

Brevard County
Planning and Zoning Board/ Local Planning
Agency

May 5, 2022

-PRESENTED ON BEHALF OF-
Charles Donaldson

Item # H.1. Charles K. Donaldson requests a
Small Scale Comprehensive Plan Amendment
(22s.04) to change the Future Land Use
designation from RES 1 to RES 4.

KIMBERLY BONDER REZANKA, ESQ.
Lacey Lyons Rezanka
1290 Rockledge, Blvd. Suite 201
Rockledge, FL
32955



Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

Phone: (321) 264-6700

<https://www.bcpao.us>

PROPERTY DETAILS

Account 2416959
 Owners DONALDSON, CHARLES K
 Mailing Address 1605 N TROPICAL TRL MERRITT ISLAND FL 32953
 Site Address 1605 N TROPICAL TRL MERRITT ISLAND FL 32953
 Parcel ID 24-36-22-00-7
 Property Use 6910 - NURSERY - WITH RESIDENCE
 Exemptions HEX1 - HOMESTEAD FIRST
 HEX2 - HOMESTEAD ADDITIONAL
 Taxing District 2200 - UNINCORP DISTRICT 2
 Total Acres 7.66
 Subdivision ---
 Site Code 0110 - RIVER FRONT
 Plat Book/Page 0000/0000
 Land Description PART OF LOT 2 & PT OF SW 1/4 OF NE 1/4 AS DESC
 IN DB X PG 457, ORB 2005 PG 904 EXC ORB 410 PG
 416, 3151 PG 4903 PAR 8, 9, 10.1

VALUE SUMMARY

Category	2021	2020	2019
Market Value	\$482,080	\$440,400	\$439,120
Agricultural Land Value	\$1,500	\$1,500	\$1,040
Assessed Value Non-School	\$385,210	\$379,860	\$389,980
Assessed Value School	\$385,210	\$379,860	\$389,980
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	\$335,210	\$329,860	\$339,980
Taxable Value School	\$360,210	\$354,860	\$364,980

SALES/TRANSFERS

Date	Price	Type	Instrument
02/02/2022	\$79,500	QC	9402/1920
01/11/2017	---	QC	7806/0314
12/12/2003	---	QC	5148/0281
11/01/1975	\$23,400	PT	1576/0592

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials	Details	
Exterior Wall:	BRD/LAP SIDING	Year Built 1901
Frame:	WOOD FRAME	Story Height 8
Roof:	SHEET METAL	Floors 2
Roof Structure:	HIP/GABLE	Residential Units 1
		Commercial Units 0

Sub-Areas	Extra Features	
Base Area (1st)	Fireplace	1
Base Area (2nd)	Outbuilding	140
Open Porch		297
Open Porch		708



Total Base Area	1,880
Total Sub Area	2,885

PROPERTY DATA CARD #2

Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials

Exterior Wall:	WOOD SHINGLES
Frame:	WOOD FRAME
Roof:	ASPH/ASB SHNGL
Roof Structure:	HIP/GABLE

Details

Year Built	1950
Story Height	8
Floors	2
Residential Units	1
Commercial Units	0

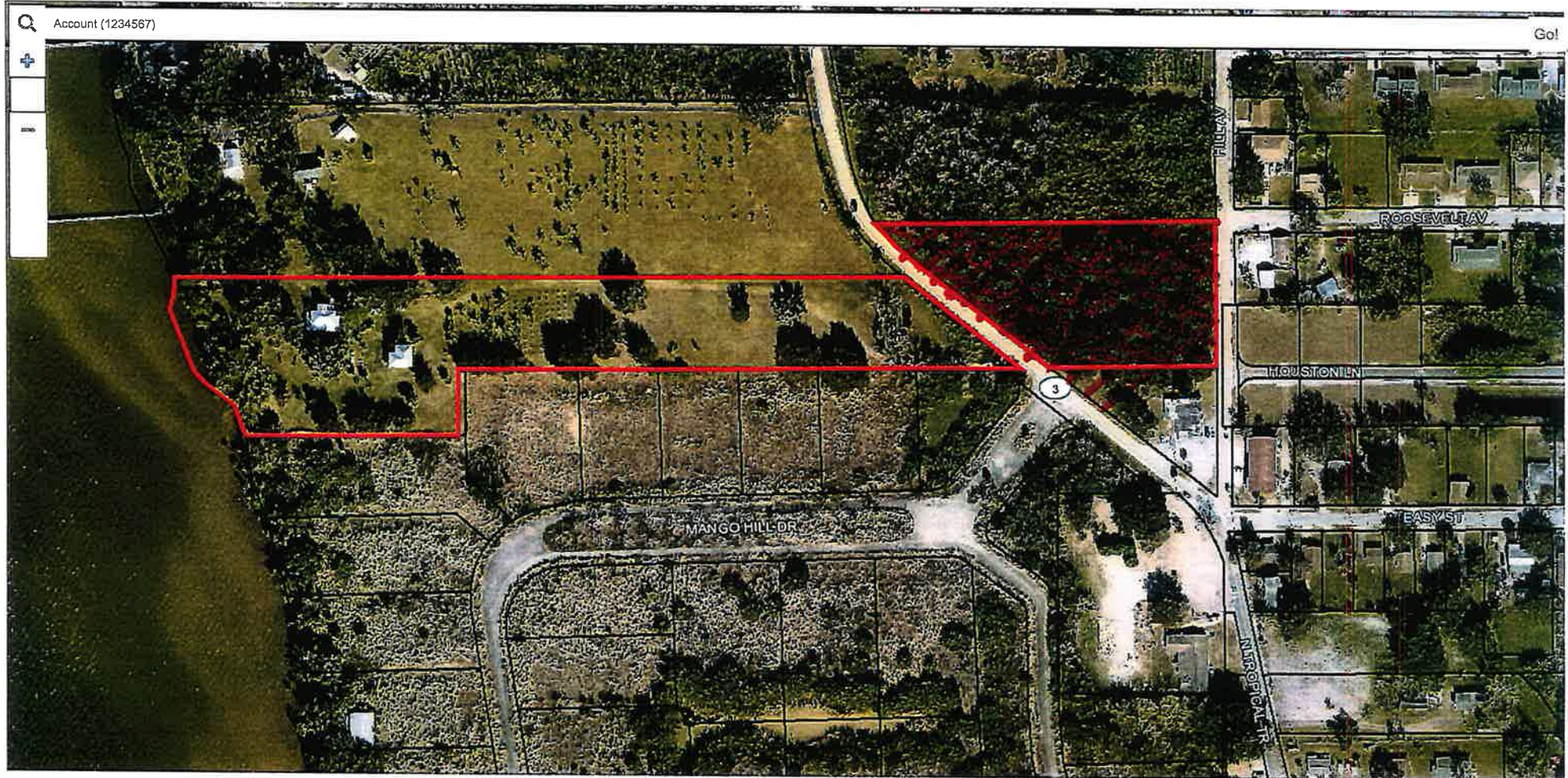
Sub-Areas

Base Area (1st)	768
Garage	600
Open Porch	180
Open Porch	100
Screen Porch	90
Utility Room	168
Total Base Area	768
Total Sub Area	1,906

Extra Features

No Data Found

2



Account: 2416959 Parcel ID: 24-36-22-00-7
 Sale: 2/2/2022 \$79,500
 BCPAO Market Value: \$482,080
 Owners: DONALDSON, CHARLES K
 Address: 1605 N TROPICAL TRL MERRITT ISLAND FL 32953

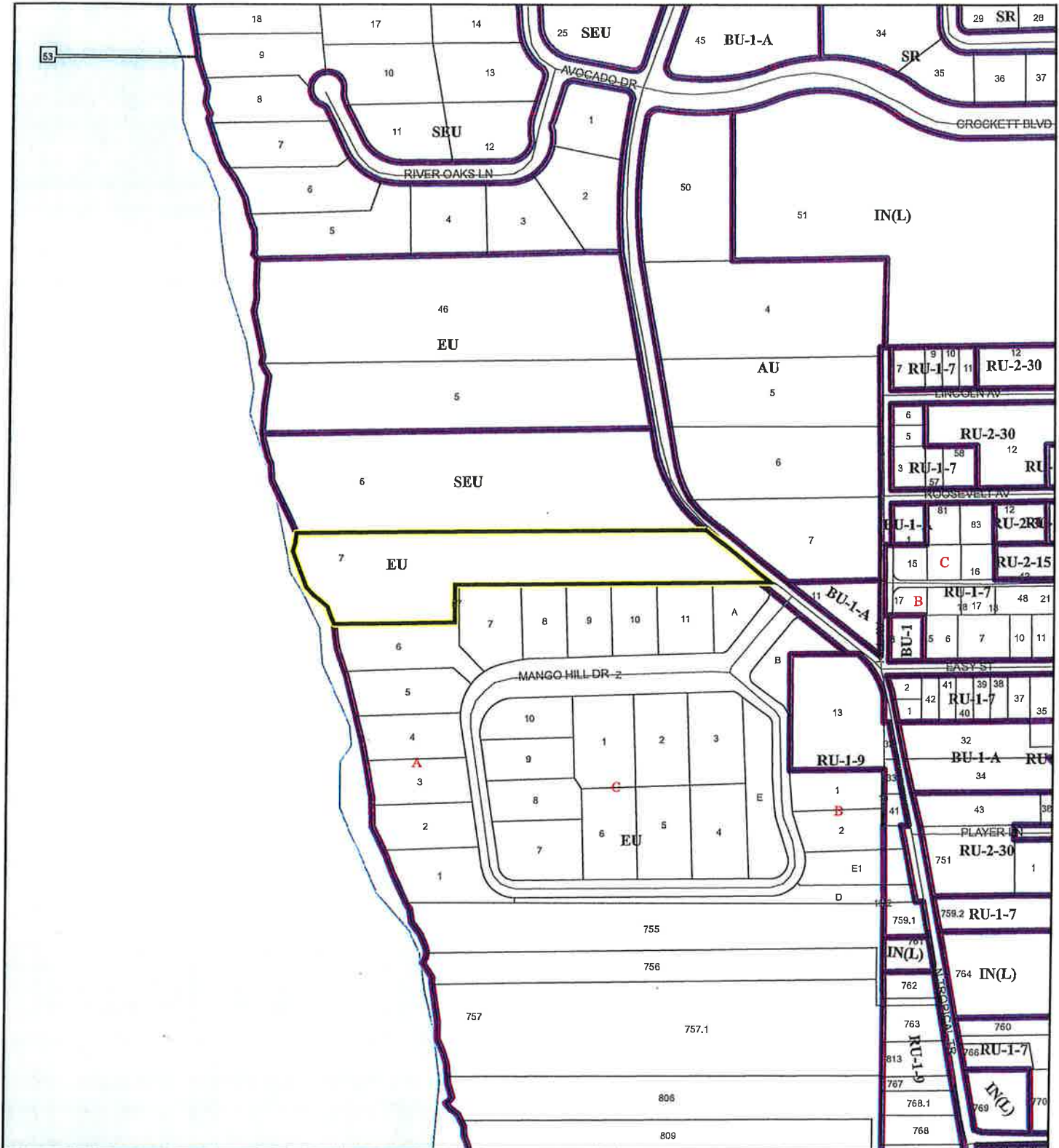
[Zoom](#) | [Clear](#) | [Details](#) | [EagleView](#) | [Hide Info](#)

BCPAO Dana Bickley, CFA, Brevard County Property Appraiser | [Instructions](#) | [Disclaimer](#)

ZONING MAP

DONALDSON, CHARLES K.

22SS00001 SMALL SCALE AMENDMENT 22S.04



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: 3/4/2022

— Subject Property

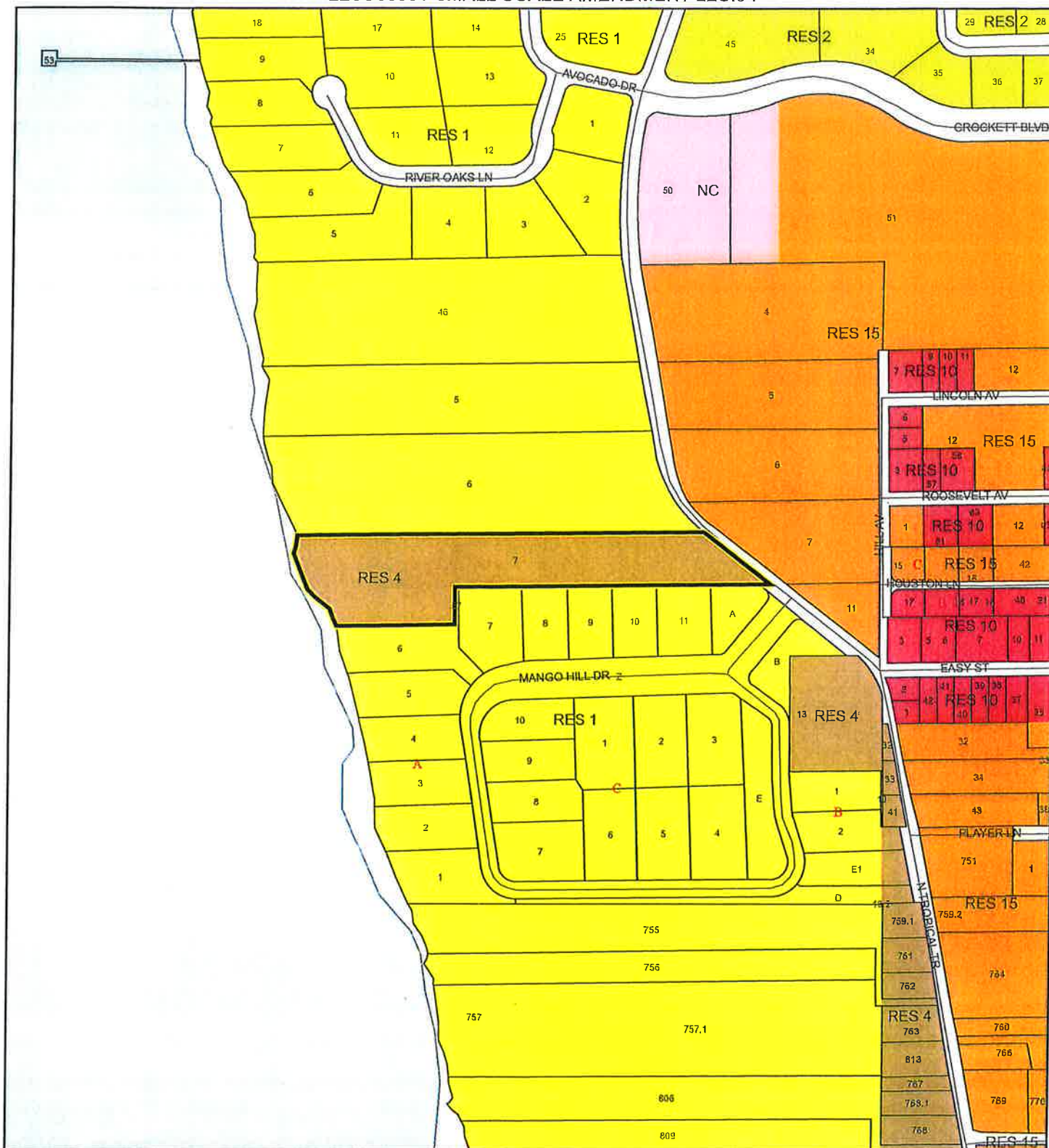
□ Parcels

□ Zoning

4

PROPOSED FUTURE LAND USE MAP

DONALDSON, CHARLES K.
22SS00001 SMALL SCALE AMENDMENT 22S.04



1:4,800 or 1 inch = 400 feet

— Subject Property
□ Parcels

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LEGAL DESCRIPTIONS

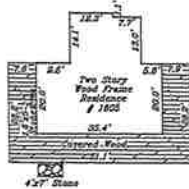
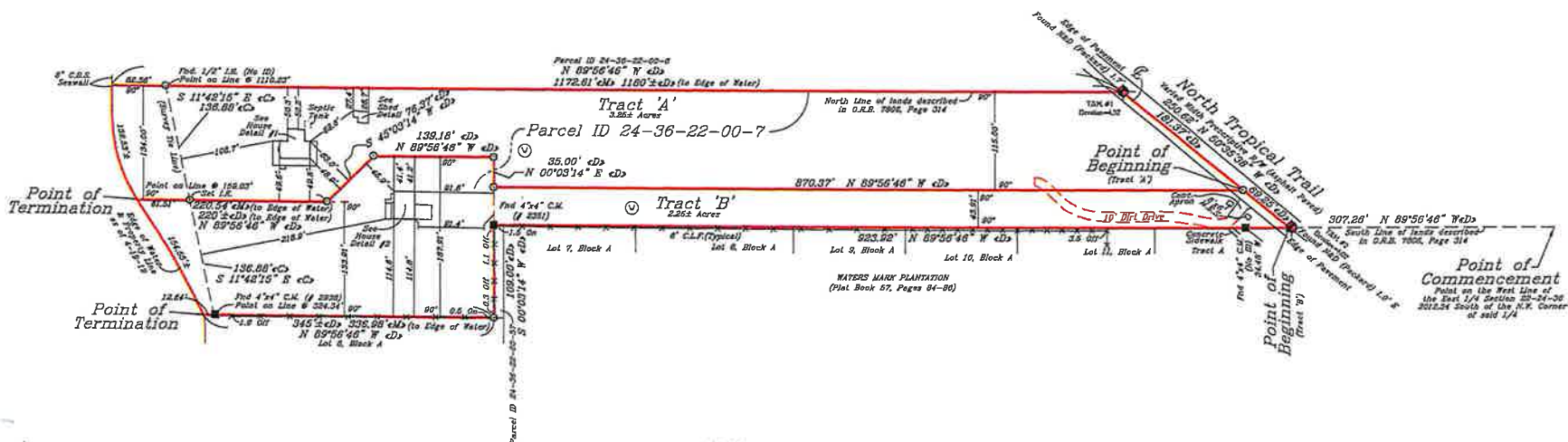
to the Public's Right of Way of North Tropical Trail.

Commence at a point on the West Line of the East 1/4 of said Section 22, which is 2013.24 feet South of the Northwest corner of said East 1/4 (said point being the Southeast corner of a foreclosed lands described in O.R.B. 7806, Page 314), thence N. 39°56'46" W., along a South line of said lands, a distance of 307.26 feet to a point on the physical centerline of North Tropical Trail, the Point of Beginning; Thence continue N. 39°56'46" W., along said physical centerline of North Tropical Trail, a distance of 660.7031' W., a distance of 109.09 feet to an angle point; Thence N. 39°56'46" W., along said South Line, a distance of 220 feet to the intersection of said line with the Indian River and a Point of Termination; Thence return to the Point of Beginning, and run N. 50°33'58" W., along the physical centerline of North Tropical Trail, a distance of 69.25 feet; Thence N. 39°56'46" W., parallel with said South Line, a distance of 220 feet more or less to the intersection of said line with the Indian River; Thence S. 39°56'46" W., a distance of 139.13 feet; Thence S. 45°03'14" W., a distance of 76.53 feet; Thence S. 39°56'46" W., parallel with said South Line, a distance of 220 feet more or less to the intersection of said line with the Indian River; Thence Southeast, meeting said water course, a distance of 220 feet to the Point of Termination.

Subject to the Public Right of Way of North Tropical Trail.



LOCATION MAP
Not to Scale



HOUSE DETAIL #1



HOUSE DETAIL #2




SHED DETAIL

«LEGEND SYMBOLS»

- [illegible]

« SURVEYOR'S REPORT »

1. The intended purpose of this survey is to obtain boundary information only, as shown herein.
2. The undersigned party/ies have provided a current title opinion or abstract of title as affecting title or boundary of the subject property.
3. This survey does not reference de minimis ownership.
4. This survey may or may not be the minimal historical record of survey of 170000 for a Suburban estate.
5. Measurements shown herein are expressed in feet and decimal parts thereof.
6. Dimensions shown are taken at the exposed ends of improvements, underground services, foundations, utilities or other subterranean structures are not indicated for the purpose of this survey.
7. Easements shown herein, if any, are based on records of NAVD.
8. Easements are shown as referenced by The Center Line of Road, Truncated, Tied and Gravel.
9. This drawing is not valid as evidence in a judicial proceeding and is not subject to legal review and is not.

<< SCALE  1"=60' >>



LICENSED BUSINESS #7978
115 Alma Blvd., Suite 102 / Mailing Address P.O. Box 541865
Merrill Island, FL 32954 Phone: (321) 514 6920

THE UNDERGROUND UTILITY INFORMATION:

(7) Indicates pipe sizes per record plans; other pipe sizes are estimated; no pipe sizes should be relied upon without further verification.

EXPLANATION OF ABBREVIATIONS

PHC 793	Point of Commencement Point of Beginning	P.S. D.S.	Pat Book Deed Book	A/C N&D	All Conditions Partial Full and Dist.	NGVD	National Geographic Vertical Datum
4343	Financial Outcome	12	Unsettled Outcome	N&D		CD	Quadrant Datum
4344	Government On The	13	Unsettled Outcome	A.K.A.	Agreements	CLW	Cover Link Force
4345	Measurement Calculated	14	Public Utility Easement	ITK	Franchise	CRF	Centers Link Force
4346	Surveying Book	15	Public Utility Easement	CRS	Conservation	CRB	Centers Link Force
4347	Conservation Book	16	Edge of Footprint		Conservation	CRB	Centers Link Force

FEMA FLOOD ZONE
FOR INFORMATION ONLY[illegible]

BOUNDARY SURVEY

Charles K. Donaldson &
Judith A. Donaldson

SHEET 1

Prepared by: Kimberly B. Rezanka, Esq.
Address: Lacey Lyons Rezanka
1290 Rockledge Blvd. Ste 201
Rockledge, FL 32955

BINDING DEVELOPMENT PLAN (FLU)

THIS AGREEMENT, entered into this _____ day of _____, 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 Charles K. Donaldson, (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", legal description to be attached, attached hereto and incorporated herein by this reference; and

WHEREAS, the Property currently had the zoning classification of EU and desires to develop the Property as two (2) single-family residences and pursuant to the Brevard County Code, Section 62-1157; and;

WHEREAS, Developer/Owner has requested a small scale amendment to the County's Future Land Use Map from RES1 to RES4 to develop the Property consistent with the EU requirements, and pursuant to the Brevard County Code, Section 62-1157; and

WHEREAS, the Property's future land use was changed administratively by the County in 2009 from RES15 to RES1, resulting in an inconsistency in between future land use map and the zoning category; and

WHEREAS, the Property is now "nonconforming" under Section 62-1188(5), due to no fault of the Developer/Owner; and

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

Rev. 5/9/2022

Property consistent with the needs of two (2) residences such that no violation of FLU Policy 1.2 occurs;
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 limit density to two (2) units, shall meet all the requirement of Sec. 62-1139 (EU) and may be further restricted by any changes to the Comprehensive Plan or the Land Development Regulations.
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 _____. 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 9 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.

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)

Kristine Zonka, Chair
As approved by the Board on _____

WITNESSES:

DEVELOPER/OWNER
Charles K. Donaldson
1065 N. Tropical Trail, Merritt Island, FL 32953

(Witness Name typed or printed)

(Witness Name typed or printed)

STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me, by means of _____ physical presence or
_____ online notarization, this _____ day of _____, 2022, by Charles K. Donaldson,
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"

(Tract 'A')

A Parcel of Land lying in Section 22, Township 24 South, Range 36 East, and being a portion of those lands described in O.R.B. 7806, Page 314, more particularly described as follows:

Commence at a point on the West Line of the East 1/4 of said Section 22, which is 2012.34 feet South of the Northwest corner of said East 1/4 (said point being the Southeast corner of aforesaid lands described in O.R.B. 7806, Page 314), thence N. 89°56'46" W., along a South line of said lands, a distance of 307.26 feet to a point on the physical centerline of North Tropical Trail; Thence N. 50°35'38" W., along said centerline, a distance of 69.25 feet to the Point of Beginning; Thence continue N. 50°35'38" W., along said centerline, a distance 181.37 feet to a point on the North line of aforesaid lands described in O.R.B. 7806, Page 314; Thence departing said centerline, run N. 89°56'46" W., along said North line of said lands, a distance of 1180 feet, more or less to and into the waters of the Indian River and a Point of Termination; Thence return to the Point of Beginning, and run N. 89°56'46" W., parallel with the aforesaid South line of lands described in O.R.B. 7806, Page 314, a distance of 870.37 feet; Thence N. 00°03'14" E., a distance of 35.00 feet; Thence N. 89°56'46" W., a distance of 139.18 feet; Thence S. 45°03'14" W., a distance of 76.37 feet; thence N. 89°56'46" W., parallel with said South line, a distance of 220 feet, more or less to and into the waters of the Indian River; Thence Northwesterly, meandering said waters, to aforesaid Point of Termination.

Subject to the Public's Right of Way of North Tropical Trail.

AND

(Tract 'B')

A Parcel of Land lying in Section 22, Township 24 South, Range 36 East, and being a portion of those lands described in O.R.B. 7806, Page 314, more particularly described as follows:

Commence at a point on the West Line of the East 1/4 of said Section 22, which is 2012.34 feet South of the Northwest corner of said East 1/4 (said point being the Southeast corner of aforesaid lands described in O.R.B. 7806, Page 314), thence N. 89°56'46" W., along a South line of said lands, a distance of 307.26 feet to a point on the physical centerline of North Tropical Trail, the Point of Beginning; Thence continue N. 89°56'46" W., along said South Line, a distance of 923.92 feet to an angle point; Thence S. 00°03'14" W., distance of 109.00 feet to an angle point; Thence N. 89°56'46" W., along said South Line, a distance of 345 feet, more or less, to and into the waters of the Indian River and a Point of Termination; Thence return to the Point of Beginning, and run N. 50°35'38" W., along the aforesaid physical centerline of North Tropical Trail, a distance of 69.25 feet; Thence N. 89°56'46" W., Parallel with said South Line, a distance of 870.37 feet; Thence N. 00°03'14" E., a distance of 35.00 feet; Thence N. 89°56'46" W., a distance of 139.18 feet; Thence S. 45°03'14" W., a distance of 76.37 feet; Thence N. 89°56'46" W., parallel with said South Line, a distance of 220 feet more or less to and into the waters of the Indian River; Thence Southeasterly, meandering said waters, to aforesaid Point of Termination.

Subject to the Public's Right of Way of North Tropical Trail.