

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.

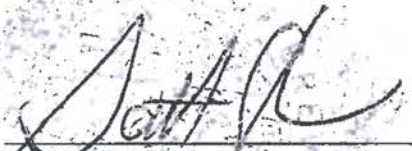
8. This Agreement shall be binding and shall inure to the benefit of the successors or assigns of the parties and shall run with the subject property unless or until rezoned and be binding upon any person, firm or corporation who may become the successor in interest directly or indirectly to the subject 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.

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



Chairman

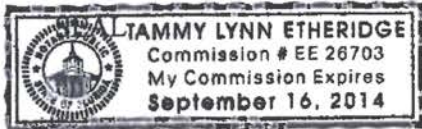
As approved by the Board on MAY 13 2014

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

[Signature]
Printed Name: Diana L. Archambault

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

By: Carmine Ferraro
Its: Trustee

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 7th 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:

Joanne C. Pace
(Signature)

LOUIS R. CAMPANILE
(Print Name)

Joanne C. Pace

MORTGAGEE NAME/ADDRESS

Louis R. Campanile

9025 South Highway A1A
Melbourne Beach, FL 32951

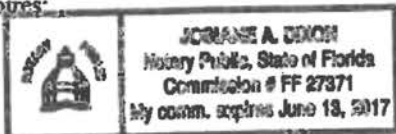
Louis R. Campanile
(Mortgagee Signature)

STATE OF Florida §

COUNTY OF Indian River §

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

My commission expires:



Commission No.:

Notary Public

SEAL

(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

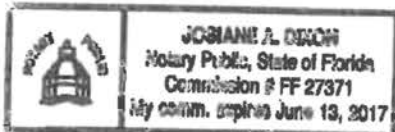
Eveline Campanile
(Mortgagee Signature)

STATE OF Florida §

COUNTY OF Indian River §

The foregoing instrument was acknowledged before me this 27th 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

Josiane A. Dixon
(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 - 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.

WITNESSES:

Kimberly Wurster

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 26th ^{March} day of, 2014, by, who is personally known to me or who has produced _____ as identification. by Scott Wurster.

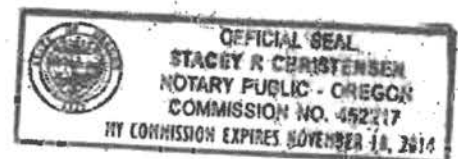
My commission expires: 11-18-2014

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 26th ^{March} day of, 20 14, by, who is personally known to me or who has produced _____ as identification. by Kimberly Wurster.

My commission expires: 11-18-2014

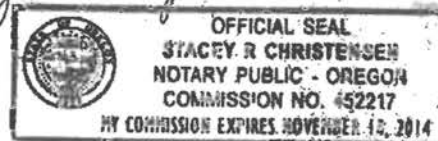
Stacey R Christensen

Notary Public

SEAL _____

Commission No.: 452217

(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 - 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:

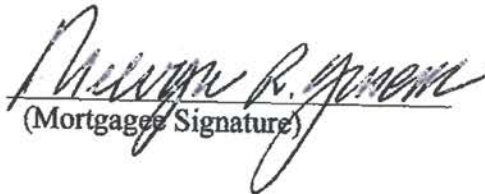

(Signature)

PATRICK GUSSIO
(Print Name)

MORTGAGEE NAME/ADDRESS

Melvyn R. Yusem

10522 SW 133rd 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:

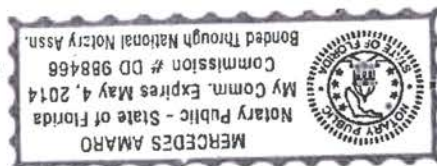
Notary Public



SEAL

(Name typed, printed or stamped)

Commission No.:



WITNESSES:

[Signature]
(Signature)

PATRICK GOUSSA
(Print Name)

MORTGAGEE NAME/ADDRESS

Tina Yusem

10522 SW 133rd 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.

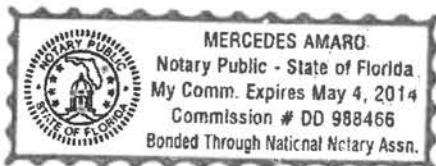
My commission expires:

Commission No.:

Notary Public

SEAL

[Signature]
(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 – 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:

Jennifer P. 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 3rd April day of, 20 14, by who is personally known to me or who has produced _____ as identification.

My commission expires:



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

Commission No.:

Notary Public

SEAL

(Name typed, printed or stamped)

Jonda Erwin

(b)

WITNESSES:

[Signature]
(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 3rd day of April, 2014, by who is personally known to me or who has produced _____ as identification.

My commission expires:



Commission No.:

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

Notary Public

SEAL

(Name typed, printed or stamped)

Jonda Erwin

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 7th 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, President
CCB Holdings, Inc
AS MANAGING MEMBER.

STATE OF FLORIDA §

COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 7th day of April, 2014, by Carmine Ferraro me or who has produced as identification.

My commission expires:



Commission No.:

Notary Public

SEAL Diana L Archambault

(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 7th 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 7th 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 11, 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 7th DAY OF JANUARY, ~~2009~~ 2010

JOSIAH B. RUTTER REVOCABLE LIVING TRUST

BY 

JOSIAH B. RUTTER, TRUSTEE

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF DADE

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

Notary Public 



(SEAL)