown of Sheet 1 of 3 is an accurate representation of a Sketch of Boundary Survey, performed under my direction and completed on November 4, 2004, in accordance with all applicable requirements of the "Minimum Technical Standards," for surveys, described in Chapter 61G17-8, Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes.

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

ALLEN ENGINEERING, INC.
BY: 
ROBERT M. SALMON
Professional Surveyor & Mapper
Florida Registration No. 4262

ALLEN ENGINEERING, INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
JANUARY 20, 2005

EXHIBIT "A"

SHEET 2 OF 3

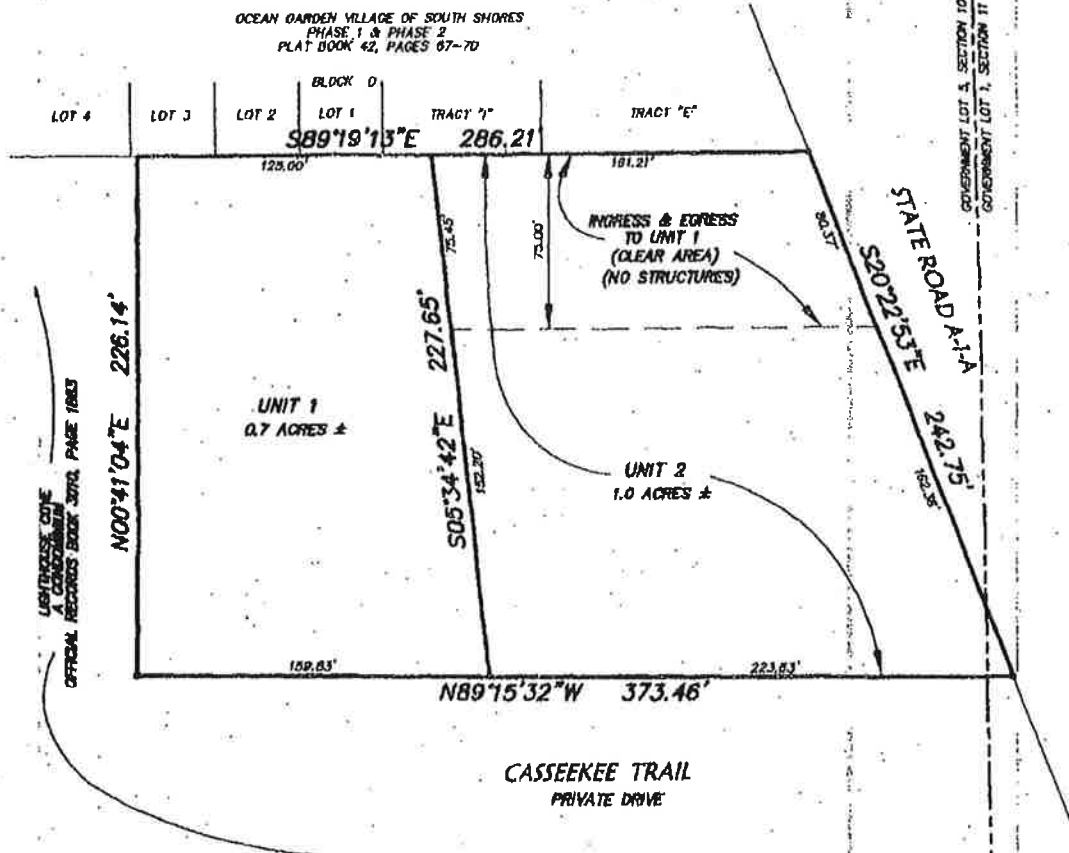
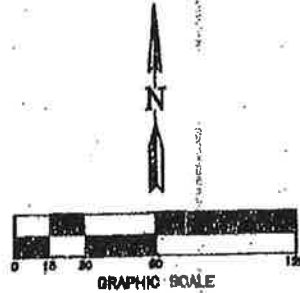
8

CASSEEKEE TRAIL OWNERS ASSOCIATION, INC. A CONDOMINIUM

GRAPHIC PLOT PLAN TO DEFINE THE LIMITS OF THE UNITS



CFN: 2005151983
OR Book/Page: 5460 / 2528



NOTES:

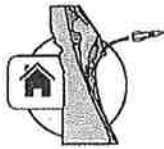
1. SEE SHEET 2 FOR THE NOTES CONCERNING THE GRAPHIC PLOT PLAN.

ALLEN ENGINEERING, INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
JANUARY 20, 2005

EXHIBIT "A"

SHEET 3 OF 3

9



REAL PROPERTY DETAILS
 Account 2963383 - Roll Year 2024

Owners DECORT, ROBERT FRANK; DECORT, ANNEMARIE DEGEN
Mailing Address 5610 S HIGHWAY A1A, # 2 MELBOURNE BEACH FL 32951
Site Address 5610 HIGHWAY A1A UNIT 2 MELBOURNE BEACH FL 32951
Parcel ID 29-38-10-00-788.B
Taxing District 3400 - UNINCORP DISTRICT 3
Exemptions HEX1 - HOMESTEAD FIRST
 HEX2 - HOMESTEAD ADDITIONAL
Property Use 0414 - CONDOMINIUM UNIT
Total Acres 1.00
Site Code --
Plat Book/Page 0000/0000
Subdivision --
Land Description CASSEEKKE TRAILS CONDO UNIT 2 CASSEEKKE TRAILS CONDO AS DESC IN ORB 5460 PG 2504 AND ALL AMENDMENTS THERETO



CONDO COMMON AREA INFORMATION

Name	CASSEEKKE TRAILS CONDO	Pools	0
Number	1224	Elevators	0
Account	2963384	Tennis Courts	0
Parcel ID	29 3810-00-788.X-A	Spas	0
Units	--	Docks	0
Buildings	--	Gate Entry	0
Floors	--	Waste Chute	No
Rec Hall	0	Laundry	No

VALUE SUMMARY

Category	2024	2023	2022
Market Value	\$902,080	\$691,860	\$559,680
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$902,080	\$448,500	\$435,440
Assessed Value School	\$902,080	\$448,500	\$435,440
Homestead Exemption	\$25,000	\$25,000	\$25,000
Additional Homestead	\$25,000	\$25,000	\$25,000
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$852,080	\$398,500	\$385,440
Taxable Value School	\$877,080	\$423,500	\$410,440

SALES / TRANSFERS

Date	Price	Type	Instrument
11/03/2023	\$1,329,000	WD	9928/1214
06/28/2017	--	WD	7925/2599
06/22/2016	\$155,000	WD	7648/2183
11/06/2009	--	CT	6059/0634
06/23/2009	--	CT	5976/1356

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials		Details	
No Data Found	No Data Found	Year Built	2017
		Story Height	10
		Floors	1
		Residential Units	1
		Commercial Units	0
Sub-Areas		Extra Features	
Base Area (1st)	2,250	No Data Found	
Base Area (1st)	494		

10

https://www.zillow.com/homedetails/5610-Highway-A1a-2-Melbourne-Beach-FL-32951/126039765_zpid/



 Zillow

https://www.zillow.com/homedetails/5610-Highway-A1a-2-Melbourne-Beach-FL-32951/126039765_zpid/





REAL PROPERTY DETAILS
Account 2953698 - Roll Year 2024

Owners HOATSON, ROBERT J; HOATSON, PAMELA J
Mailing Address 5635 HIGHWAY A1A, # A704 MELBOURNE BEACH FL 32951
Site Address 5635 HIGHWAY A1A UNIT A704 MELBOURNE BEACH FL 32951
Parcel ID 29-38-10-00-791.W
Taxing District 3400 - UNINCORP DISTRICT 3
Exemptions HEX1 - HOMESTEAD FIRST
HEX2 - HOMESTEAD ADDITIONAL
Property Use 0414 - CONDOMINIUM UNIT
Total Acres 0.05
Site Code --
Plat Book/Page 0000/0000
Subdivision --
Land Description SOUTH SHORES OCEANSIDE CONDO PH I UNIT A-704
SOUTH SHORES OCEANSIDE CONDO PH I AS DESC IN
ORB 2714 PG 924 EXC ORB 3579 PG 2239 & ALL
AMENDMENTS THERETO



CONDO COMMON AREA INFORMATION

Name	SOUTH SHORES OCEANSIDE CONDO PH I	Pools	1
Number	0762	Elevators	1
Account	2960647	Tennis Courts	0
Parcel ID	29 3810-00-791-.XA	Spas	1
Units	28	Docks	0
Buildings	1	Gate Entry	1
Floors	8	Waste Chute	Yes
Rec Hall	0	Laundry	No

VALUE SUMMARY

Category	2024	2023	2022
Market Value	\$859,700	\$868,820	\$696,770
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$859,700	\$868,820	\$614,380
Assessed Value School	\$859,700	\$868,820	\$696,770
Homestead Exemption	\$25,000	\$25,000	\$0
Additional Homestead	\$25,000	\$25,000	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$809,700	\$818,820	\$614,380
Taxable Value School	\$834,700	\$843,820	\$696,770

SALES / TRANSFERS

Date	Price	Type	Instrument
10/26/2020	\$879,000	WD	8903/0239
02/06/2019	\$880,000	WD	8363/2824
09/20/2016	\$620,000	WD	7721/0741
02/16/2007	--	MISC	5804/8261
10/15/2003	--	QC	5101/2175
08/01/1997	--	QC	3685/3279
02/28/1995	--	WD	3457/0703
01/30/1995	--	WD	3450/0358
04/01/1988	\$245,000	WD	2901/1720

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0414 - CONDOMINIUM UNIT

Materials		Details	
Exterior Wall:	STUCCO	Year Built	1986
Roof Structure:	FLAT/SHED	Story Height	--
Roof Cover:	BU-TG/MMBRN	Floors	--
Heat & Air:	FHA & AC	Residential Units	1

13

Prepared by: Kimberly B. Rezanka, Esq.
Address: Lacey Lyons Rezanka
1290 U.S. Highway 1, Ste 103
Rockledge, FL 32955

BINDING DEVELOPMENT PLAN (BDP)

THIS AGREEMENT, entered into this _____ day of _____, 2024 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and Christopher L. Espanet (hereinafter referred to as "Developer/Owner").

RECITALS

WHEREAS, Developer/Owner owns property (hereinafter referred to as the "Property") in Brevard County, Florida, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Developer/Owner has requested a small-scale amendment to the County's Future Land Use Map from Residential (RES) 1 to RES 2 to develop the Property consistent with the Residential Professional (RP) zoning requirements and desires to develop the Property with a limit of one (1) single-family dwelling, and pursuant to the Brevard County Code, Section 62-1157; and

WHEREAS, as part of its plan for development of the Property, Developer/Owner wishes to mitigate negative impacts on coastal resources, protect human life, and limit public expenditures in this area subject to natural disasters as its neighboring Coastal High Hazard Areas pursuant to Florida Statute 163.3178(8); and

WHEREAS, as part of its plan for development of the Property, Developer/Owner wishes to mitigate negative impacts on abutting landowners and affected facilities or services; and

WHEREAS, the County is authorized to regulate development of the Property.

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated into this Agreement by their reference.
2. The County shall not be required or obligated in any way to construct or maintain or participate in any way in the construction or maintenance of the improvements. It is the intent of the parties that the

14

Developer/Owner, its grantees, successors or assigns in interest or some other association and/or assigns satisfactory to the County shall be responsible for the maintenance of any improvements.

3. The Developer/Owner shall limit density to one (1) single-family dwelling and permitted accessory buildings and uses, and may be further restricted by any changes to the Comprehensive Plan or the Land Development Regulations.
4. The Developer/Owner shall provide appropriate mitigation to support the coastal management in the neighboring Coastal High Hazard Area as appropriate to include at the Site Plan review process.
5. Developer/Owner shall comply with all regulations and ordinances of Brevard County, Florida. This Agreement constitutes Developer's/Owner's agreement to meet additional standards or restrictions in developing the Property. This Agreement provides no vested rights against changes to the Brevard County Comprehensive Plan or land development regulations as they may apply to this Property.
6. Developer/Owner, upon execution of this Agreement, shall pay to the Clerk of Court all costs of recording this Agreement in the Public Records of Brevard County, Florida.
7. This Agreement shall be binding and shall inure to the benefit of the successors or assigns of the parties and shall run with the subject Property unless or until rezoned and shall be binding upon any person, firm or corporation who may become the successor in interest directly or indirectly to the subject Property, and shall be subject to the above referenced conditions as approved by the Board of County Commissioners on _____. In the event the subject Property is annexed into a municipality and rezoned, this Agreement shall be null and void.
8. Violation of this Agreement shall constitute a violation of the zoning classification and of this Agreement. This Agreement may be enforced by Sections 1-7 and 62-5 of the Code of Ordinances of Brevard County, Florida, as may be amended.
9. Conditions precedent. All mandatory conditions set forth in this Agreement mitigate the potential for incompatibility and shall be satisfied before Developer/Owner may implement the approved use(s), unless stated otherwise. The failure to timely comply with any condition is a violation of this Agreement and constitutes a violation of the Zoning Classification and is subject to enforcement action as described in Paragraph 7 above.

10. Severability clause. If any provision of this BDP is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision shall continue in full force and effect without being impaired or invalidated in any way.

IN WITNESS THEREOF, the parties hereto have caused these presents to be signed all as of the date and year first written above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA
2725 Judge Fran Jamieson Way
Viera, FL 32940

Rachel M. Sadoff, Clerk of Court
(SEAL)

Rita Pritchett, Chair
As approved by the Board on _____

WITNESSES:

DEVELOPER/OWNER
Christopher L. Espanet
345 NW 3rd Avenue, Delray Beach, FL 33444

(Witness Name typed or printed)

(Witness Name typed or printed)

STATE OF FLORIDA §

COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2024, by Aaron Reninger, who is personally known to me or who has produced _____ as identification.

My commission expires:
SEAL
Commission No.:

Notary Public
(Name typed, printed or stamped)

EXHIBIT "A"

LEGAL DESCRIPTION:

Condominium Unit No. 1, CASSEEKKE TRAILS, a Condominium, in accordance with and subject to the covenants, conditions, restrictions, terms and provisions of the Declaration thereof as set forth in the Declaration of Condominium recorded in Official Records Book 5460, at Page(s) 2504, of the Public Records of Brevard County, Florida.

Subject to restrictions, reservations and easements of record, if any, and taxes subsequent to 2004.

DUNKIN
1980 N. Courtenay Pkwy
M.I.

Prepared by Kimberly Bonder Rezanka, Esquire
LACEY LYONS REZANKA
Address 1290 U S Hwy 1, Ste 201
Rockledge, FL 32955

BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this 26 day of May, 2022, between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and SUNIL RAJAN, SUDHIR RAJAN, and SURESH RAJAN ("Developer/Owner")

RECITALS

WHEREAS, Developer/Owner owns property (hereinafter referred to as the "Property") in Brevard County, Florida, as more particularly described as: The South 200 feet of the N 1/2 of SE 1/4 of SW 1/4, East of State road No 3 Right-of-Way, except land described in Official Record Book 559, page 707, Section 14, Township 24 South, Range 36 East

WHEREAS, Developer/Owner has requested a small scale amendment to the County's Future Land Use Map from NC to CC develop the Property as restaurant with drive through aisles, and pursuant to the Brevard County Code, Section 62-1157, and

WHEREAS, as part of its plan for development of the Property, Developer/Owner wishes to mitigate negative impacts on abutting landowners and affected facilities or services, and

WHEREAS, the County is authorized to regulate development of the Property

NOW, THEREFORE, the parties agree as follows

- 1 Recitals The above recitals are true and correct and are incorporated into this Agreement by their reference
- 2 The County shall not be required or obligated in any way to construct or maintain or participate in any way in the construction or maintenance of the improvements It is the intent of the parties that the Developer/Owner, its grantees, successors or assigns in interest or some other association and/or assigns satisfactory to the County shall be responsible for the maintenance of any improvements
- 3 The Developer/Owner shall not have a shared driveway access with the property to the South unless permission is received from the Diocese of Orlando, at which point such access may be further

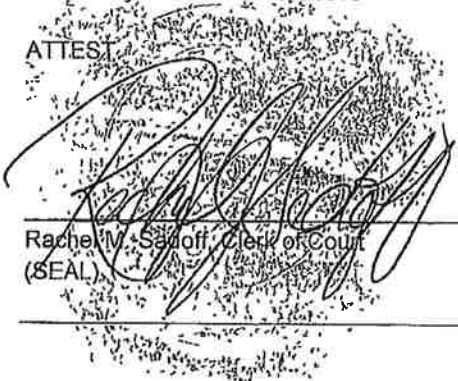
SR 18

- regulated by the Comprehensive Plan or the Land Development Regulations, as may be amended
- 4 Developer/Owner shall comply with all regulations and ordinances of Brevard County, Florida. This Agreement constitutes Developer's/Owner's agreement to meet additional standards or restrictions in developing the Property. This Agreement provides no vested rights against changes to the Brevard County Comprehensive Plan or land development regulations as they may apply to this Property.
 - 5 Developer/Owner, upon execution of this Agreement, shall pay to the Clerk of Court all costs of recording this Agreement in the Public Records of Brevard County, Florida.
 - 6 This Agreement shall be binding and shall inure to the benefit of the successors or assigns of the parties and shall run with the subject Property unless or until rezoned and shall be binding upon any person, firm or corporation who may become the successor in interest directly or indirectly to the subject Property, and shall be subject to the above referenced conditions as approved by the Board of County Commissioners on _____, 2022. In the event the subject Property is annexed into a municipality and rezoned, this Agreement shall be null and void.
 - 7 Violation of this Agreement shall constitute a violation of the zoning classification and of this Agreement. This Agreement may be enforced by Sections 1-7 and 62-5 of the Code of Ordinances of Brevard County, Florida, as may be amended.
 - 8 Conditions precedent. All mandatory conditions set forth in this Agreement mitigate the potential for incompatibility and shall be satisfied before Developer/Owner may implement the approved use(s), unless stated otherwise. The failure to timely comply with any condition is a violation of this Agreement and constitutes a violation of the Zoning Classification and is subject to enforcement action as described in Paragraph 7, above.
 - 9 Severability clause. If any provision of this BDP is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision shall continue in full force and effect without being impaired or invalidated in any way.

SR 19

IN WITNESS THEREOF, the parties hereto have caused these presents to be signed all as of the date and year first written above

ATTEST



Rachel M. Sadoff, Clerk of Court
(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA
2725 Judge Fran Jamieson Way
Viera, FL 32940

Kristine Zonka, Chair

As approved by the Board on 5-26-2022

WITNESSES

Michelle Benjamin F. King
(Witness Name typed or printed)

Nicholas N. Rehal
(Witness Name typed or printed)

SUNIL RAJAN

STATE OF Florida §

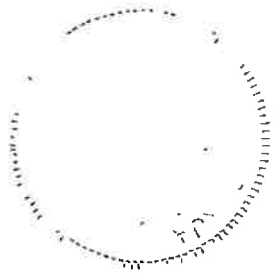
COUNTY OF Duval §

The foregoing instrument was acknowledged before me, by means of physical presence or _____ online notarization, this 13th day of May, 2022, by SUNIL RAJAN, who are personally known to me or who has produced DL as identification

My commission expires 10/21/25
SEAL
Commission No HH190098

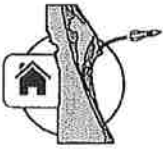
Notary Public

(Name typed, printed or stamped)



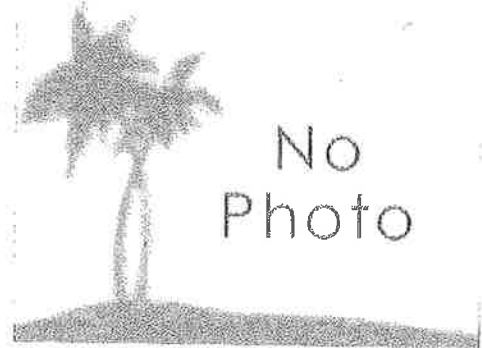
ROSEMARIE G KUA
Notary Public
State of Florida
Comm# HH190098
Expires 10/21/2025

20



REAL PROPERTY DETAILS
 Account 3032446 - Roll Year 2024

Owners	IFP DEVELOPMENT LLC
Mailing Address	4760 N US HIGHWAY 1, STE 201 MELBOURNE FL 32935
Site Address	1438 CYGNUS PL MERRITT ISLAND FL 32953
Parcel ID	23-36-24-75-E-1
Taxing District	2200 - UNINCORP DISTRICT 2
Exemptions	NONE
Property Use	0010 - VACANT RESIDENTIAL LAND (SINGLE FAMILY, PLATTED)
Total Acres	0.29
Site Code	0150 - CNSRV/TRACT/BUF FRTG
Plat Book/Page	0073/0047
Subdivision	ISLAND FOREST PRESERVE
Land Description	ISLAND FOREST PRESERVE LOT 1 BLK E



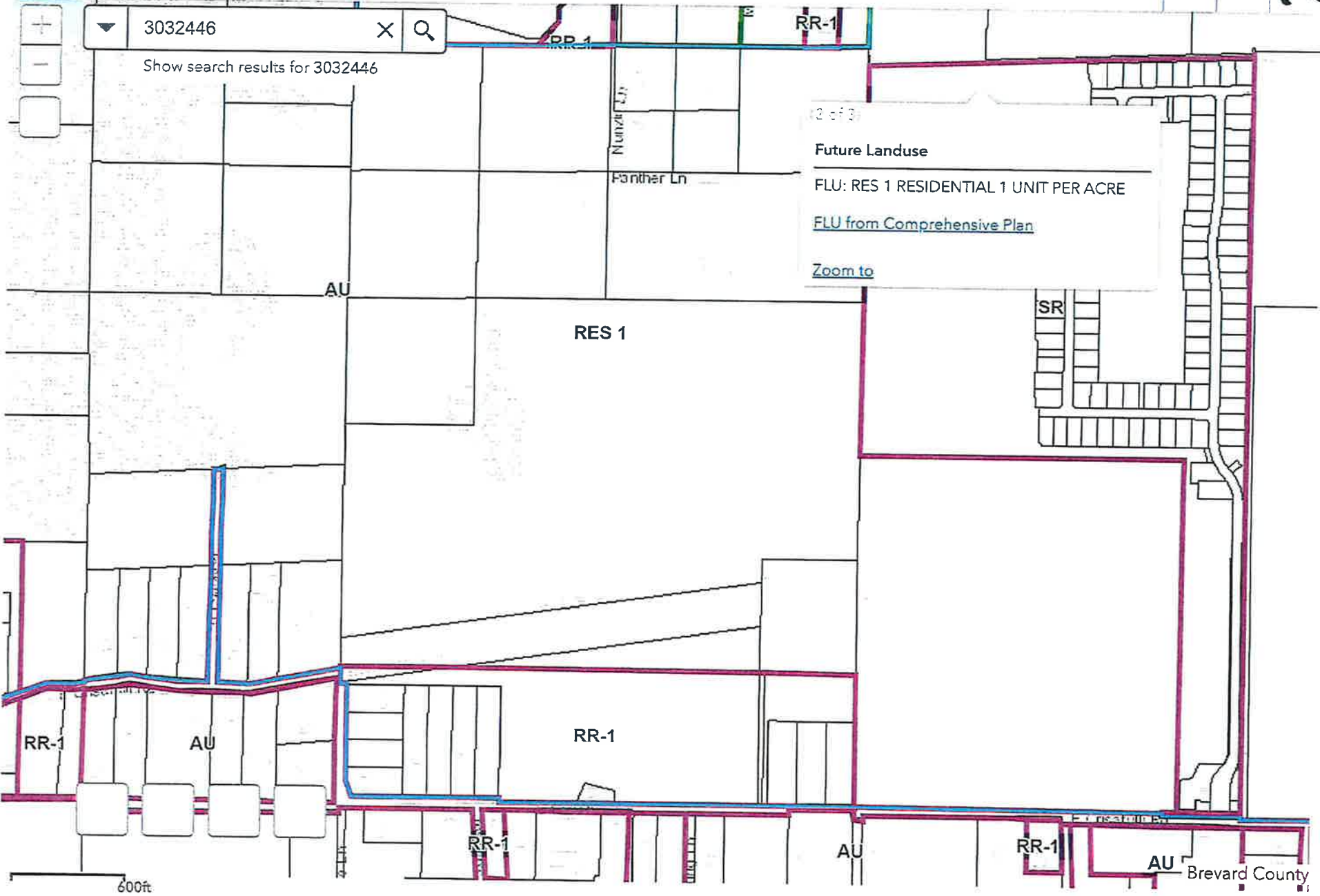
VALUE SUMMARY

Category	2024	2023	2022
Market Value	\$120,000	\$20,000	\$0
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$22,000	\$20,000	\$0
Assessed Value School	\$120,000	\$20,000	\$0
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$22,000	\$20,000	\$0
Taxable Value School	\$120,000	\$20,000	\$0

SALES / TRANSFERS

Date	Price	Type	Instrument
No Data Found			
No Data Found			

21



Prepared by Charles B Genoni
Beachland Maragers, LLC
4780 N US1 #201
Melbourne FL 32935

**BINDING
DEVELOPMENT PLAN**

THIS AGREEMENT, entered into this 26 day of Feb., 2019 between the BOARD OF COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and W K & R Groves, Inc, a Florida Corporation (hereinafter referred to as "Developer/Owner")

RECITALS

WHEREAS, Developer/Owner owns property (hereinafter referred to as the "Property") in Brevard County, Florida, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, and

WHEREAS, Developer/Owner has requested the SR zoning classification(s) and desire to develop the Property as a Single Family Subdivision, and pursuant to the Brevard County Code, Section 62-1157, and

WHEREAS, as part of its plan for development of the Property, Developer/Owner wishes to mitigate negative impact on abutting land owners and affected facilities or services, and

WHEREAS, the County is authorized to regulate development of the

Property NOW, THEREFORE, the parties agree as follows

1. The County shall not be required or obligated in any way to construct or maintain or participate in any way in the construction or maintenance of the improvements. It is the intent of the parties that the Developer/Owner, its grantees, successors or assigns in interest or some other association and/or assigns satisfactory to the County shall be responsible for the maintenance of any improvements.
2. The Developer/Owner shall limit the project to 110 units and may be further restricted by any changes to the comprehensive plan or the Land Development Regulations.
3. Developer/Owner shall extend the Sewer line from the nearest connection point to the project. If the Developer/Owner does not install Sewer to the Property, it shall limit the number of units to 50 which shall be serviced by septic systems capable of reducing the total nitrogen (TN).

in effluent by 65% or greater

4 Developer/Owner shall complete a topographical survey prior to site plan submittal. The topographical survey shall be submitted as part of the initial site plan review.

5 Developer/Owner shall comply with all regulations and ordinances of Brevard County, Florida. This Agreement constitutes Developer's/Owner's agreement to meet additional standards or restrictions in developing the Property. This agreement provides no vested rights against changes to the Comprehensive Plan or land development regulations as they may apply to this Property.

6 Developer/Owner, upon execution of this Agreement, shall pay to the Clerk of Courts the cost of recording this Agreement in the Public Records of Brevard County, Florida.

7 This Agreement shall be binding and shall insure to the benefit of the successors or assigns of the parties and shall run with the subject Property unless or until rezoned and be binding upon any person, firm or corporation who may become the successor in interest directly or indirectly to the subject Property and be subject to the above referenced conditions as approved by the Board of County Commissioners on 12/6, 2018. In the event the subject Property is annexed into a municipality and rezoned, this agreement shall be null and void.

8 Violation of this Agreement will also constitute a violation of the Zoning Classification and this Agreement may be enforced by Sections 17 and 62-5, Code of Ordinances of Brevard County, Florida, as may be amended.

9 Conditions precedent. All mandatory conditions set forth in this Agreement mitigate the potential for incompatibility and must be satisfied before Developer/Owner may implement the approved use(s), unless stated otherwise. The failure to timely comply with any mandatory condition is a violation of this Agreement, constitutes a violation of the Zoning Classification and is subject to enforcement action as described in Paragraph 8 above.

IN WITNESS THEREOF, the parties hereto have caused these presents to be signed all as of the date and year first written above.

ATTEST

Scott Ellis, Clerk
(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA
2725 Judge Fran Jamison Way
Viera, FL 32940

Kristine Isnardi, Chair
As approved by the Board on Feb. 26, 2019

(Please note you must have two witnesses and a notary for each signature required, the notary may serve as one witness)

WITNESSES

DEVELOPER/OWNER

GARY TRIPODI

Gary Tripodi
(Witness Name typed or printed)

Lisa Tripodi

Lisa Tripodi
(Witness Name typed or Printed)

W K & R Groves, Inc

Marie McKessy Mantell

1945 SW 16th Ave Boynton Beach FL 33426

4999 Palm Way
Lakewood Fl

As President

33463

Marie McKessy Mantell

STATE OF Florida

COUNTY OF palm beach

The foregoing instrument was acknowledged before me this 5th day of Jan, 2019

by Marie McKessy Mantell as president of W K & R Groves, Inc

who is personally known or produced _____ as identification

My commission expires 7-21-2020

Commission no GG 004951

SEAL

Lisa Tripodi
Notary Public
(Name typed, printed or stamped)



Exhibit "A"

Legal Description

Begin at the Southwest corner of the Southwest 1/4 of the Southeast 1/4, Section 24, Township 23 South, Range 36 East, Brevard County, Florida, thence run N 0°46'15" E, along the West lines of the Southeast 1/4 and the Northeast 1/4 of said Section 24, a distance of 3897 81 ft , to a point, thence run N 88° 26'15' East, a distance of 2000 24 ft , to a point on the East line of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 24, thence run S 0° 36'53' W , along said East line of West 1/2 of Southeast 1/4 of Northeast 1/4 of said Section 24, a distance of 1300 61 ft , to a point on the East-West Center Line of said Section 24, thence run S 0° 31'38" West, along the East line of the West 1/2, East 1/2, Southeast 1/4, Section 24, a distance of 2669 25 feet to a point on the South line of Section 24, thence run N 89° 29'49" West along said South line, Section 24, a distance of 2013 48 ft , to a point of Beginning (Containing 181 10 Acres, more or less)

Less and Except

Commence at the Southwest corner of the Southwest 1/4 of the Southeast 1/4 , Section 24, Township 23 South, Range 36 East, Brevard County, Florida Thence run North 0°46'15" East along the West line of the Southeast 1/4 of said Section 24 a distance of 25.00 feet to the point of Beginning of the following herein described parcel. thence continue North 0°46'15" E along said West line of the Southeast 1/4 a distance of 1,835 29 feet; thence run South 89°29'49" E parallel with the South line of the Southeast 1/4 a distance of 1678 77 feet, thence run South 0°46'15" West parallel with the West line of the Southeast 1/4 a distance of 1835 29 feet, thence run North 89°29'49" West parallel with the South line of the Southeast 1/4 a distance of 1678 77 feet to the point of beginning and being subject to any and all easements, deed restrictions and rights-of-way of record

Also Described as

Legal Description

PARCEL ID 23-36-24-00-750 TA# 2316619 105 05 ACRES
W 3/4 OF SE 1/4 & W 3/4 OF S 1/2 OF NE 1/4 AS DESC IN ORB 1204 PG 358, EXC S 2000 FT OF W 1300 FT ORB 2838 PG 2885

PARCEL ID 23-36-24-00-752 TA# 2316620 1 00 ACRES
E 210 FT OF W 1938 48 FT OF N 210 FT OF S 255 FT OF SE 1/4

PARCEL ID 23-36-24-00-754 TA# 2316622 4 92 ACRES
2000 FT OF W 1300 FT OF SE 1/4 EXC ORB 2838 PG 2885

Coastal Residential Densities

Objective 7

Limit densities within the coastal high hazard area and direct development outside of this area.

Policy 7.1

Brevard County shall not increase residential density designations for properties located on the barrier island between the southern boundary of Melbourne Beach and the Sebastian Inlet.

Policy 7.2

Brevard County shall continue its program of land acquisition and management for recreation and preservation, contingent upon availability of funding.

Policy 7.3

Brevard County shall maintain the Brevard County Comprehensive Emergency Management Plan (BrevCEMP). This plan shall be consistent with this Comprehensive Plan, and shall be coordinated with the municipalities, the appropriate state and federal agencies, and be approved by the appropriate state agency(s).

Policy 7.4

Public facilities, such as hospitals, wastewater treatment plants or fire stations, shall not be located on causeways.

Hurricane Evacuation

Objective 8

Reduce excessive evacuation times where they currently exist, and maintain all other evacuation times within the acceptable standard. Acceptable evacuation standards will be reviewed and updated as necessary but shall not exceed the times indicated in the current Brevard County Comprehensive Emergency Management Plan

Policy 8.1

Brevard County shall maintain acceptable hurricane evacuation times based upon the following:

Criteria:

- A. The most current behavioral response scenario.
- B. The requirement to evacuate prior to sustained tropical storm force (40 mph) winds.

West's Florida Statutes Annotated

Florida Constitution--1968 Revision (Refs & Annos)

Article V. Judiciary (Refs & Annos)

West's F.S.A. Const. Art. 5 § 21

§ 21. Judicial interpretation of statutes and rules

In interpreting a state statute or rule, a state court or an officer hearing an administrative action pursuant to general law may not defer to an administrative agency's interpretation of such statute or rule, and must instead interpret such statute or rule de novo.

Credits

Added general election, Nov. 6, 2018.

Notes of Decisions (1)

West's F. S. A. Const. Art. 5 § 21, FL CONST Art. 5 § 21
Current through November 6, 2018, General Election

Notes of Decisions - § 21. Judicial interpretation of statutes and rules | Westlaw

1. Legislative authority

When determining if a proposed or existing agency rule is an invalid exercise of the authority delegated to the agency, courts focus on whether the authorizing statute contains a specific grant of legislative authority for the rule being reviewed, as opposed to whether the grant of authority is specific enough; either the enabling statute authorizes the rule at issue or it does not. *State, Department of Elder Affairs v. Florida Senior Living Association, Inc.*, App. 1 Dist., 2020 WL 464618 (2020), opinion withdrawn and superseded on clarification 2020 WL 2781869. *Administrative Law and Procedure* ¶ 1292

2. Review

An appellate court's review of an agency's interpretation of the statutes it implements is de novo. *MB Doral, LLC v. Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco*, Fla.App. 1 Dist., 295 So.3d 850 (2020). *Administrative Law and Procedure* ¶ 2206

GOALS, OBJECTIVES AND POLICIES

GOAL

TO ENSURE CONSIDERATION OF PRIVATE PROPERTY RIGHTS IN THE LOCAL DECISION MAKING PROCESS.

Objective 1

Brevard County shall follow a set of policies to ensure that private property rights are considered in the local decision making process.

Policy 1.1

Brevard County shall consider the following in the local decision making process:

- A. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
- B. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or the use of any other person, subject to state law and local ordinances.
- C. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.
- D. The right of a property owner to dispose of his or her property through sale or gift.

JPM Consulting

James Mcknight, Principal
 1675 S Fiske Blvd., C211
 Rockledge, Florida 32955

Phone: 321-698-1317
 E-mail: Jimmcknight1956@gmail.com

Work Experience

Jim served in local government for over 42 years, including as the City Manager for Rockledge (30+ years) and Cocoa Beach (5+ years). He retired in 2022. During his tenure, both Cities completed key public facilities and infrastructure projects.

Among those:

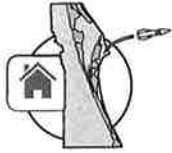
- New Waste Water Plant with Reclaimed Water Systems (Rockledge)
- Major upgrade to Advance Treatment Plant (Cocoa Beach)
- Public Parking Garage (Cocoa Beach)
- New City Hall construction project (Rockledge)
- Storm Water improvement projects (Rockledge & Cocoa Beach)
- Multiple Park projects (Rockledge)
- 2 completed Fire Station construction projects (Rockledge)
- Constructed Law Enforcement facilities (Cocoa Beach & Rockledge)
- Redevelopment Projects (Barton Blvd, US Highway 1 & Barnes Blvd (Rockledge)
- Redevelopment projects (Public Parking Garage, Minuteman Streetscape & Hardscape (Cocoa Beach)
- Prepared original Comprehensive Plan for City of Rockledge 1988.
- Charter update and Land Development Code, major revisions (Cocoa Beach)
- Multiple Road improvement projects

Education

Bachelor of Science, Troy State University
 Master of Science, University of Southern Mississippi (City Planning)

Volunteer Work

Board of Directors - Keep Brevard Beautiful
 Board of Directors - Cocoa Beach Regional Chamber of Commerce (Board Chainman 2020)
 Commissioner - Florida Law Enforcement Accreditation Commission
 Board of Directors - Central Brevard Sharing Center
 Board of Directors - Brevard Homeless Coalition
 Indian River National Estuary Program, Management Committee
 Board of Directors - Florida City & County Management Association
 Brevard District 4 Recreation, Past Chairman



Dana Blickley, CFA, Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

(321) 264-6700

www.BCPAO.us

Disclaimer

REAL PROPERTY DETAILS
Account 2963382 - Roll Year 2024

Owners	ESPANET, CHRISTOPHER L
Mailing Address	345 NW 3RD AVE DELRAY BEACH FL 33444
Site Address	5610 HIGHWAY A1A UNIT 1 MELBOURNE BEACH FL 32951
Parcel ID	29-38-10-00-788.A
Taxing District	3400 - UNINCORP DISTRICT 3
Exemptions	NONE
Property Use	0040 - CONDOMINIUM UNIT - VACANT LAND
Total Acres	0.70
Site Code	--
Plat Book/Page	0000/0000
Subdivision	--
Land Description	CASSEEKKE TRAILS CONDO UNIT 1 CASSEEKKE TRAILS CONDO AS DESC IN ORB 5460 PG 2504 AND ALL AMENDMENTS THERETO



CONDO COMMON AREA INFORMATION

Name	CASSEEKKE TRAILS CONDO	Pools	0
Number	1224	Elevators	0
Account	2963384	Tennis Courts	0
Parcel ID	29 3810-00-788.X-A	Spas	0
Units	--	Docks	0
Buildings	--	Gate Entry	0
Floors	--	Waste Chute	No
Rec Hall	0	Laundry	No

VALUE SUMMARY

Category	2024	2023	2022
Market Value	\$225,000	\$155,000	\$130,000
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$146,410	\$133,100	\$121,000
Assessed Value School	\$225,000	\$155,000	\$130,000
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$146,410	\$133,100	\$121,000
Taxable Value School	\$225,000	\$155,000	\$130,000

SALES / TRANSFERS

Date	Price	Type	Instrument
07/13/2005	\$250,000	WD	5503/1935

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0040 - CONDOMINIUM UNIT - VACANT LAND

Materials		Details	
No Data Found	No Data Found	Year Built	0
		Story Height	--
		Floors	--
		Residential Units	1
		Commercial Units	0
Sub-Areas		Extra Features	
Non 9K Condo	0	No Data Found	
Total Base Area	0		
Total Sub Area	0		