

Prepared by: Kimberly Bonder Rezanka  
Address: Cantwell & Goldman, P.A.  
96 Willard Street, Ste. 302  
Cocoa, FL 32922

## BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and JSFS LAND TRUST (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 RA-2-6 zoning classification(s) and desires to develop the Property as townhomes, 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, successor 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 density to five (5) units per acre, or a maximum

of 49 units, and height to two (2) stories, inclusive of parking, and may be further restricted by any changes to the Comprehensive Plan or the Land Development Regulations. The vertical height of the building walls, from current grade of the Property to the highest bearing point of the roof trusses or roof joists for the single-family attached buildings, will be a maximum of 26 feet. The top of window height shall not exceed 26' above current grade of Property. The 26' height to bearing point of roof trusses or roof joists shall include any fill necessary for the project.

3. All buildings will be setback a minimum of 60' from the east property line.

The minimum 60' total distance from the east property line to building would include a minimum 15' wide subdivision buffer tract adjacent to the property line, a 22-24' wide driveway tract and shoulder, and 20' setback to the building from the internal road/driveway.

4. The Developer/Owner shall have one ingress and egress from the Property to Ranch Road (a/k/a Kings Highway). The entrance to the project shall be located on the eastern edge of the Property, between the single-family homes (adjacent property) to the east and the townhome buildings (on Property).

5. The Developer/Owner shall design, permit and construct improvements to Ranch Road to County standards to provide paved access from the project entrance to Grissom Parkway or any portion of Ranch Road paved to County standards that connects with Grissom Parkway. The Ranch Road improvements shall receive a certificate of completion prior to the issuance of a certificate of occupancy for any structure. The proposed Ranch Road improvements include a twenty-two foot (22 ft.) flush shoulder roadway with an open swale/ditch conveyance system. The Developer/Owner may be entitled to transportation impact fee credits or reimbursement for the costs of engineering, permitting and construction.

6. Developer/Owner shall not utilize the area marked as "425" on the southwest portion of the attached Environmental Survey map, Exhibit "B", for any development and will leave it in its natural state.

7. Developer/Owner shall provide and maintain a landscape buffer along the entire

east and west property lines of its Property. The landscape buffer will be designed to be 80% opaque from the ground to the roof edge of the townhomes that face east and west before certificate of occupancies of the townhome units are issued. While complete opacity of 100% is the goal at 11'-15' above average adjacent finished floor elevation (FFE) at certificate of occupancy, Developer/Owner is committing to 80%. The landscape buffer may include preserved trees, an opaque fence, Cedar, Oak, Pine, Silver or Black Bamboo, Silver Buttonwood, Fakatchee Grass and Muhly Grass. The landscape buffer may be placed in the 15' subdivision buffer tract. The landscape plan must be approved by the County.

8. Based upon the distance of 60' from the adjacent property line to the east, a 14.5 degree angle line-of-sight buffer from the adjacent homes setback of 20', for the average 6' tall person. Therefore, an 80% opaque buffer at certificate of occupancy will be required at 11' height above the adjacent single family detached residences' average FFE at the property line. At 15' from the property line (the inner limit of the buffer tract) the 80% opacity height above average adjacent FFE would be 15'. See Exhibit "C".

9. Developer/Owner also commits to an 80% opaque buffer between the single-family homes to the west of the Property and the townhome units at certificate of occupancy.

10. The landscape buffer shall satisfy all conditions contained herein and be installed by Developer/Owner before issuance of any temporary or permanent certificate of completion or certificate of occupancy. The Property may be developed in two phases, East and West, and the issuance of temporary or permanent certificate of completion or certificate of occupancy may be issued per phase. Developer/Owner shall be responsible for the continuing maintenance of the landscape buffer, until transfer to the Association that will maintain the common tracts, and will be required to post a maintenance bond or performance pursuant to County Code requirements as agreed with County Staff. To maintain plant viability, project construction shall not drain to the landscape buffer tract. No parking, retention, fill or structures, other than permitted fences, shall be permitted within the landscape buffer tract. Existing

drainage to the buffer shall not be impeded.

11. The landscape buffer must be maintained in perpetuity after installation and after transfer to the Association. The removal of the County-approved landscape buffer, in part or in whole, is a violation of this Agreement. Any removal of vegetation must be replaced with like kind or through a revised landscape plan approved by Brevard County. The County shall have the right to access and inspect the landscape buffer tract upon reasonable notice to the Developer or Owner to ensure compliance with the terms of the Agreement.

12. 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 the Property. All exhibits hereto are demonstrative only and do not vest any rights whatsoever.

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

14. 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 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 11/12/19. In the event the subject Property is annexed into a municipality and rezoned, this Agreement shall be null and void.

15. Violation of this Agreement will also constitute a violation of the Zoning Classification and this Agreement may be enforced by Sections 1.7 and 62-5, Code of Ordinances of Brevard County, Florida, as may be amended.

16. 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 15, above.

IN WITNESS THEREOF, the parties hereto have caused this document 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

\_\_\_\_\_  
Scott Ellis, Clerk  
(SEAL)

\_\_\_\_\_  
Bryan Lober, Chair  
As approved by the Board on: \_\_\_\_\_

WITNESSES:

JSFS LAND TRUST

\_\_\_\_\_  
Rivka Shapiro  
(Witness Name typed or printed)

BY: \_\_\_\_\_  
JACOB SHAPIRO, TRUSTEE  
200 W. 108<sup>th</sup> St., New York, NY 10025  
(Address)

STATE OF New York  
COUNTY OF New York ss:

Subscribed and sworn to before me this 7<sup>th</sup> day of December, 2019, personally appeared JACOB SHAPIRO, as TRUSTEE of the JSFS LAND TRUST, who is personally known to me or who has produced Israel Passport as identification, and who did/did not take an oath.

\_\_\_\_\_  
Notary Public  
BONNIE LEUNG  
Notary Public - State of New York  
NO. 01LE6264261  
Qualified in New York County  
My Commission Expires 06/25/2020

My Commission expires: 06/25/2020  
SEAL  
Commission No.: 01LE6264261

\_\_\_\_\_  
(Name typed, printed or stamped)

WITNESSES:

JSFS LAND TRUST

10.22.2019

BY: \_\_\_\_\_

FAYE SHAPIRO, TRUSTEE

Rivka Shapiro

(Witness Name typed or printed)

\_\_\_\_\_  
(Address)

STATE OF \_\_\_\_\_ )

ss:

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared FAYE SHAPIRO, as TRUSTEE of the JSFS LAND TRUST, who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did/did not take an oath.

\_\_\_\_\_  
Notary Public

My Commission expires:

SEAL

Commission No.:

\_\_\_\_\_  
(Name typed, printed or stamped)

## Legal Description

Parcel Id: 23-35-15-BB-\*-147.01

The East ½ of Tracts 147 and 150, Cocoa Indian River Properties, according to the Plat thereof, as recorded in Plat Book 5, Page 7 of the Public Records of Brevard County, Florida.

**Exhibit "A"**



Source: Brevard County Property Appraiser

Codes referenced to the Florida Land Use Cover and Forms Classification System (FLUCFCS); site assessment conducted by ACES LLC on June 17, 2019



**Fig. 4 - Environmental Survey Map**  
**ACES File No. 1961 - Parcel 147.01, Ranch Rd.**

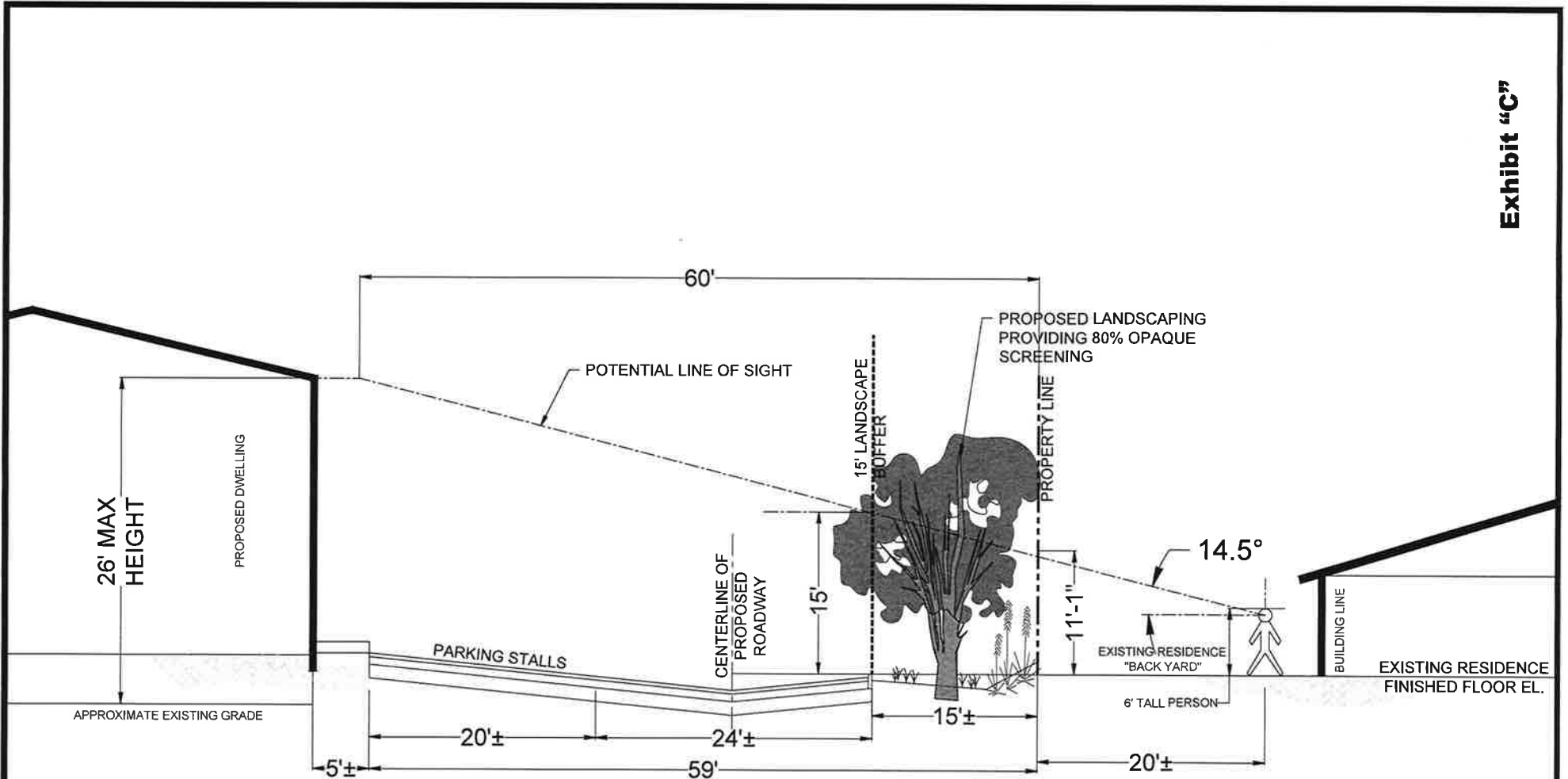
□ - Subject Site

~ - FLUCFCS Community Boundaries

■ - On-Site Wetlands, + 6.10 Acres

310 - Herbaceous  
 411 - Pine Flatwoods  
 425 - Temperate Hardwoods  
 427 - Live Oak  
 610 - Wetland Hardwood Forest





SOHO VILLAS  
PORT ST. JOHN, FL.  
UPDATED 110719

CONSULTING CIVIL ENGINEERS, INC.



3050 BOBBI LANE SUITE 118 - TITUSVILLE, FLORIDA 32795  
PH: (321) 268-8200 - WEB PAGE: WWW.CCEI.COM - CERT. AUTH. NO. 00007522

# AFFIDAVIT

January 11, 2020

Personally came and appear before me, the undersigned Notary, Mrs. Rivka Shapiro and her son Mr. Jacob Shapiro who are residents of this State, and make this statement and Affidavit upon oath and affirmation of belief and personal knowledge that the following matters set forth are true and correct:

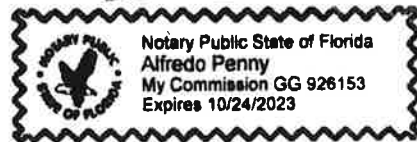
1<sup>st</sup> - JSF Land Trust is the Owner of Parcel Number 23-35-15-BB-00000.0-0147.01 as recorded on March 8, 2010 in Book 6124, page 2988 of the Public Records of Brevard County, Florida.

2<sup>nd</sup> - As per JSF Land Trust articles of incorporation each of the Trustees, Jacob Shapiro, as Trustee and Faye Shapiro as Trustee have the power to bind the property mentioned above without the signature of the other Trustee.

Rivka Shapiro Affiant

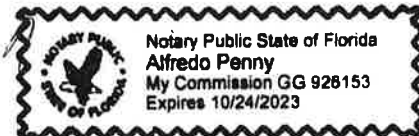
Jacob Shapiro Affiant

SIGNED BEFORE ME  
ON JANUARY 12 - 2020  
ID DL. 5160-737-48-664-C



ALFREDO PENNY

SIGNED BEFORE ME  
ON JANUARY 12 - 2020  
ID PASSPORT ISRAEL  
# 20018008



ALFREDO PENNY

מס' 112/19 No

**AUTHENTICATION OF SIGNATURE**

**אימות חתימה**

I, the undersigned, **Eli Murlakov, Notary,**  
**Holding licenesce No. 2022718**  
52, Nahalat Benyamin Street, Tel-Aviv, Israel

אני הח"מ אלי מורלקוב, נוטריון  
מספר נוטריון 2022718  
מר'ח' נחלת בנימין 52, תל-אביב

Hereby certify that on 26.12.2019

26.12.19 מאשר בזה כי ביום

There appeared before me

ניצב לפני במשרדי

Mr./ Ms. Faye SHAPIRO  
Whose identity card/ Israeli passport  
21591366  
Issued by the Ministry of  
Interior in Nat Bag Airport  
On June 2, 2014

מר' גב פיי שפירו  
שזהותו הוכחה לי על פי ת"צ/דרכון ישראלי  
מס 21591366 שהוצאה ע"י  
משרד הפנים בנתבג  
ביום 2 ביוני 2014

And who signed of his/her own free will the  
attached document marked "A".

וחתם מרצונו החופשי על המסמך  
המצורף והמסומן באות "א".

In witness whereof I hereby authenticate  
the signature of **Faye SHAPIRO**

ולראייה הנני מאמת את חתימתו של  
פיי שפירו

By my own signature and seal this

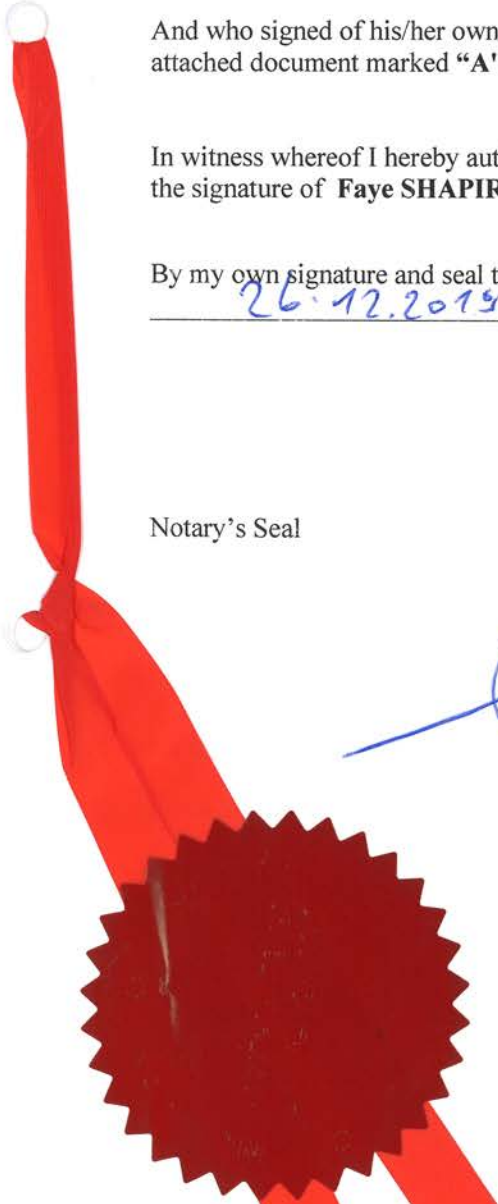
26.12.2019

בחתימת ידי ובחותמי היום  
26.12.19

שכ"ט שולם

Notary's Seal

חתימת הנוטריון



Prepared by: Kimberly Bonder Rezanka  
Address: Cantwell & Goldman, P.A.  
96 Willard Street, Ste. 302  
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### RECITALS

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4. The Developer/Owner shall have one ingress and egress from the Property to Ranch Road (a/k/a Kings Highway). The entrance to the project shall be located on the eastern edge of the Property, between the single-family homes (adjacent property) to the east and the townhome buildings (on Property).

5. The Developer/Owner shall design, permit and construct improvements to Ranch Road to County standards to provide paved access from the project entrance to Grissom Parkway or any portion of Ranch Road paved to County standards that connects with Grissom Parkway. The Ranch Road improvements shall receive a certificate of completion prior to the issuance of a certificate of occupancy for any structure. The proposed Ranch Road improvements include a twenty-two foot (22 ft.) flush shoulder roadway with an open swale/ditch conveyance system. The Developer/Owner may be entitled to transportation impact fee credits or reimbursement for the costs of engineering, permitting and construction.

6. Developer/Owner shall not utilize the area marked as "425" on the southwest portion of the attached Environmental Survey map, **Exhibit "B"**, for any development and will leave it in its natural state.

7. Developer/Owner shall provide and maintain a landscape buffer along the entire



of 49 units, and height to two (2) stories, inclusive of parking, and may be further restricted by any changes to the Comprehensive Plan or the Land Development Regulations. The vertical height of the building walls, from current grade of the Property to the highest bearing point of the roof trusses or roof joists for the single-family attached buildings, will be a maximum of 26 feet. The top of window height shall not exceed 26' above current grade of Property. The 26' height to bearing point of roof trusses or roof joists shall include any fill necessary for the project.

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9. Developer/Owner also commits to an 80% opaque buffer between the single-family homes to the west of the Property and the townhome units at certificate of occupancy.

10. The landscape buffer shall satisfy all conditions contained herein and be installed by Developer/Owner before issuance of any temporary or permanent certificate of completion or certificate of occupancy. The Property may be developed in two phases, East and West, and the issuance of temporary or permanent certificate of completion or certificate of occupancy may be issued per phase. Developer/Owner shall be responsible for the continuing maintenance of the landscape buffer, until transfer to the Association that will maintain the common tracts, and will be required to post a maintenance bond or performance pursuant to County Code requirements as agreed with County Staff. To maintain plant viability, project construction shall not drain to the landscape buffer tract. No parking, retention, fill or structures, other than permitted fences, shall be permitted within the landscape buffer tract. Existing



drainage to the buffer shall not be impeded.

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12. 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 the Property. All exhibits hereto are demonstrative only and do not vest any rights whatsoever.

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

14. 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 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 \_\_\_\_\_. In the event the subject Property is annexed into a municipality and rezoned, this Agreement shall be null and void.

15. Violation of this Agreement will also constitute a violation of the Zoning Classification and this Agreement may be enforced by Sections 1.7 and 62-5, Code of Ordinances of Brevard County, Florida, as may be amended.

16. Conditions precedent. All mandatory conditions set forth in this Agreement







WITNESSES:

JSFS LAND TRUST

\_\_\_\_\_

BY: Faye Shapiro

FAYE SHAPIRO, TRUSTEE

\_\_\_\_\_  
(Witness Name typed or printed)

Kedem 123, Tel Aviv, Israel  
(Address)

STATE OF \_\_\_\_\_ )

ss:

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

Subscribed and sworn to before me this 26<sup>th</sup> day of December, 2019, personally appeared FAYE SHAPIRO, as TRUSTEE of the JSFS LAND TRUST, who is personally known to me or who has produced the Israeli Passport as identification, and who did/did not take an oath.

[Signature]  
Notary Public



My Commission expires:

SEAL

Commission No.:

\_\_\_\_\_  
(Name typed, printed or stamped)



Law Offices of  
**CANTWELL & GOLDMAN, P.A.**

[www.cfglawoffice.com](http://www.cfglawoffice.com)

Bradly Roger Bettin, Sr.  
William H. Cantwell, II (Deceased)  
Samantha J. Ghanayem  
Mitchell S. Goldman  
Robyn W. Hattaway <sup>1</sup>  
Matthew J. Monaghan  
Kimberly Bonder Rezanka  
Jay R. Thakkar

96 Willard Street, Suite #302  
Cocoa, FL 32922-7947  
Telephone: (321) 639-1320  
Facsimile: (321) 639-9950

<sup>1</sup> Also Member of Georgia Bar

February 13, 2020

**VIA EMAIL & HAND DELIVERY: [jad.brewer@brevardfl.gov](mailto:jad.brewer@brevardfl.gov)**

Jad M. Brewer  
Brevard County Attorney's Office  
Bldg C, Room 308  
2725 Judge Fran Jamieson Way  
Viera, FL 32940-6605

**Re: BDP for JSFS Land Trust**

Dear Jad:

Attached please find the Affidavit of No-Mortgage executed by Jacob Shapiro, Trustee of the JSFS Land Trust with regard to the above-referenced BDP. I am emailing you this today, but the original Affidavit will be hand-delivered to the County on Monday.

Additionally, I have reviewed a fully-executed copy of the JSFS Restated Land Trust executed by Rivka Shapiro, Jacob Shapiro and Faye Shapiro. I have had written correspondence with the Grantor/Beneficiary of the Trust, and agree that Jacob Shapiro and Faye Shapiro are the Trustees with the power to bind the Trust and to execute the BDP.

If you should have any additional questions, or require any additional documentation, please do not hesitate to contact me.

Sincerely,



Kimberly B. Rezanka

*KBR:plc*

*Enclosures*

AFFIDAVIT OF NO MORTGAGE

I, JACOB SHAPIRO, Trustee of JSFS Land Trust, after being duly sworn, deposes and says:

- 1. JSFS Land Trust is the owner of the real property as more particularly described in Exhibit "A" attached hereto
- 2. There are no mortgages on the Property

Dated FEB 8 January 8, 2020.

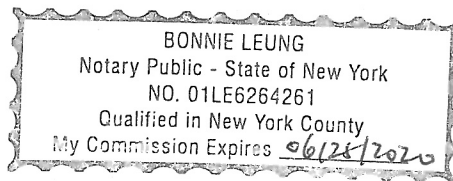
By: [Signature], Trustee  
JSFS Land Trust

STATE OF New York  
COUNTY OF New York

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 8<sup>th</sup> date of February, 2020 by JACOB SHAPIRO Trustee of the JSFS Land Trust, who is personally known to me or who has produced ISRAEL Passport as identification.

My commission expires  
SEAL  
Commission No.:

[Signature]  
Notary Public  
BONNIE LEUNG  
(Name typed, printed or stamped)



## Legal Description

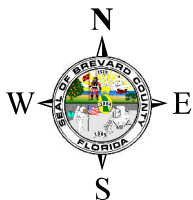
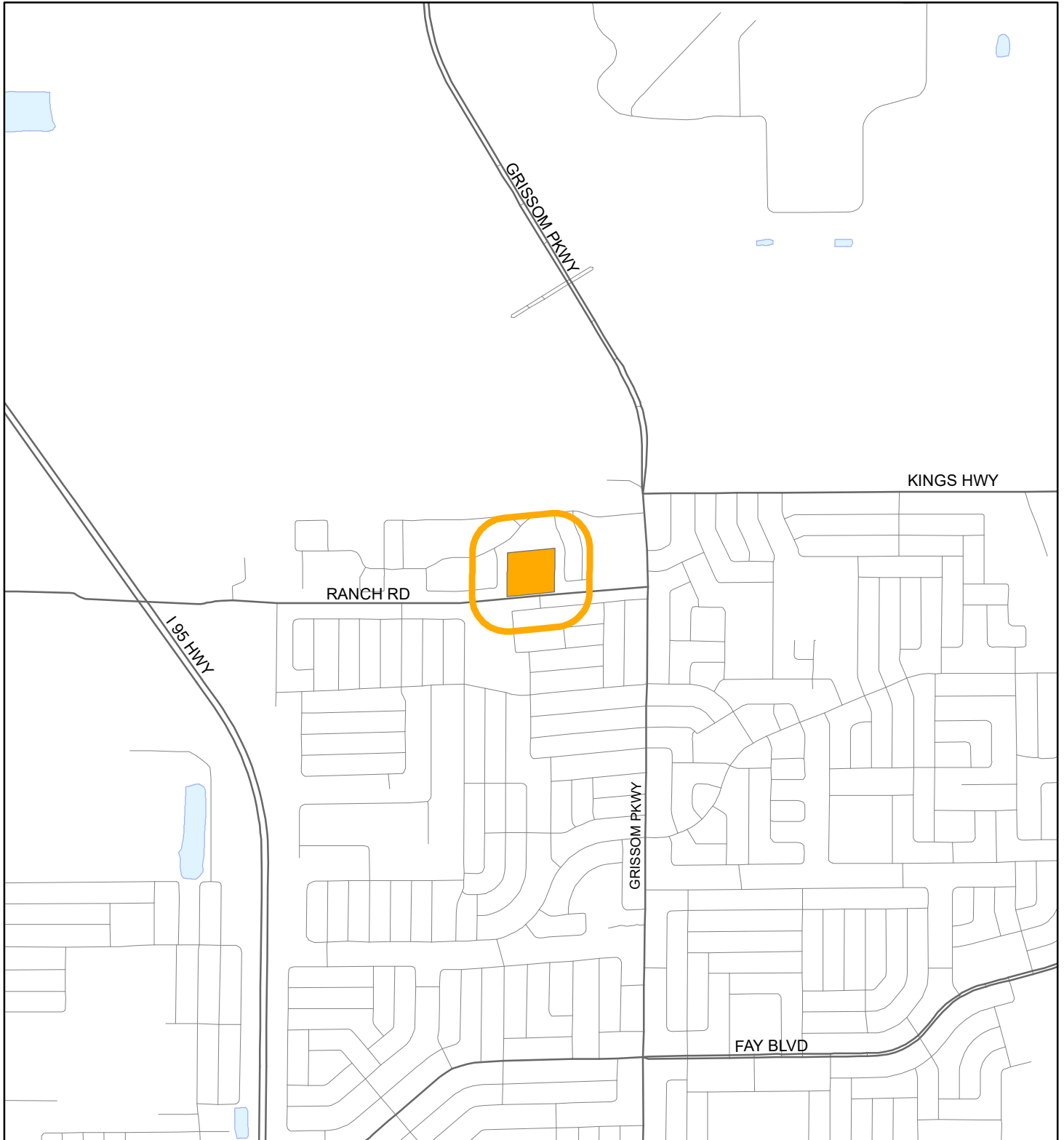
Parcel Id: 23-35-15-BB-\*-147.01

The East ½ of Tracts 147 and 150, Cocoa Indian River Properties, according to the Plat thereof, as recorded in Plat Book 5, Page 7 of the Public Records of Brevard County, Florida.

**Exhibit "A"**

# LOCATION MAP

JSFS LAND TRUST; JACOB SHAPIRO, AS TRUSTEE, AND FAYE SHAPIRO, AS TRUSTEE  
19PZ00063





1:24,000 or 1 inch = 2,000 feet

Buffer Distance: 500 feet

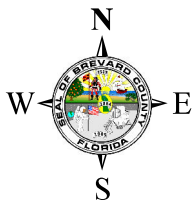
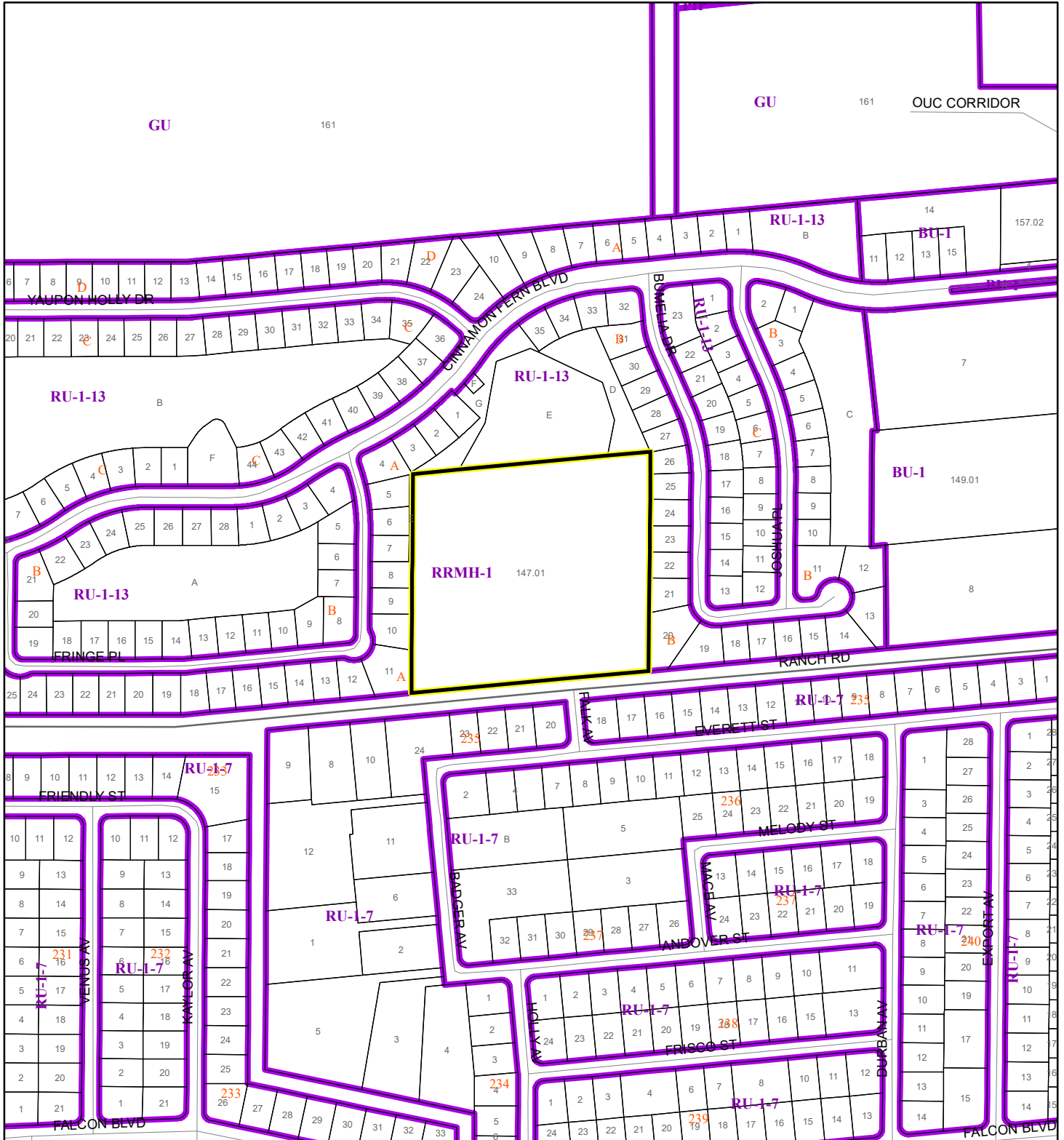
This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 5/7/2019


-  Buffer
-  Subject Property

# ZONING MAP

JSFS LAND TRUST; JACOB SHAPIRO, AS TRUSTEE, AND FAYE SHAPIRO, AS TRUSTEE  
19PZ00063



1:4,800 or 1 inch = 400 feet

 Subject Property

 Parcels

 Zoning

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: 5/7/2019

## PUBLIC HEARINGS

Planning and Zoning Board  
Monday, August 5, 2019, at 3:00 p.m.  
and  
Brevard County Board of County Commissioners  
Thursday, September 5, 2019, at 5:00 p.m.  
Both at the  
Brevard County Government Center  
2725 Judge Fran Jamieson Way, Building C, Commission Room, Viera, Florida

The Board of County Commissioners may approve or deny the requested classification, or may approve a classification of lesser intensity than that requested.

### **New Business, Re: Chair and Vice Chair Elections**

1. **John Csanyi** requests a change of zoning classification from GU (General Use) to AU (Agricultural Residential). The property is 2.09 acres, located on the north side of Date Palm Street, approximately 468 feet west of Florida Palm Avenue. (5480 Date Palm Street, Cocoa) (19PZ00069) (District 1)

**Planning and Zoning Board Recommendation:** Lawandales/Moia – Approved. The vote was unanimous.

**Board of County Commissioners Action:** Pritchett/Lober – Approved as recommended.

2. **Kevin S. and Christina M. Langille** request a change of zoning classification from RR-1 (Rural Residential) to AU (Agricultural Residential). The property is 8.88 acres, located on the south side of James Road, approximately 0.30 mile east of Friday Road. (4545 James Road, Cocoa) (19PZ00078) (District 1)

**Planning and Zoning Board Recommendation:** McLellan/Moia – Approved. The vote was unanimous.

**Board of County Commissioners Action:** Pritchett/Lober – Approved as recommended. The vote was unanimous.

3. **MDP Properties, LLC; Rojo Holdings of Florida, LLC; and Randall S. and Kaye T. Bratcher, Trustees** (Franklin Kelley or Robi Roberts) request a change of zoning classification from RU-2-10 (Medium Density Multi-Family Residential) and RU-1-13 (Single-Family Residential) to RU-2-12 (Medium Density Multi-Family Residential). The property is 5.04 acres, located on the east side of North U.S. Highway 1, Cocoa, approximately 213 feet south of Mac Arthur Circle. (5080, 5090, 5094, 5130, 5140, 5150, and 5160 North U.S. Highway 1, Cocoa) (19PZ00079) (District 1)

**Planning and Zoning Board Recommendation:** Lawandales/Moia – Approved. The vote was unanimous.

**Board of County Commissioners Action:** Pritchett/Lober – Approved with a BDP (Binding Development Plan), recorded on December 13, 2019, in Official Records Book 8613, Pages 793 – 796, requiring onsite sewage treatment disposal systems (OSTDS) that meet or exceed a 70% reduction in total nitrogen (TN). Alternatively, the project may connect up to sanitary sewer system. The vote was unanimous. The BDP will be scheduled as a Consent Item on a subsequent County Commission agenda, per Policy BCC-52. Resolution to be completed upon receipt of recorded BDP.

4. **Marker 24 Marina, LLC; and Marker 24 Development, LLC** (Yane Zana and Peter Black) request a CUP (Conditional Use Permit) for Mitigating a Non-Conforming Commercial Marina, in an RU-1-11 (Single-Family Residential) zoning classification. The property is 6.24 acres, located on the west side of South Banana River Drive, approximately 200 feet north of Orris Avenue. (1357, 1360, and 1385 South Banana River Drive; and 1880 West Virginia Avenue, Merritt Island) (19PZ00080) (District 2) THIS ITEM HAS BEEN AUTOMATICALLY TABLED TO THE AUGUST 19, 2019, LOCAL PLANNING AGENCY MEETING.
  
5. **JSFS Land Trust, Jacob Shapiro and Faye Shapiro, as Trustees** (Kim Rezanka) request a Small Scale Comprehensive Plan Amendment to change the Future Land Use designation from Residential 4 to Residential 6. The property is 9.79 acres, located on the north side of Ranch Road, approximately 0.25 mile west of Grissom Parkway. (No assigned address. In the Cocoa area.) (19PZ00062) (District 1) This item was tabled from the July 8, 2019, Planning and Zoning meeting at the request of the applicant.

**Local Planning Agency Recommendation:** Moia/Glover – Approved. The vote was 5:3, with Lawandales, Theodore, and Bartcher voting nay.

**Board of County Commissioners Action:** Pritchett/Smith – Tabled to the October 3, 2019, Commission meeting at the request of the applicant. The vote was unanimous.

**Board of County Commissioners Action of 10/03/19:** Pritchett/Lober – Tabled to the October 22, 2019, Regular Commission meeting.

**Board of County Commissioners Action of 10/22/19:** Pritchett/Lober – Tabled to the November 12, 2019, Regular Commission meeting.

**Board of County Commissioners Action of 11/12/19:** Pritchett/Lober – Approved. The vote was unanimous.

6. **JSFS Land Trust, Jacob Shapiro and Faye Shapiro, as Trustees** (Kim Rezanka) request a change of zoning classification from RRMH-1 (Rural Residential Mobile Home) to RA-2-6 (Single-Family Attached Residential). The property is 9.79 acres, located on the north side of Ranch Road, approximately 0.25 mile west of Grissom Parkway. (No assigned address. In the Cocoa area.) (19PZ00063) (District 1) This item was tabled from the July 8, 2019, Planning and Zoning meeting at the request of the applicant.

**Planning and Zoning Board Recommendation:** Moia/McLellan - Approved the requested change of zoning classification from RRMH-1 (Rural Residential Mobile Home) to RA-2-6 (Single-Family Attached Residential) with a BDP (Binding Development Plan) limited to a maximum 49 units, the area marked as 425 on the conceptual plan submitted 08/05/19 shall not be developed and shall be left in its natural state, and access shall be on Falk Road. The vote was 6:2, with Lawandales and Bartcher voting nay.

**Board of County Commissioners Action:** Pritchett/Smith – Tabled to the October 3, 2019, Commission meeting at the request of the applicant. The vote was unanimous.

**Board of County Commissioners Action of 10/03/19:** Pritchett/Lober – Tabled to the October 22, 2019, Regular Commission meeting.

**Board of County Commissioners Action of 10/22/19:** Pritchett/Lober – Tabled to the November 12, 2019, Regular Commission meeting.

**Board of County Commissioners Action of 11/12/19:** Pritchett/Lober – Approved with a



BDP (Binding Development Plan) as submitted. The vote was unanimous. The BDP will be scheduled as a Consent Item on a subsequent County Commission agenda, per Policy BCC-52. Resolution to be completed upon receipt of recorded BDP.

7. **Barbara J. and Joseph J. Tulske, Jr.** (Rodney Honeycutt) request an amendment to an existing BDP (Binding Development Plan), in a BU-2 (Retail, Warehousing, and Wholesale Commercial) zoning classification. The property is 1.55 acres, located on the southeast corner of Tangerine Avenue and North Tropical Trail. (140 North Tropical Trail, Merritt Island) (18PZ00159) (District 2) This item was tabled from the July 22, 2019, Local Planning Agency meeting.

**Planning and Zoning Board Recommendation:** Lawandales/Moia – Approved the requested amendment to an existing BDP, with the following limitations: the uses on the property shall be limited to recreational vehicle display/sales with detailing and minor repairs; the only access to the site will be from the existing access on North Tropical Trail and the existing access on Tangerine Avenue; an opaque access gate on North Tropical Trail; the property shall be completely buffered by a combination of plantings, fence, and the opaque gate on North Tropical Trail; parking of vehicles or equipment from any use on the site will not be allowed outside the property; and approved the additional stipulation that no other BU-2 uses shall be permitted. Any other uses of the subject property shall be limited to those within the Brevard County Land Development Code under the BU-1 commercial zoning classification listed as “permitted uses”. The vote passed unanimously.

**Board of County Commissioners Action:** Lober/Tobia – Approved as recommended, with a BDP, recorded on December 13, 2019, in Official Records Book 8613, Pages 815 – 820, with the following conditions: the uses on the property shall be limited to recreational vehicle display/sales with detailing and minor repairs; the only access to the site will be from the existing access on North Tropical Trail and the existing access on Tangerine Avenue; an opaque access gate on North Tropical Trail; the property shall be completely buffered by a combination of plantings, fence, and the opaque gate on North Tropical Trail; parking of vehicles or equipment from any use on the site will not be allowed outside the property; and approved the additional stipulation that no other BU-2 uses shall be permitted. Any other uses of the subject property shall be limited to those within the Brevard County Land Development Code under the BU-1 commercial zoning classification listed as “permitted uses”.



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November 13, 2019

MEMORANDUM

TO: Tad Calkins, Planning and Development Director

RE: Item H.2., JSFS Land Trust, Jacob and Faye Shapiro, Trustee (Kim Rezanka) Requests a Change of Zoning Classification from RRMH-1 to RA-2-6 (19PZ00063)

The Board of County Commissioners, in regular session on November 12, 2019, approved the change of zoning classification from RRMH-1 (Rural Residential Mobile Home) to RA-2-6 (Single-Family Attached Residential) with a Binding Development Plan (BDP) as submitted with the following modifications: limiting the development to 49 units, no more than five (5) units per acre, and allow the applicant to phase the projects and buffers.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Rowe*

Tammy Rowe, Deputy Clerk

/cmw

