



BOARD OF COUNTY COMMISSIONERS

**Planning and Development**

2725 Judge Fran Jamieson Way  
Building A, Room 114  
Viera, Florida 32940  
321-633-2070

**Application for Zoning Action, Comprehensive Plan Amendment, or  
Variance**

Applications must be submitted in person. Please call 321-633-2070 for an appointment at least 24 hours in advance. Mailed, emailed, or couriered applications will not be accepted.

PZ # 20Z00031

Existing FLU: NC Existing Zoning: BU-1A

Proposed FLU: \_\_\_\_\_ Proposed Zoning: BU-1

*and amendment to  
existing BDP*

**PROPERTY OWNER INFORMATION**

If the owner is an LLC, include a copy of the operating agreement.

<b>Carmine Ferraro Trustee</b>		<b>4725 Fay Blvd Land Trust</b>	
Name(s)		Company	
<u>4265 Quechua Rd</u>	<u>Port St John</u>	<u>FL</u>	<u>32927</u>
Street	City	State	Zip Code
<u>carmel32927@gmail.com</u>		<u>321-536-5200</u>	
Email	Phone	Cell	

**APPLICANT INFORMATION IF DIFFERENT FROM OWNER:**

☐ Attorney ☐ Agent ☐ Contract Purchaser ☐ Other \_\_\_\_\_

Name(s)		Company	
Street		City	State Zip Code
Email	Phone	Cell	

①

## APPLICATION NAME

- ☐ Large Scale Comprehensive Plan Amendment (CP) (greater than 10 acres)
- ☐ Small Scale Comprehensive Plan Amendment (CP) (less than 10 acres)
- ☐ Text Amendment (CP): Element \_\_\_\_\_
- ☐ Other Amendment (CP): \_\_\_\_\_
- ☒ Rezoning Without CUP (RWOC)
- ☐ Combination Rezoning and CUP (CORC)
- ☐ Conditional Use Permit (CUP)
- ☐ Binding Development Plan (BDP)
- ☒ Binding Development Plan (BDP) (Amendment)
- ☐ Binding Development Plan (BDP) (Removal)
- ☐ Variance(s) (V)
- ☐ Administrative Approval of Setbacks, Lot Size, or Accessory Structures
- ☐ Administrative Approval of Flag Lot or Easement
- ☐ Other Action: \_\_\_\_\_

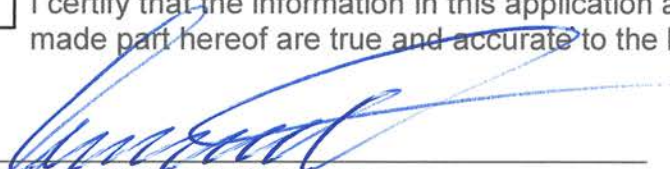
Acreage of Request: 1.59

Reason for Request:

Property is under contract for sale to an Ace Hardware Developer that intends to build a +/-10,000SF freestanding retail store. The south driveway on Adams Place needs to be re-opened to create a safer situation for large truck and delivery vehicles that service both Family Dollar and the proposed user.

The undersigned understands this application must be complete and accurate prior to advertising a public hearing:

- ☒ I am the owner of the subject property, or if corporation, I am the officer of the corporation authorized to act on this request.
- ☐ I am the legal representative of the owner of the subject property of this application. (Notarized Authorization to Act must be submitted with application)
- ☐ An approval of this application does not entitle the owner to a development permit.
- ☐ I certify that the information in this application and all sketches and data attached to and made part hereof are true and accurate to the best of my knowledge.

  
\_\_\_\_\_  
Signature of Property Owner or  
Authorized Representative

\_\_\_\_\_  
Date

9/4/2020

State of Florida

County of Brevard

Subscribed and sworn to me before me this 4<sup>th</sup> day of, September, 20 20,  
personally appeared Carmin Ferraro, who is personally known to me or  
produced FL DL as Identification, and who did / did not take an oath.

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

Seal



Office Use Only:

Accela No. 20Z00031 Fee: \$849.00 Date Filed: 9-2-2020 District No. 1

Tax Account No. (list all that apply) 2309941

Parcel I.D. No.

23 35 23 JM 81 12  
Twp Rng Sec Sub Block Lot/Parcel

Planner: PB Sign Issued by: PB Notification Radius: 500 ft

MEETINGS

DATE

TIME

☐ P&Z

☒ PSJ Board

November 18, 2020

6:00 p.m.

☐ NMI Board

☒ LPA

November 23, 2020

3:00 p.m.

☐ BOA

☒ BCC

December 3, 2020

5:00 p.m.

Wetland survey required by Natural Resources ☐ Yes

☒ No

Initials

[Signature]

Is the subject property located in a JPA, MIRA, or 500 feet of the Palm Bay Extension?

☒ Yes

☐ No

If yes, list

Port St. John

Location of subject property:

Description of Request:

Revise existing BDP &  
Rezone from BU-1-A To BU-1



ACCELA # 20200031

## DOCUMENT SUBMITTAL REQUIREMENTS

Application type	Application	Authorization to Act Form <sup>1</sup>	Recorded Property Deeds	Legal Description of Request <sup>2</sup>	Certified Survey <sup>8</sup>	Property Appraisers Map	Concurrency	School Concurrency <sup>3</sup>	Wetland Survey <sup>4</sup>	CUP Worksheet & Sketch <sup>5</sup>	Comp Plan Information <sup>6</sup>	Notice to Applicants	Neighbors Affidavit <sup>7</sup>	Letter to Zoning Official	Variance Hardship Worksheet <sup>9</sup>	*Additional Documentation	Fees
Staff to check indicating receipt	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Comprehensive Plan Amendment <sup>6</sup>	1	1	1	2	2	1	1	1	1	1	1	1	1	1	1	1	Y
Zoning request	1	1	1	1	1 <sup>8</sup>	1	1	1	1	1	1	1	1	1	1	1	Y
Conditional Use Permit (CUP)	1	1	1	1	1 <sup>8</sup>	1	1	1	1	1	1	1	1	1	1	1	Y
AA – Waiver	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	Y
AA – Easement or Flag lot	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	Y
Variance	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	Y

NUMBER OF COPIES REQUIRED

<sup>1</sup>If the property is not owned in entirety by the applicant, either an Authorization to Act form or a notarized letter from each/all property owners of the subject property is required.

<sup>2</sup>Legal Description must be typed on a separate sheet, if not easily described on the deed.

<sup>3</sup>School Board Concurrency application is required if the request represents an increase of more than one residential unit.

<sup>4</sup>Wetland Survey required on Commercial or Industrial property.

<sup>5</sup>CUP applications require a completed worksheet and a sketch plan with the application signed by a planner.

<sup>6</sup>Must include Comprehensive Plan Amendment supplemental form reviewed by a planner prior to submitting formal application. The supplement must include a written statement explaining the rational and the appropriate data and analysis necessary to support the proposed change.

<sup>7</sup>Administrative waivers requiring a signed affidavit from all abutting property owners indicating no objection to the requested waiver of lot size, width or depth requirement. The affidavit must state the specific request.

<sup>8</sup>Survey must be submitted if requested by staff.

<sup>9</sup>Variance Hardship Worksheet must be filled out completely, addressing the six criteria for a hardship.

**\*Additional information may be requested by staff dependent upon the requested action. These include but are not limited to impact analysis studies:**

Traffic Impact Analysis (TIA): TIA must be submitted if required by the County Traffic Engineer. Analysis methodology must be coordinated with the Traffic Engineering Office.

Environmental Impact Analysis: The analysis must be conducted by a qualified environmental professional and dated less than one year old. The analysis must document the types of habitat found on site; identify vegetation types, soils types, wetlands, floodplain; and any other environmental concerns.

Water and Sewer Demand: Identify the potable water and sanitary sewer demand for the amendment based on the current and proposed future land use designations using the per capita water and wastewater standards of the applicable service provider.

**CALCULATION OF PUBLIC HEARING APPLICATION FEES -ZONING OFFICE**

**PUBLIC HEARING APPLICATION FEES**

**BASE FEE**

**ACREAGE FEE**

**UNIT FEE**

**SUB-TOTAL**

**REZONING**

Environmental Area	511.00			
Residential Professional	960.00			
General Use and Agricultural Use	849.00*	( -5) x 24**		
Single-Family Residential	849.00*	( -5) x 24**		
Single-Family Mobile Home	849.00*	( -5) x 24**		
→ Commercial/Planned Commercial	1,184.00	( 2 ) x 24 = 48		\$1,232.00
Tourist Commercial	1,855.00	( ) x 45		
Industrial/Planned Industrial	1,855.00	( ) x 45		
Planned Unit Development	5,661.00	( ) x 45		
Single-Family Attached Residential	960.00	( ) x 24		
Multiple-Family Residential	960.00	( ) x 24		
Recreational Vehicle Park	1,408.00	( ) x 24		
Mobile Home Park/Mobile Home Co-op	1,408.00	( ) x 24		

**CUP'S OR ROU APPLICATIONS**

Fee per request (with rezoning)	447.00			
Fee per request (without rezoning)	849.00			

**OTHER APPLICATION FEES**

Consultant fee Retainer per Tower Application	6,934.00			
Transfer of Development Rights	1,520.00			
Comprehensive Plan Appeals (Vested Rights)				
One (5.0 acres or less) Single-family residential	433.00			
All other Appeals	1,733.00			
Variance/Appeals of Administrative Interpretation				
Base Fee	598.00			
Fee for each additional request	182.00			
Special Hearing Fee for P & Z / LPA	3,692.00			
Special Hearing Fee for BOA	1,872.00			
All Other Unlisted Zoning Applications	849.00			
Miscellaneous				

**COMPREHENSIVE PLAN AMENDMENTS**

Small Scale Amendment	919.00			
Large Scale Amendment	1,785.00	\$43 per acre		
Maximum Fee on a Single Application	17,334.00			

SUB-TOTAL \*\*\* / \*\*\*\* \$1,232.00  
300.00

**FEES COLLECTED FOR ADMINISTRATIVE ACTIONS**

Office of Natural Resources zoning review (if applicable)	300.00			
flag lot &/or easement review	360.00			
Land Development PUD review	100.00			
flag lot &/or easement review	150.00			
Address Assignment review of flag lot &/or easement	100.00			
Zoning fee	277.00			

**BASE FEE ADJUSTMENTS**

* If area for these requests have the potential for only one more lot, the fee is	288.00			
** Maximum acreage fees for these requests shall be	2,240.00			
*** Maximum Planned Unit Development Fee shall be	13,432.00			
**** Maximum fee for all other zoning requests shall be	8,955.00			

TOTAL \$1,532.00

### Zoning Information Worksheet

Owner(s): Carmine Ferraro Trustee  
(Does this match the warranty deed?)

Applicant(s): Carmine Ferraro  
(Does this person have authorization from everyone listed on the warranty deed?)

Parcel ID#: 23-35-23-JM-81-17  
(If more than one parcel, they must share a property line to be on the same application.)

Present Zoning: B4-1-A

Is there a BDP or a CUP on the property? Yes/No: (If yes, attach BDP)

Existing BDP states: No access to Adams Place  
See attached BDP

Requested Zoning/CUP: Rezone from B4-1-A to B4-1 and  
Revise BDP

BDP Requested? Yes/No:

If CUP Request, do you have a CUP worksheet filled out by the applicant? Yes/No

Previously Approved Zoning Actions on lot:

13PZ-00084, Z-11412, Z-10985(62), AZ-75

Is this a non-conforming lot of record? Yes/No/Why?

Non-Conforming to:

Is this a substandard lot? Yes/No/Why?

What is the FLU Designation of the property?: NC

- Is the requested zoning consistent with the FLU? Yes/No (See compatibility table)
- If no, what is the requested **small scale plan amendment**? (Must be 10 acres or less)

Change FLU To CC application 20PZ00088

Character of the Area – List the recent zoning changes in same section? (Last 3 years)

Action #, Date of action and State what changed?

Z# 18PZ00074

If this is a CUP request, list all CUP's on adjacent properties: NA

Abutting property zoning: N Road S RP/BU-1-A E RU-1-9 W BU-1-A

JPA/Special Board/Special Section? Yes/No (Circle one and make a note on the application) PSJ, NMI, MIRA  
ROCKLEDGE, MELBOURNE, PALM SHORES, TITUSVILLE, PALM BAY or within 500' of PALM BAY EXTENSION

Reason for Rezoning Request: Change zoning to BU-1 to have a Hardware Store (Ace Hardware) Revise BDP to allow access to Adams Place

- If proposing single-family or multi-family how many units? NA
- If proposing a CUP for alcohol, how many seats? NA Bar or Restaurant? NA
  - Do you have a certified survey indicating there are no churches or schools within 400'? Yes/No
  - Do you have a site plan showing the layout and parking configuration? Yes/No
  - Do you have a CUP worksheet filled out by the applicant? Yes/No
- If the request is for commercial zoning, do you have a wetland survey that includes a legal description of the wetland? Yes/No (If no, NR must have checked no on the front of the application)

Existing structures/uses on the property? Existing Church

Describe the character of the area based upon Administration Policy 3 of FLUE (attached):

Parcel and abutting Parcel to west have NC FLU, Parcel to South and East have Res 4 FLU. Closest CC is 600 ft west in Next Block

Concerns raised as part of request: There is no CC FLU in this Block abuts Res 4 to south and East

Other options discussed with applicant: Revise BDP only and Leave Parcel BU-1-A and FLU NC

Did you print out the Property Appraiser's Map for this property?  
Did you mark the map?  
Did you stamp the deed(s)?

Paul Boddy  
Planner Signature

9-4-2020  
Date



### **Administrative Policy 3**

Compatibility with existing or proposed land uses shall be a factor in determining where a rezoning or any application involving a specific proposed use is being considered. Compatibility shall be evaluated by considering the following factors, at a minimum:

#### **Criteria:**

- A. Whether the proposed use(s) would have hours of operation, lighting, odor, noise levels, traffic, or site activity that would significantly diminish the enjoyment of, safety or quality of life in existing neighborhoods within the area which could foresee ably be affected by the proposed use;
- B. Whether the proposed use(s) would cause a material reduction (five percent or more) in the value of existing abutting lands or approved development.
- C. Whether the proposed use(s) is/are consistent with an emerging or existing pattern of surrounding development as determined through an analysis of:
  - 1. Historical land use patterns;
  - 2. Actual development over the immediately preceding three years; and
  - 3. Development approved within the past three years but not yet constructed.
- D. Whether the proposed use(s) would result in a material violation of relevant policies in any elements of the Comprehensive Plan.



Planning & Development

Central Cashier

2725 Judge Fran Jamieson Way  
Building A, Room 114  
Melbourne, FL 32940

## RECEIPT OF PAYMENT

Payment Date: 9/4/2020

Receipt #: 578920

Transaction Id# 884

Payment Method	Payment Reference #	Amount Paid	Comments
Check	884	\$1,532.00	
		\$1,532.00	Total

### 4725 FAY BLVD SANCT, COCOA, FL 32927

Zoning Rezoning \$1,532.00

**20Z00031**

Fee	Invoice #	Amount
NRMO	680923	\$300.00
Zoning/Variance	680923	\$1,232.00

**Grand Total** \$1,532.00

Additional Fees may apply to obtain a Certificate of Completion, a Certificate of Occupancy, Pre-Power, or Final Inspection.

To verify fees please visit the Brevard County Planning & Development Search.

[www.brevardcounty.us/PlanningDev](http://www.brevardcounty.us/PlanningDev)

P (321) 633-2068 F (321) 633-2052

## Notice to Applicants for Change of Land Use

The Planning and Zoning Office staff will be preparing a package of written comments concerning your request. These comments will be provided to the Planning and Zoning Board and Board of County Commissioners. The comments will address the following:

The current zoning of the property along with its current development potential and consistency with the Brevard County Comprehensive Plan use and density restrictions.

The proposed zoning of the property along with its development potential and Consistency with the Board County Comprehensive Plan use and density restrictions.

The proposal's impact on services, such as roads and schools.

The proposal's impact upon hurricane evacuation, if applicable.

Environmental factors.

Compatibility with surrounding land uses.

Consistency with the character of the area.

You may place your own written comments regarding these items into the record. Up to two typewritten pages can be included in the package if received 10 working days prior to the Planning and Zoning Board hearing. You are not required to provide written comments. *An Applicant presentation to the Planning and Zoning Board is required regardless of written submittals.* The board may approve the requested classification or a classification which is more intensive than the existing classification, but less intensive than the requested classification.

Staff comments will be available approximately one week prior to the Planning and Zoning Board hearing. These comments will be made available to you at that time. In order to expedite receipt of staff's comments, please provide an e-mail address or fax number below. Alternatively, a copy of staff's comments will be mailed via the U.S. Postal Service.

### NOTES:

- ☐ If your application generates public opposition, as may be expressed in letters, petitions, phone calls, testimony, etc., you are advised to meet with concerned parties in an effort to resolve differences prior to the BCC taking final action on the request; therefore, you are encouraged to meet with affected property owners prior to the public hearing by the Planning & Zoning Board/Local Planning Agency (P&Z/LPA). During the course of conducting the public hearing, if the P&Z/LPA finds the application is controversial, and the applicant has not met with affected property owners, the item shall be tabled to the next agenda to allow such a meeting to take place. If the item is controversial, despite the applicant's efforts to meet with affected property owners, the P&Z/LPA may include, in their motion, a requirement to meet with interested parties again prior to the BCC public hearing. The BCC may also table your request in order for you to meet with interested parties, if this has not occurred prior to the public hearing before the BCC. If you need assistance to identify these parties, please contact the Planning & Zoning Office.
- ☐ BCC approval of a zoning application does not vest a project nor ensure issuance of a permit. At the time of permit application, land development regulations and concurrency-related level of service standards must be met.

Please transmit staff's comments via:

Carmel132527@ or  or U.S. Mail \_\_\_\_\_  
e-mail address gmail.com fax number \_\_\_\_\_

Yes/No

I have received a copy of this notice:

  
(APPLICANT SIGNATURE)

THIS INSTRUMENT CONTAINS THE OFFICIAL  
RECORD BOOK AND PAGE NUMBERS DESCRIBING  
THE PARCELS TO BE ADVERTISED.

Prepared by and record and return to  
TIMOTHY F. PICKLES, ESQ.  
WATSON, SOULEAU, DELEO,  
BURGETT & PICKLES, P.A.  
3490 North U.S. Highway 1  
Post Office Box 236007  
Cocoa, FL 32923-6007  
(321) 631-1550  
07-1663  
REC \$18.50  
DOC \$

SIGNATURE

Less and except

ORB 7510, Pages 2546-  
2549

WARRANTY DEED

GRANTOR Mission Investment Fund of the Evangelical Lutheran Church in America, Inc., a Minnesota not-for-profit corporation a/k/a Mission Investment Fund of the Evangelical Lutheran Church in America, a Minnesota not-for-profit corporation

GRANTEE Carmine Ferraro, as Trustee of the 4725 Fay Blvd Land Trust Agreement #1, dated 2/10/2008, with full power and authority to protect, conserve, sell, lease or encumber, or otherwise to manage and dispose of the herein described property

GRANTEE'S MAILING ADDRESS 3860 Curtis Blvd, Unit 636  
Cocoa, FL 32927

DATE March 10, 2008

LEGAL DESCRIPTION OF PROPERTY LOCATED IN BREVARD COUNTY, FLORIDA

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, Pages 25 through 35, of the Public Records of Brevard County, Florida

The grantor, for and in consideration of the sum of TEN DOLLARS, and other good and valuable considerations to the grantor in hand paid by the grantee, the receipt of which is acknowledged, has granted, bargained and sold to the grantee, and the grantee's heirs and assigns forever the land described above. The grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

This conveyance is subject to restrictions and matters appearing on the plat or otherwise common to the subdivision, public utility easements of record and taxes for the year 2008, which are not yet due and payable.

Execution of deed witnessed by

GRANTOR

Mission Investment Fund of the Evangelical Lutheran Church in America, Inc., a Minnesota not-for-profit corporation a/k/a Mission Investment Fund of the Evangelical Lutheran Church in America, a Minnesota not-for-profit corporation

Marcy Olson  
Print Name Marcy Olson  
Lillian Acuña  
Print Name Lillian Acuña

By HARRY OLSON  
Print Name HARRY OLSON  
As its Vice President  
8765 West Higgins Road, Chicago, IL 60631

Marcy Olson  
Print Name Marcy Olson  
ESIE ALBEL  
Print Name ESIE ALBEL

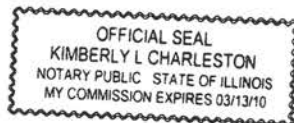
By Eva M. Raby  
Print Name Eva M. Raby  
As its Exec. Vice Pres.  
8765 West Higgins Road, Chicago, IL 60631



ACKNOWLEDGMENTSTATE OF Illinois  
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 10 day of MARCH, 2008, by HARVEY OLSON, as its VICE PRESIDENT, of Mission Investment Fund of the Evangelical Lutheran Church in America, Inc, a Minnesota not-for-profit corporation a/k/a Mission Investment Fund of the Evangelical Lutheran Church in America, a Minnesota not-for-profit corporation who is personally known to me or who has produced a driver's license as identification and who did not take an oath

Notary Public

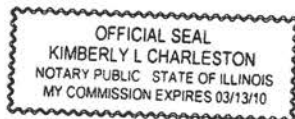


Kimberly L Charleston  
Name KIMBERLY L CHARLESTON  
State of Illinois at Large (SEAL)  
My Commission Expires 3-13-10

ACKNOWLEDGMENTSTATE OF Illinois  
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 10 day of MARCH, 2008, by EVA M Roby, as its EXEL VICE PRESIDENT of Mission Investment Fund of the Evangelical Lutheran Church in America, Inc, a Minnesota not-for-profit corporation a/k/a Mission Investment Fund of the Evangelical Lutheran Church in America, a Minnesota not-for-profit corporation who is personally known to me or who has produced a driver's license as identification and who did not take an oath

Notary Public



Kimberly L Charleston  
Name KIMBERLY L CHARLESTON  
State of Illinois at Large (SEAL)  
My Commission Expires 3-13-10

Appraiser's Identification Number 23-35-23-JM-81-12

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.

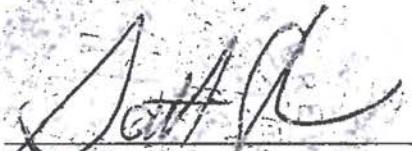
8. This Agreement shall be binding and shall inure to the benefit of the successors or assigns of the parties and shall run with the subject property unless or until rezoned and be binding upon any person, firm or corporation who may become the successor in interest directly or indirectly to the subject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

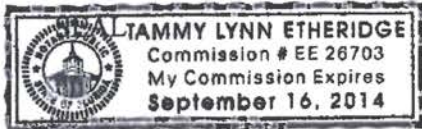
As approved by the Board on MAY 13 2014

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

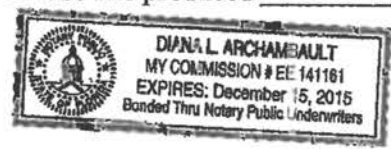
[Signature]  
Printed Name: Diana L. Archambault

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

By: [Signature]  
Its: Trustee

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 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

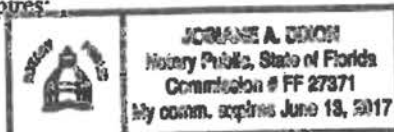
Louis R. Campanile  
(Mortgagee Signature)

STATE OF Florida §

COUNTY OF Indian River §

The foregoing instrument was acknowledged before me this 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:



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

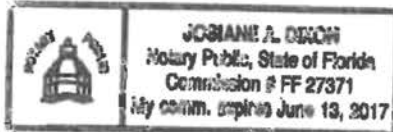
Eveline Campanile  
(Mortgagee Signature)

STATE OF Florida §

COUNTY OF Indian River §

The foregoing instrument was acknowledged before me this 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

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

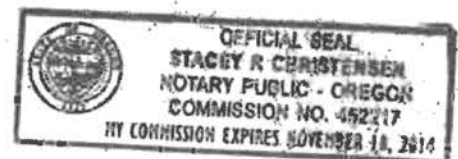
My commission expires: 11-18-2014

*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, 20 14, by, who is personally known to me or who has produced \_\_\_\_\_ as identification. by Kimberly Wurster.

My commission expires: 11-18-2014

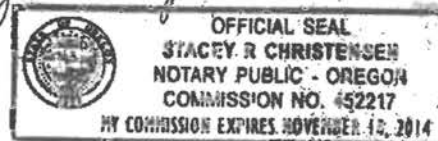
Stacey R Christensen

Notary Public

SEAL \_\_\_\_\_

(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:

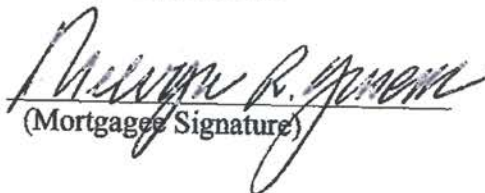
  
(Signature)

PATRICK GUSSIO  
(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:

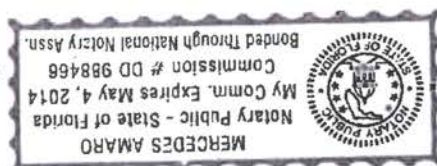
Notary Public



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.

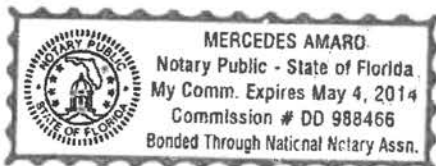
My commission expires:

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 3<sup>rd</sup> 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 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, 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 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 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 Diana L. Archambault

(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 Diana L. Archambault

(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 7<sup>th</sup> DAY OF JANUARY, 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 7<sup>th</sup> day of JANUARY, 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)



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 \_\_\_\_\_, 2020 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 (as a hardware store with outdoor garden center) and pursuant to the Brevard County Code, Section 62-1482; 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 subsequently modified again on May 13, 2014 recorded in Official Record Book 7129, Page 1312

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, the Developer/Owner agrees that all of the uses listed in BU-1 shall remain prohibited unless permitted in BU-1A, except the following ; Hardware store with outdoor garden center. Developer shall retain the right to all permitted uses listed in the BU-1A (Restricted Neighborhood Retail Commercial) pursuant to the Brevard County Code, Section 62-1481

5. The Developer/Owner shall modify the access as follows; open the previously closed Adams Place driveway which is located on southwest corner of property.

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 \_\_\_\_\_. 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:

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

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

\_\_\_\_\_, Chairman  
As approved by the Board on \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_, 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:

SEAL

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

WITNESSES:

DEVELOPER/OWNER

4725 FAY BLVD LAND TRUST AGREEMENT #1

U/A/D 02/10/2008

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_ as \_\_\_\_\_ 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.

Notary Public

SEAL

\_\_\_\_\_  
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.

Less and Except:

**A PORTION OF 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, PAGES 25 THROUGH 35, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 12, BLOCK 81, THENCE ALONG THE WEST LINE OF SAID LOT 12, ALONG THE EAST RIGHT OF WAY OF ADAMS PLACE, N 00°27'48" W, 55.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LINE OF SAID LOT 12, ALONG THE EAST RIGHT OF WAY OF ADAMS PLACE N 00°27'48" W, 224.25 FEET TO A POINT OF CURVATURE; THENCE 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF N 44°32'12" E, 35.36 FEET TO A POINT OF TANGENCY; THENCE ALONG THE NORTH LINE OF SAID LOT 12, ALONG THE SOUTH RIGHT OF WAY OFF AY BOULEYARD, N 89°32'12" E, 165.35 FEET; THENCE DEPARTING THE NORTH LINE OF SAID LOT 12, S 00°27'48" E, 103.70 FEET; THENCE S 89°32'12" W, 27.60 FEET; THENCE S 00°27'48" E, 125.00 FEET; THENCE S 71°25'18" W, 109.57 FEET; THENCE N 77°28'34" W, 60.15 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 0.99 ACRES MORE OR LESS.**

Street Address: 4755 Fay Blvd





# Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

## PROPERTY DETAILS

Phone: (321) 264-6700

<https://www.bcpao.us>

Account 2309941  
Owners Ferraro, Carmine Trustee  
Mailing Address 3860 Curtis Blvd 636 Cocoa FL 32927  
Site Address 4725 Fay Blvd Unit Sanct Cocoa FL 32927  
Parcel ID 23-35-23-JM-81-12  
Property Use 7100 - Church  
Exemptions None  
Taxing District 1900 - Unincorp District 1  
Total Acres 1.59  
Subdivision Port St John Unit 3  
Site Code 0307 - Fay Blvd  
Plat Book/Page 0022/0025  
Land Description Port St John Unit 3 Lot 12 Blk 81 Exc E 45 Ft & Orb  
7306 Pg 436

## VALUE SUMMARY

Category	2020	2019	2018
Market Value	\$272,860	\$302,830	\$279,830
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$272,860	\$302,830	\$279,830
Assessed Value School	\$272,860	\$302,830	\$279,830
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$272,860	\$302,830	\$279,830
Taxable Value School	\$272,860	\$302,830	\$279,830

## SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
03/14/2008	--	QC	Improved	5850/4857
03/10/2008	\$450,000	WD	Improved	5850/5050
08/14/2007	--	QC	Improved	5809/9719
08/21/2006	\$334,500	WD	Improved	5712/7016
11/01/1997	\$77,000	07	Vacant	3730/1529
02/09/1988	--	QC	--	2885/2876
08/18/1986	\$58,000	WD	--	2725/0742

## BUILDINGS

### PROPERTY DATA CARD #1

**Building Use:** 7100 - Church

#### Materials

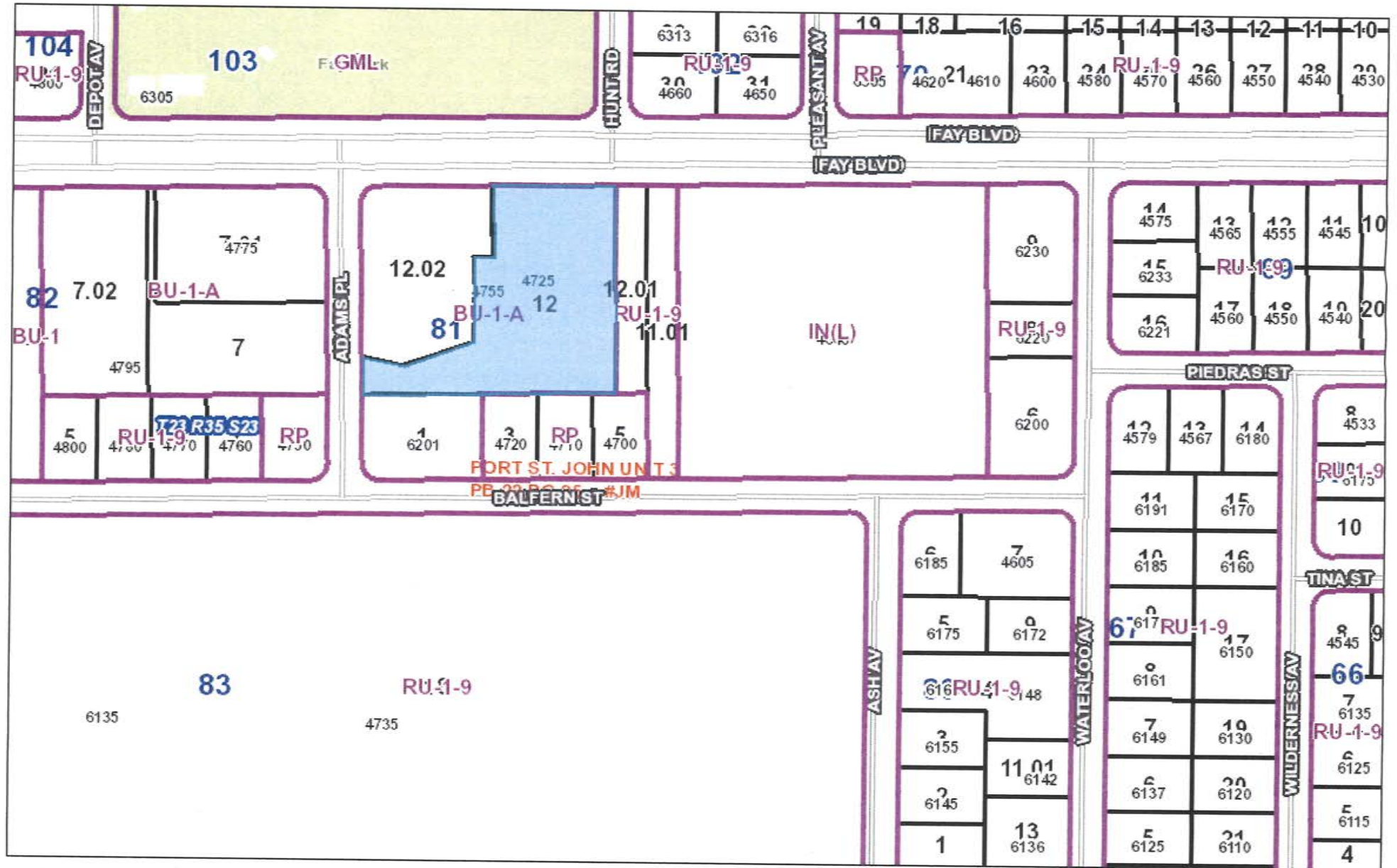
	Details	
Exterior Wall:	Vinyl/Aluminum	Year Built 1999
Frame:	Wood Frame	Story Height 9
Roof:	Bu-Tg/Mmbrn	Floors 1
Roof Structure:	Bar Joist Rigid	Residential Units 0
		Commercial Units 0

#### Sub-Areas

	Extra Features	
Base Area (1st)	2,880 Covered Patio	1,200
Carport	672 Paving - Asphalt	24,272

23

# ArcGIS Web Map



- Zoning
- Section
- Address
- Street Label

