

Existing BDP  
20Z00031  
4725 Fay Blvd Land Trust

Prepared by : Carmine Ferraro, Trustee  
4725 Fay Blvd Land Trust #1, U/A/D 02/10/2008  
4265 Fay Blvd, Cocoa, FL 32927

## BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into on May 13, 2014 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and 4725 FAY BLVD LAND TRUST AGREEMENT #1 U/A/D 02/10/2008 (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 desires to develop the property as BU-1-A (Restricted Neighborhood Retail Commercial 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. Developer/Owner desires to modify that certain Binding Development Plan dated March 4, 2008 recorded in Official Record Book 5848, Page 4612, and

3. This agreement shall supercede in the event where there is a conflict with with any prior agreement in force.

4. Notwithstanding the uses permitted in BU-1-A, the Developer/Owner agrees that the following uses shall be prohibited: adult entertainment, package liquor stores, gaming rooms, adult arcade, internet café, billiard hall, single family residence, group homes, foster homes, resort dwellings, coin laundromat.

5. The Developer/Owner shall limit ingress and egress as follows:

A. Close existing Adams Place driveway permanently, which is located on southwest corner of property.

B. Construct full access driveway on Adams Place to line up with the driveway on the adjacent property to the west (Gas Station/ Convenience Store)

6. 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.

7. Developer/Owner, upon execution of this Agreement, shall pay to the County the cost of recording this Agreement in Brevard County, Florida.

8. 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 May 13, 2014. In the event the subject property is annexed into a municipality and rezoned, this Agreement shall be null and void.

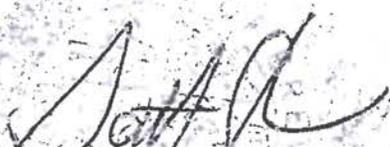
(b)

9. 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.

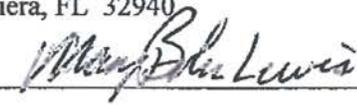
10. Conditions precedent. All mandatory conditions set forth in this Agreement mitigate for incompatibility and must be satisfied before Developer/Owner may implement the approved use(s) unless stated otherwise. The failure to timely comply with any mandatory condition is a violation of this Agreement, constitutes a violation of the Zoning Classification and is subject to enforcement action described in Paragraph 9 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 Jamieson Way  
Viera, FL 32940

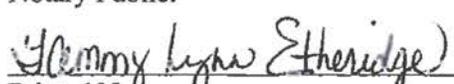
  
\_\_\_\_\_  
Mary Bolin Lewis, Chairman

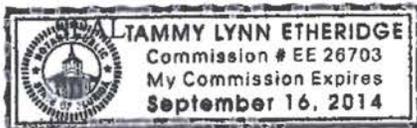
As approved by the Board on MAY 13 2014

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 13 day of May, 2014 by Mary Bolin Lewis, Chairman of the Board of County Commissioners of Brevard County, Florida, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public:

  
\_\_\_\_\_  
Printed Name: Tammy Lynn Etheridge  
My commission expires: 9-16-14



STATE OF FLORIDA  
COUNTY OF BREVARD  
This is to certify that the foregoing is a true and current copy of Bolton Development Plan witness my hand and official seal this 22 day of May, 2014  
SCOTT ELLIS, Clerk of Circuit Court

BY  D.C.

[Signature]  
Printed Name: Imma G. Ider

4725 FAY BLVD LAND TRUST AGREEMENT #1  
U/A/D 02/10/2008

By: [Signature]  
Its: Trustee

[Signature]  
Printed Name: Diana L. Archambault

STATE OF FLORIDA )  
COUNTY OF BREVARD )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of April, 2014, by Carmine Ferraro as Trustee of 4725 FAY BLVD LAND TRUST AGREEMENT #1 U/A/D 02/10/2008, who is personally known to me or who has produced \_\_\_\_\_ as identification.



SEAL

Notary Public  
[Signature]  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**Exhibit "A"**

**Legal Description:**

Lot 12, Block 81, except the East 45 feet, PORT ST. JOHN UNIT THREE, according to the plat thereof, as recorded in Plat Book 22, Pages 25 through 35, of the Public Records of Brevard County, Florida.

**Street Address:** 4725 Fay Blvd.

**JOINDER IN BINDING DEVELOPMENT PLAN**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the authorized agent and signatory for the owner and holder of that certain Mortgage dated March 1, 2008 given by 4725 Fay Blvd Land Trust Agreement No 1 u/a/d 02/10/2008, as mortgagor, in favor of the undersigned, Note Purchaser – Campanile, as mortgagee, recorded in Official Records Book 5856, page 2065, Public Records of Brevard County, Florida, and encumbering lands described in said Mortgage, does hereby join in the foregoing Binding Development Plan for the purpose of consenting to the change of property use and development requirements as set forth therein.

WITNESSES:

MORTGAGEE NAME/ADDRESS

Joanne C Pace  
(Signature)

Louis R. Campanile

9025 South Highway A1A  
Melbourne Beach, FL 32951

LOUIS R. CAMPANILE  
(Print Name)

Joanne C. Pace

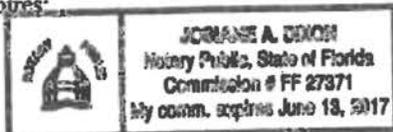
Louis R. Campanile  
(Mortgagee Signature)

STATE OF Florida §

COUNTY OF Indian River §

The foregoing instrument was acknowledged before me this 27<sup>th</sup> <sup>March</sup> day of, 20 14, by , who is personally known to me or who has produced Florida Driver License identification.

My commission expires:



Notary Public

SEAL Joseph A. Dixon

Commission No.:

(Name typed, printed or stamped)

WITNESSES:

Joanne C. Pace  
(Signature)  
Joanne C. Pace  
(Print Name)

MORTGAGEE NAME/ADDRESS

Eveline Campanile

9025 South Highway A1A  
Melbourne Beach, FL 32951

Eveline Campanile  
(Mortgagee Signature)

STATE OF Florida §

COUNTY OF Indian River §

The foregoing instrument was acknowledged before me this 27<sup>th</sup> March day of, 2014, by , who is personally known to me or who has produced Florida Driver License as identification.

My commission expires:



Commission No.:

Notary Public

SEAL

(Name typed, printed or stamped)

Josiane A. Dixon

JOINDER IN BINDING DEVELOPMENT PLAN

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the authorized agent and signatory for the owner and holder of that certain Mortgage dated March 1, 2008 given by 4725 Fay Blvd Land Trust Agreement No 1 u/a/d 02/10/2008, as mortgagor, in favor of the undersigned, Note Purchaser - Wurster, as mortgagee, recorded in Official Records Book 5856, page 2065, Public Records of Brevard County, Florida, and encumbering lands described in said Mortgage, does hereby join in the foregoing Binding Development Plan for the purpose of consenting to the change of property use and development requirements as set forth therein.

*Kimberly Wurster*  
WITNESSES:  
*Scott Wurster*  
(Signature)  
SCOTT WURSTER  
(Print Name)  
*Kimberly Wurster*

MORTGAGEE NAME/ADDRESS  
Scott Wurster  
1630 N. Henry  
Cocquille, Oregon, 97423  
*Scott Wurster*  
(Mortgagee Signature)

STATE OF Oregon §  
COUNTY OF Coos §

The foregoing instrument was acknowledged before me this 26<sup>th</sup> March day of, 2014, by, who is personally known to me or who has produced \_\_\_\_\_ as identification. by Scott Wurster.

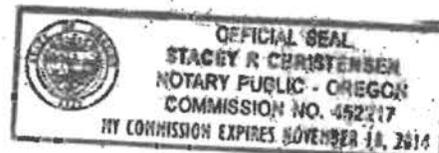
My commission expires: 11-18-2014

*Stacey R Christensen*  
Notary Public

SEAL \_\_\_\_\_

Commission No.: 452217

(Name typed, printed or stamped)



*Scott Wurster*

WITNESSES:

*Kimberly Wurster*  
(Signature)

*Kimberly Wurster*  
(Print Name)

*SCOTT WORSTER*

MORTGAGEE NAME/ADDRESS

Kimberly Wurster

1630 N. Henry  
Cocquille, Oregon, 97423

*Kimberly Wurster*  
(Mortgagee Signature)

STATE OF Oregon §

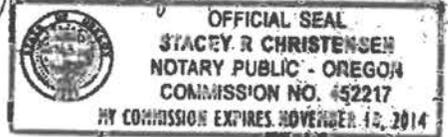
COUNTY OF Coos §

The foregoing instrument was acknowledged before me this 26<sup>th</sup> <sup>March</sup> day of, 2014, by, who is personally known to me or who has produced \_\_\_\_\_ as identification. by Kimberly Wurster.

My commission expires: 11-18-2014

*Stacey R Christensen*

Notary Public



SEAL \_\_\_\_\_

(Name typed, printed or stamped)

Commission No.: 452217

**JOINDER IN BINDING DEVELOPMENT PLAN**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the authorized agent and signatory for the owner and holder of that certain Mortgage dated March 1, 2008 given by 4725 Fay Blvd Land Trust Agreement No 1 u/a/d 02/10/2008, as mortgagor, in favor of the undersigned, Note Purchaser - Yusem, as mortgagee, recorded in Official Records Book 5856, page 2065, Public Records of Brevard County, Florida, and encumbering lands described in said Mortgage, does hereby join in the foregoing Binding Development Plan for the purpose of consenting to the change of property use and development requirements as set forth therein.

WITNESSES:

  
(Signature)

PATRICK GOUSSARD  
(Print Name)

MORTGAGEE NAME/ADDRESS

Melvyn R. Yusem

10522 SW 133<sup>rd</sup> Place  
Miami, Florida 33186

  
(Mortgagee Signature)

STATE OF FLORIDA §

COUNTY OF MIAMI-DADE §

The foregoing instrument was acknowledged before me this 31 day of, 2014, by, who is personally known to me or who has produced DL# as identification.

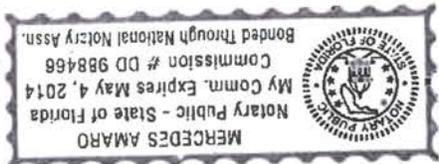
My commission expires:

Notary Public 

SEAL \_\_\_\_\_

(Name typed, printed or stamped)

Commission No.:



WITNESSES:

[Signature]  
(Signature)

PATRICK GOUSSA  
(Print Name)

MORTGAGEE NAME/ADDRESS

Tina Yusem

10522 SW 133<sup>rd</sup> Place  
Miami, Florida 33186

[Signature]  
(Mortgagee Signature)

STATE OF FLORIDA §

COUNTY OF MIAMI-DADE §

The foregoing instrument was acknowledged before me this 31 day of, 2014, by, who is personally known to me or who has produced DL as identification.

My commission expires:

Notary Public

SEAL [Signature]

(Name typed, printed or stamped)

Commission No.:



JOINDER IN BINDING DEVELOPMENT PLAN



KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the authorized agent and signatory for the owner and holder of that certain Mortgage dated March 1, 2008 given by 4725 Fay Blvd Land Trust Agreement No 1 u/a/d 02/10/2008, as mortgagor, in favor of the undersigned, Note Purchaser – Salib, as mortgagee, recorded in Official Records Book 5856, page 2065, Public Records of Brevard County, Florida, and encumbering lands described in said Mortgage, does hereby join in the foregoing Binding Development Plan for the purpose of consenting to the change of property use and development requirements as set forth therein.

WITNESSES:

Jessie Roland  
(Signature)

Jennifer P. Roland  
(Print Name)

MORTGAGEE NAME/ADDRESS

Sami K. Salib

415 S. Carpenter Road  
Titusville, Florida 32796

Sami K Salib  
(Mortgagee Signature)

STATE OF Florida §

COUNTY OF Brevard §

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of April, 2014, by who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:



JONDA ERWIN  
NOTARY PUBLIC  
STATE OF FLORIDA  
Commission # 100211  
Expires 2/13/2013

Commission No.:

Notary Public Jonda Erwin

SEAL \_\_\_\_\_

(Name typed, printed or stamped)

26

WITNESSES:

Jennifer P. Roland  
(Signature)

Jennifer P. Roland  
(Print Name)

MORTGAGEE NAME/ADDRESS

Violette W. Salib

415 S. Carpenter Road  
Titusville, Florida 32796

Violette W. Salib  
(Mortgagee Signature)

STATE OF Florida §

COUNTY OF Brevard §

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of April, 2014, by who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:

 JONDA ERWIN  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE168911  
Expires 2/13/2018

Commission No.:

Notary Public Jonda Erwin  
SEAL \_\_\_\_\_

(Name typed, printed or stamped)

JOINDER IN BINDING DEVELOPMENT PLAN

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the authorized agent and signatory for the owner and holder of that certain Mortgage dated March 1, 2008 given by 4725 Fay Blvd Land Trust Agreement No 1 u/a/d 02/10/2008, as mortgagor, in favor of the undersigned, Note Purchaser – Odenheimer, as mortgagee, recorded in Official Records Book 5856, page 2065, Public Records of Brevard County, Florida, and encumbering lands described in said Mortgage, does hereby join in the foregoing Binding Development Plan for the purpose of consenting to the change of property use and development requirements as set forth therein.

WITNESSES:

Renee Prager  
(Signature)  
Renee Prager  
(Print Name)

MORTGAGEE NAME/ADDRESS

Mark Odenheimer

545 Avon Court  
River Vale, New Jersey 07675

[Signature]  
(Mortgagee Signature)

STATE OF NY §

COUNTY OF NY §

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of April, 2014, by , who is personally known to me ~~or who has produced~~ \_\_\_\_\_ as identification.

My commission expires:

Commission No.:

Notary Public

SEAL

(Name typed, printed or stamped)

**DIANE T. WORLEY**  
Notary Public, State of New York  
No. 01WO6114444  
Qualified in New York County  
Commission Expires August 16, 2016

JOINDER IN BINDING DEVELOPMENT PLAN

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the authorized agent and signatory for the owner and holder of that certain Mortgage dated March 1, 2008 given by 4725 Fay Blvd Land Trust Agreement No 1 u/a/d 02/10/2008, as mortgagor, in favor of the undersigned, Note Purchaser - Carmel, as mortgagee, recorded in Official Records Book 5856, page 2065, Public Records of Brevard County, Florida, and encumbering lands described in said Mortgage, does hereby join in the foregoing Binding Development Plan for the purpose of consenting to the change of property use and development requirements as set forth therein.

WITNESSES:

Diana L Archambault  
(Signature)

Diana L Archambault  
(Print Name)

MORTGAGEE NAME/ADDRESS

Carmel Development, LLC

3860 Curtis Blvd #636  
Port St. John, Florida 32927

Carmine Ferraro  
(Mortgagee Signature)  
Carmine Ferraro, President  
CCB Holdings, Inc  
AS MANAGING MEMBER.

STATE OF FLORIDA §

COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of April, 2014, by Carmine Ferraro, who is personally known to me or who has produced as identification.

My commission expires:



Commission No.:

Notary Public

Diana L Archambault  
SEAL

(Name typed, printed or stamped)

WITNESSES:

Diana L. Archambault  
(Signature)

Diana L. Archambault  
(Print Name)

MORTGAGEE NAME/ADDRESS

Carmine Ferraro

4265 Quechua Road, Cocoa, FL  
Port St. John, Florida 32927

[Signature]  
(Mortgagee Signature)

STATE OF FLORIDA §

COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of April, 2014, by Carmine Ferraro, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:



Commission No.:

Notary Public

SEAL [Signature]

(Name typed, printed or stamped)

WITNESSES:

Diana L. Archambault  
(Signature)

Diana L. Archambault  
(Print Name)

MORTGAGEE NAME/ADDRESS

Pamela S. Ferraro

4265 Quechua Road, Cocoa, FL  
Port St. John, Florida 32927

Pamela S. Ferraro  
(Mortgagee Signature)

STATE OF FLORIDA §

COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of April, 2014, by Pamela S. Ferraro, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:



Commission No.:

Notary Public

SEAL [Signature]

(Name typed, printed or stamped)

This instrument prepared by and return to:  
Timothy F Pickles, Esquire  
WATSON, SOILEAU, DELEO, BURGETT,  
PICKLES & BAUGHAN, P A  
Post Office Box 236007  
Cocoa, Florida 32923-6007  
Our File No 04-5989  
REC. \$10 00

**ASSIGNMENT OF INTEREST IN NOTE AND MORTGAGE**

The undersigned, being one of the owners and holders of the note and mortgage herein described

MORTGAGOR CARMINE FERRARO, AS TRUSTEE OF THE 4725 FAY BOULEVARD LAND TRUST AGREEMENT NO 1 U/A/D FEBRUARY 10, 2008

MORTGAGEE JOSIAH B RUTTER REVOCABLE LIVING TRUST

DATED March 1, 2008

ENCUMBERING THE FOLLOWING DESCRIBED PROPERTY

LOT 12, BLOCK 81, EXCEPT THE EAST 45 FEET THEREOF, PORT ST JOHN UNIT THREE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGE 25 THROUGH 35, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

AND RECORDED IN OFFICIAL RECORDS BOOK 5856, PAGE 2065, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID MORTGAGE GIVEN TO SECURE A DEBT IN THE ORIGINAL PRINCIPAL SUM OF THIRTY THOUSAND (\$30,000 00) DOLLARS

hereby assigns his interest in said note and mortgage without recourse, for consideration received, to CARMEL DEVELOPMENT, LLC, a Florida limited liability company, whose mailing address is 3860 Curtis Boulevard #36, Port St John, FL 32924, effective 1-7, 2009 ~~2010~~

DATED THIS 7<sup>th</sup> DAY OF JANUARY, ~~2009~~ 2010

JOSIAH B RUTTER REVOCABLE LIVING TRUST

BY [Signature]  
JOSIAH B. RUTTER, TRUSTEE

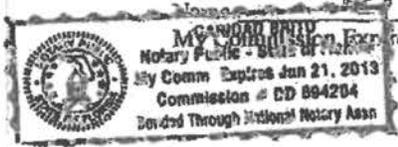
ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of JANUARY, ~~2009~~ 2010, by JOSIAH B RUTTER, individually and as Trustee of the Josiah B Rutter Revocably Living Trust, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did not take an oath

Notary Public

[Signature]



(SEAL)