



**AGENDA REPORT**  
**December 18, 2018**

**Citizen Request, Aaron Thalwitzer, Esq. re: Request to Correct Error in  
Binding Development Plan (BDP)**

---

---

**SUBJECT:**

Correction to Error in BDP

**FISCAL IMPACT:**

\$0

**DEPT/OFFICE:**

Agenda Coordinator

**REQUESTED ACTION:**

It is requested the Board of County Commissioners approve a correction to an error the BDP recorded at OR Book 3260 Page 3871, which is attached as Exhibit "A".

**SUMMARY EXPLANATION and BACKGROUND:**

The BDP improperly and inadvertently placed a restriction on a larger area than intended. The BDP was recorded in on Jan. 15, 1993. It was intended to encompass two lots of Hurwood Avenue only. Instead, the legal description on the BDP encompasses most of the intended area but also includes an area greater than intended. As a result of this error, the title to the property located at 595 Courtenay Parkway is improperly clouded by this restriction.

Contact:

Aaron Thalwitzer, Esq.  
257 N. Orlando Ave.  
Cocoa Beach, Fl. 32931  
321-799-4777  
Aaron@BrevardLegal.com

**ATTACHMENTS:**

**Description**

- Staff Report**
- Existing BDP**
- Corrected BDP**



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

December 19, 2018

**M E M O R A N D U M**

**TO:** Tad Calkins, Planning and Development Director

**RE:** Item J.3., Citizen Request by Aaron Thalwitzer, Esquire, for Request to Correct Error in Binding Development Plan (BDP)

The Board of County Commissioners, in regular session on December 18, 2018, approved the citizen request made by Aaron Thalwitzer, Esq. to correct an error in the BDP recorded ORBK 3260 and Page 3871, subject to the addition of a joinder of the mortgage holder and proper execution by the owners

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*for*   
for: Tammy Rowe, Deputy Clerk

/ds

cc: County Attorney  
County Manager

This instrument prepared by and return to:

Aaron Thalwitzer, Esq.  
Gordon & Thalwitzer  
257 N. Orlando Ave.  
Cocoa Beach, FL 32931

CFN 2019006337, OR BK 8345 PAGE 2269,  
Recorded 01/10/2019 at 01:58 PM, Scott Ellis, Clerk of  
Courts, Brevard County  
# Pgs:9

## CORRECTED BINDING DEVELOPMENT PLAN

This Corrected Binding Development Plan (the "Agreement") is entered into this 16 day of December, 2018, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County") and SPACE COAST REAL ESTATE PARTNERS, LLC ("SCREP") and RALPH S. PERRONE, SR. REVOCABLE TRUST AGREEMENT DATED DECEMBER 22, 1998; CYNTHIA L. PERRONE REVOCABLE TRUST AGREEMENT DATED DECEMBER 22, 1998, RALPH S. PERRONE, and CYNTHIA L. PERRONE (together, "RALPH") (SCREP and RALPH are sometimes collectively referred to as "OWNERS");

### WITNESSETH:

WHEREAS, OWNERS own property (the "Property") located in Brevard County, Florida, as more particularly described in Exhibit "A" hereof and made a part hereof by this reference; and

WHEREAS, OWNERS are the successors-in-interest to WILLIAM ISON and DOROTHY ISON, the parties to the Binding Development Plan dated November 23, 1992 and recorded at OR BK 3260 PG 3871 ("BDP"); and

WHEREAS, OWNERS became aware of a discrepancy between the legal descriptions in the BDP and Resolution No. Z-9090, dated January 15, 1993 ("Resolution"), by which the BOARD approved of the BDP, which caused certain real property to be encumbered by the BDP of which the BOARD had not approved in the Resolution or otherwise; and

WHEREAS, OWNERS and BOARD desire to cure the discrepancy by revising and replacing the BDP with this Agreement, which shall supersede the BDP in all respects; and

WHEREAS, OWNERS desire to maintain the Property as a parking lot with drainage and other associated improvements, and pursuant to the Brevard County Code, Appendix C-Zoning; and

WHEREAS, COUNTY is authorized to regulate development of the Property.

NOW, THEREFORE, the parties agree as follows:

1. The above recitals are hereby incorporated in this Agreement for all purposes as if fully set forth herein.
2. For the avoidance of any doubt, the BDP remains in place with respect to the real property to which it applies in this Agreement, but is released and of no further affect with respect to the real property included in the BDP but not included in this Agreement.

3. COUNTY shall not be required or obligated in any way to construct, maintain, or participate in any way to construct, maintain, or participate in any way in the construction or maintenance of the improvements. It is the intent of the parties that OWNERS, their grantees, successors, or assigns in interest or some other association and/or assigns satisfactory to COUNTY, shall be responsible for the maintenance of the improvements.

4. The Property shall not be used for any purpose other than a parking lot with associated improvements and drainage.

5. OWNERS, upon execution hereof, shall pay to COUNTY the cost of recording this Agreement in the Official Records of Brevard County, Florida.

6. This Agreement shall supersede and replace the BDP recorded in OR BK 3260 PG 3871 in all respects.

7. 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 and be binding upon any person, firm, or corporation who may become the successor in interest, directly or indirectly, to the subject Property.

*[Signatures follow on separate pages]*

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

Tammy Rowe  
Witness Signature

By: [Signature]  
Kristine Isnardi, Chair

Tammy Rowe  
Print Witness Name

Attest: [Signature]  
Print Name and Title

Deborah Thomas  
Witness Signature

Deborah Thomas  
Print Witness Name

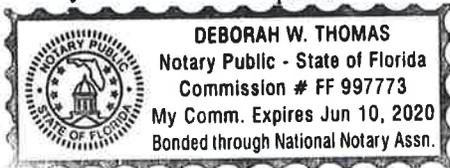
STATE OF FLORIDA     )  
  ) ss:  
COUNTY OF BREVARD    )

As approved by Board 12/18/2018

THE FOREGOING INSTRUMENT was acknowledged before me this 18 day of December, 2018 by KRISTINE ISNARDI, as Chairperson, and SCOTT ELLIS, as Clerk of the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, who are personally known to me or who produced \_\_\_\_\_ as identification, and who did take oaths.

Deborah W. Thomas  
Notary Public Signature

My commission expires:



DEBORAH W. THOMAS  
Print Notary Public Name

SPACE COAST REAL ESTATE PARTNERS,  
LLC

Ana A. Riddell  
Witness Signature

By: [Signature]  
Signature of CEO

Ana A Riddell  
Print Witness Name

[Signature]  
Witness Signature

Attest: Rodolfo Gari - CEO/owner  
Print Name and Title

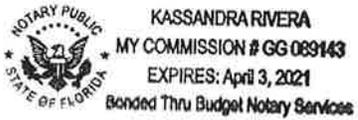
Ian Weitz  
Print Witness Name

STATE OF FLORIDA        )  
  ) ss:  
COUNTY OF ~~BREVARD~~ )  
  Hillsborough

THE FOREGOING INSTRUMENT was acknowledged before me this 13 day of December, 2018 by Rodolfo Gari, as CEO, of SPACE COAST REAL ESTATE PARTNERS, LLC, FLORIDA, who is personally known to me or who produced \_\_\_\_\_ as identification, and who did take an oath.

[Signature]  
Notary Public Signature

My commission expires:



Kassandra Rivera  
Print Notary Public Name

CYNTHIA L. PERRONE, Individually and as  
Trustee of the CYNTHIA L. PERRONE  
REVOCABLE TRUST AGREEMENT DATED  
DECEMBER 22, 1998

[Signature]  
Witness Signature

Charles Grebbbs  
Print Witness Name

[Signature]  
Witness Signature

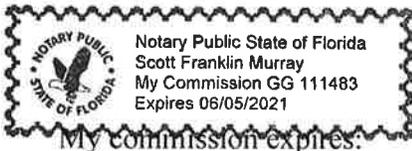
AMANDA CAMACHO  
Print Witness Name

Signed: Cynthia L Perrone  
By: Cynthia L. Perrone, as Trustee and Individually

Attest: Cynthia L Perrone  
Print Name and Title

STATE OF FLORIDA        )  
  ) ss:  
COUNTY OF BREVARD    )

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_ day of  
December, 2018 by CYNTHIA L. PERRONE, Individually and as Trustee of CYNTHIA L.  
PERRONE REVOCABLE TRUST AGREEMENT DATED DECEMBER 22, 1998, who is  
personally known to me or who produced \_\_\_\_\_ as identification, and  
who did take an oath.



[Signature]  
Notary Public Signature

SCOTT F MURRAY  
Print Notary Public Name

RALPH S. PERRONE, SR., Individually and as  
Trustee of the RALPH S. PERRONE, SR.  
REVOCABLE TRUST AGREEMENT DATED  
DECEMBER 22, 1998

*[Handwritten Signature]*

Witness Signature

*Charles Crobb*

Print Witness Name

*[Handwritten Signature]*

Witness Signature

*AMANDA CAMACHO*

Print Witness Name

Signed: \_\_\_\_\_

By: Ralph S. Perrone, as Trustee and Individually

Attest: \_\_\_\_\_

*Ralph Perrone*

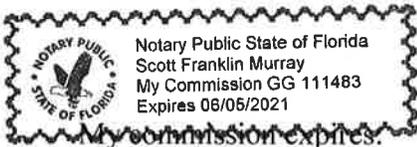
Print Name and Title

STATE OF FLORIDA )

) ss:

COUNTY OF BREVARD )

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_ day of  
December, 2018 by RALPH S. PERRONE, SR., Individually and as Trustee of RALPH S.  
PERRONE, SR. REVOCABLE TRUST AGREEMENT DATED DECEMBER 22, 1998, who is  
personally known to me or who produced \_\_\_\_\_ as identification, and  
who did take an oath.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public Signature

*Scott F Murray*  
\_\_\_\_\_  
Print Notary Public Name

**Exhibit "A"**

Lot 3 and West 40 feet of Lot 2, Block A, Plat of Hibiscus Park, according to the Plat thereof as recorded in Plat Book 11, page 40 B, Public Records of Brevard County, Florida; AND, Lot 4, Block A, Plat of Hibiscus Park, according to the Plat thereof as recorded in Plat Book 11, page 40, of the Public Records of Brevard County, Florida. Section 26, Township 24, Range 36.

**JOINDER IN CORRECTED BINDING DEVELOPMENT PLAN**

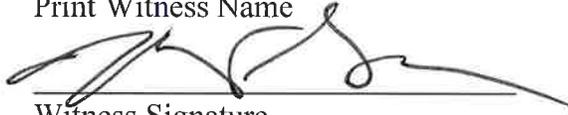
KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the authorized agent and signatory for the owner and holder of that certain Mortgage dated October 7, 2015 given by SPACE COAST REAL ESTATE PARTNERS, LLC ("SCREP"), a Florida limited liability company, as mortgagor, in favor of the undersigned, Wells Fargo, NA organized and existing under the laws of the State of Florida, as mortgagee, recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_ of the Public Records of Brevard County, Florida and encumbering lands described in said Mortgage, does hereby join in the Corrected Binding Development Plan approved by the Brevard County Commission on December 18, 2018 for the purpose of subordinating the lien of the undersigned's Mortgage to said Corrected Binding Development Plan.

Wells Fargo Private Bank

  
\_\_\_\_\_  
Witness Signature

By:   
\_\_\_\_\_  
**Larry Hamrick, SR. Vice President**

Philip D. Blasi  
\_\_\_\_\_  
Print Witness Name

  
\_\_\_\_\_  
Witness Signature

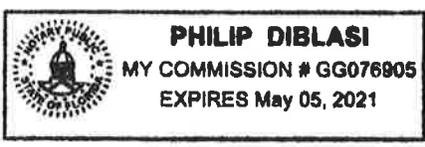
Matthew Gascon  
\_\_\_\_\_  
Print Witness Name

STATE OF FLORIDA        )  
  ) ss:  
COUNTY OF BREVARD    )

THE FOREGOING INSTRUMENT was acknowledged before me this 20th day of December, 2018 by Larry Hamrick, as Authorized Representative, of Wells Fargo, NA, who is personally known to me or who produced a driver license as identification, and who did take an oath.

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

My commission expires: 5-5-2021



Philip D. Blasi  
\_\_\_\_\_  
Print Notary Public Name





# Staff Report

**BOARD OF COUNTY COMMISSIONERS**

**SUBJECT: Item J.2. Citizen Request, Mr. Thalwitzer, to correct error in a BDP**

**DATE: December 11, 2018**

**AUTHORS: Planning and Development Department**

---

The Board's approval and the chairperson execution of the attached Binding Development Plan (BDP) will correct the error Mr. Thalwitzer has brought to our attention.

It was discovered that the original BDP, OR Book 3260, Page 3871-3873, which recorded on January 15, 1993, has an error in the legal description. The BDP was submitted with a different legal description than was advertised with the zoning request, and subsequently recorded. The attached revised BDP, presented by Mr. Thalwitzer, contains the corrected legal description encumbering the property described in the zoning change request. Staff has reviewed the BDP language and it contains the all of the self-imposed limitations included in the original Board action on November 23, 1992.

EXHIBIT "A"

Returned: Clerk to Brevard

*Landy Crawford* Clerk Circuit Court  
 Recorded and Verified Brevard County FL  
 # Pgs. 3 # Names 3  
 Trust Fund 2.00 Rec Fee 13.00  
 Stamp-Deed \_\_\_\_\_ Excise Tx \_\_\_\_\_  
 Stamp-Mtg \_\_\_\_\_ Int Tx \_\_\_\_\_  
 Service Chg \_\_\_\_\_ Refund \_\_\_\_\_

This instrument prepared by:  
 JAMES W. PEEPLES III, ESQ.  
 GRAY, HARRIS, ROBINSON,  
 KIRSCHENBAUM & PEEPLES  
 P. O. Box 320757  
 Cocoa Beach, Florida 32932-0757

BINDING DEVELOPMENT PLAN

THIS BINDING DEVELOPMENT PLAN (the "Agreement") is entered into this 13<sup>th</sup> day of November, 1992, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (the "COUNTY"), and WILLIAM ISON and DOROTHY ISON (the "DEVELOPER");

W I T N E S S E T H :

WHEREAS, DEVELOPER owns property (the "Property") located in Brevard County, Florida, as more particularly described in Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS, DEVELOPER desires to develop the Property as a parking lot with drainage and other associated improvements, and pursuant to the Brevard County Code, Appendix C-Zoning; and

WHEREAS, as part of its plan for development of the Property, DEVELOPER wishes to mitigate negative impact on abutting land owners and affected facilities or services; and

WHEREAS, COUNTY is authorized to regulate development of the Property.

NOW, THEREFORE, the parties agree as follows:

1. COUNTY shall not be required or obligated in any way to construct, maintain or participate in any way in the construction or maintenance of the improvements. It is the intent of the parties that DEVELOPER, its grantees, successors or assigns in interest, or some other association and/or assigns satisfactory to COUNTY, shall be responsible for the maintenance of the improvements.

2. The Property shall not be used for any purpose other than a parking lot with associated improvements and drainage.

3. DEVELOPER, upon execution of this Agreement, shall pay to COUNTY the cost of recording this Agreement in the Public Records of Brevard County, Florida.

7. 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 and be binding upon any person, firm or corporation who may become the successor in interest, directly or indirectly, to the subject Property.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

SIGNED, SEALED AND DELIVERED  
 IN THE PRESENCE OF:

BOARD OF COUNTY COMMISSIONERS OF  
 BREVARD COUNTY, FLORIDA

*Jammy M. Thomas*  
 Witness Signature

By: *Karen S. Andreas*  
 Signature of Chairman

Jammy M. Thomas  
 Print Witness Name

Address: 2725 St. Johns Street  
 Melbourne, FL 32940

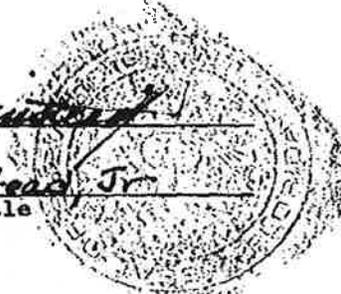
313246  
93 JAN 15 PM 4:17

Laura M Victor  
Witness Signature

LAURA M VICTOR  
Print Witness Name

Attest: [Signature]  
Signature

R. C. Winstead Jr  
Print Name and Title



STATE OF FLORIDA )  
COUNTY OF BREVARD ) ss:

THE FOREGOING INSTRUMENT was acknowledged before me this 17<sup>th</sup> day of November, 1992, by Karen S. Andrae, as Chairman, and R. C. Winstead Jr, as Clerk of the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, who are personally known to me, or who produced \_\_\_\_\_ as identification, and who did take an oath.

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: MAY 19, 1993.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

[Signature]  
Notary Public Signature

TAMMY M. THOMAS  
Print Notary Public Name



[Signature]  
Witness Signature  
James W. Peoples III  
Print Witness Name

[Signature]  
Witness Signature  
TERI LYNN ARNOLD  
Print Witness Name

[Signature]  
WILLIAM ISON

[Signature]  
DOROTHY ISON

Address: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF BREVARD ) ss:

THE FOREGOING INSTRUMENT was acknowledged before me this 17<sup>th</sup> day of November, 1992, by WILLIAM ISON and DOROTHY ISON, who are personally known to me, or who produced \_\_\_\_\_ as identification, and who did take an oath.

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: June 26, 1995.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

jwp\ison\bindev

[Signature]  
Notary Public Signature

James W. Peoples III  
Print Notary Public Name



EXHIBIT A

**PARCEL - A**

**DESCRIPTION:**

A parcel of land lying in Section 26, Township 24 South, Range 36 East, Brevard County, Florida being more particularly described as follows:

Begin at the Southeast corner of HERRITT APARTMENT SITES, as recorded in Plat Book 18, Page 1 of the public records of Brevard County, Florida and run N.89°16'30"W., along the South line of said subdivision, a distance of 330.0 feet; thence S.20°56'51"W., a distance of 149.20 feet; thence N.89°16'30"W., parallel to said South line, a distance of 23.0 feet; thence S.00°33'00"W., parallel to the West right of way line of State Road No. 3, a distance of 110.0 feet to a point on the North line of the PLAT OF HIBISCUS PARK as recorded in Plat Book 11, Page 40 of said public records; thence S.89°16'30"E., along the North line of said subdivision, a distance of 155.0 feet, to the Southwest corner of lands per O.R. 1016, Page 164; thence N.00°33'00"E., along the West line of said lands, a distance of 100.0 feet; thence S.89°16'30"E., along the North line of said lands, a distance of 250.0 feet, to a point on said West right of way line of State Road No. 3; thence N.00°33'00"E., along said West right of way line, a distance of 150.0 feet to the Point of Beginning, containing 1.59 acres.  
LESS and Except a triangular shaped parcel described in O.R. 841, Page 233 for additional road right of way.  
Subject to a 10 foot CITY OF COCOA UTILITY Easement per O.R. 1239, Page 10 and subject to all other easements and rights of way of record.

**PARCEL - B**

**DESCRIPTION:**

Lot 3 and the West 40 feet of Lot 2, Block "A" of PLAT OF HIBISCUS PARK, as recorded in Plat Book 11, Page 40 of the Public Records of Brevard County, Florida.

The lot described herein was determined to lie within Flood Zone "C" per National Flood Insurance Program Map #125097-0100-C, dated September 16, 1982.

UNSUITABLE  
FOR  
MICROFILM

BK3260PG3873

4. Further explanation of our GIS staffs' findings are elaborated upon below.

If the BDP were recorded with an area greater than but including all of the area of the zoning action itself, I would recommend that we administratively process a new zoning action to remove the BDP from the additional area accidentally included in the BDP's resolution, leaving it on the remainder. Unfortunately, since the BDP's legal description does not include all of the area it was intended to and includes additional area it was not intended to, we need to determine what the easiest path is to make the correction.

This is a very rare occasion that we find errors like this in our zoning actions. Because you are in the process of working with the current owners, please feel free to provide them with this information. While we can administratively rezone a parcel with the proper notice procedures, etc., we cannot necessarily amend a BDP in the same fashion.

If you have a recommendation on how best to proceed, please let me know. Or, if you would like to arrange a time to discuss this with the County Attorney's office or Planning & Development staff, I can arrange a meeting or conference call.

Regards,

*Erin Sterk*

**Planning & Zoning Manager**  
Brevard County  
(321) 633-2070 ext. 52640

On Nov 15, 2018, at 4:57 PM, Adams, Joanne L <[Joanne.Adams@brevardfl.gov](mailto:Joanne.Adams@brevardfl.gov)> wrote:

Erin,

I've completed the research on this file. I know your schedule tomorrow is busy so I'll try to explain it all here.

The legal that was advertised for the **rezoning** only included the **2 lots** to the south as indicated on the maps.

However, the legal that was included with the **BDP** describes the following:

1. Parcel A description – The Isle of Merritt Condo Phase I and The Isle of Merritt Condo Phase II; Those are the 2 parcels with the buildings on them.
2. Parcel A less and excepts a triangular shaped parcel described in ORB 841, Page 233. I cannot see that document online so your office can contact the Clerk's Office to see what was less and excepted from the metes and bounds.
3. Parcel B description – Block A, Lot 2 is described.
4. Block A, Lot 4 is **not** described at all in the BDP.

You can contact me for further explanations on this if you like. Also, I have the file and other papers in my office. I didn't want to leave them in your office unattended until I could explain it to you.

Jo

Joanne Adams, GIS/Graphics Manager  
Brevard County IT/Brevard GIS  
321-633-2060  
<image004.png>  
Brevard County [GIS Zoning & FLU Interactive Map](#)

---

**From:** Sterk, Erin  
**Sent:** Wednesday, November 14, 2018 10:03 AM  
**To:** Adams, Joanne L  
**Cc:** Jones, Jennifer  
**Subject:** FW: Survey Delivery Courtenay Parkway Condo

Joanne,

Would like to discuss this and have you look into the claims that the legal description may not be accurate on a file from 1992, which amazingly you worked on. Let me know when you're available.

Thanks,  
Erin

---

**From:** Amy Mai Voight [<mailto:amy@myvoight.com>]  
**Sent:** Friday, November 9, 2018 5:50 PM  
**To:** Sterk, Erin; Jones, Jennifer  
**Cc:** William C. Voight, II, Esq.  
**Subject:** FW: Survey Delivery Courtenay Parkway Condo

Good Afternoon, Erin,

I received a copy of the survey and I am attaching them for your review as well. There are . I had the surveyor review the legal description in the BDP I provided to you, and he confirms that it does include the buildings. It appears that there may have been some mistake in the legal provided by the then owners when the BDP was drafted. I'm email it to both sellers' attorneys now, and we'll have to come to an agreement on how we can all get the buildings released from the BDP. Many thanks, and have a great weekend.

<image001.jpg>

**Amy Mai Voight** | Attorney

7680 Universal Boulevard, Suite 565, Orlando, FL 32819

E-Mail: [amy@myvoight.com](mailto:amy@myvoight.com)

Office: [\(407\) 477-4559](tel:(407)477-4559)

Fax: [\(321\) 396-7631](tel:(321)396-7631)

| [Facebook](#) | [Avvo](#) | [FindLaw](#) | [Google+](#) |

**\*\*Please note our new suite number 565.\*\***

**LEGAL DISCLAIMER:** The information transmitted is intended solely for the individual or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of or taking action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you have received this email in error please contact the sender and delete the material from any computer.

-----Original Message-----

From: Ridge Bartle <[ridge@visionlandservice.com](mailto:ridge@visionlandservice.com)>

Sent: Friday, November 09, 2018 5:22 PM

To: Amy Mai Voight <[amy@myvoight.com](mailto:amy@myvoight.com)>

Subject: Survey Delivery Courtenay Parkway Condo

Hi Amy,

Attached is the survey and invoice on Courtney Parkway. Unfortunately the legal you sent still encompasses both Phase I and Phase II of the condominium property.

Please let me know if you have any changes or comments. I always have my email open so please let me know if you need anything over the weekend.

Ridge

This instrument prepared by and return to:

Aaron Thalwitzer, Esq.  
Gordon & Thalwitzer  
257 N. Orlando Ave.  
Cocoa Beach, FL 32931

### **CORRECTED BINDING DEVELOPMENT PLAN**

This Corrected Binding Development Plan (the "Agreement") is entered into this \_\_\_ day of December, 2018, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County") and SPACE COAST REAL ESTATE PARTNERS, LLC ("SCREP") and RALPH S SENIOR TRUST & CYNTHIS LT PERRONE RALPH S SENIOR TRUST ("RALPH") (SCREP AND RALPH are sometimes collectively referred to as "OWNERS");

WITNESSETH:

WHEREAS, OWNERS own property (the "Property") located in Brevard County, Florida, as more particularly described in Exhibit "A" hereof and made a part hereof by this reference; and

WHEREAS, OWNERS are the successors-in-interest to WILLIAM ISON and DOROTHY ISON, the parties to the Binding Development Plan dated November 23, 1992 and recorded at OR BK 3260 PG 3871 ("BDP"); and

WHEREAS, OWNERS became aware of a discrepancy between the legal descriptions in the BDP and Resolution No. Z-9090, dated January 15, 1993 ("Resolution"), by which the BOARD approved of the BDP, which caused certain real property to be encumbered by the BDP which the BOARD had not approved of in the Resolution or otherwise; and

WHEREAS, OWNERS and BOARD desire to cure the discrepancy by revising and replacing the BDP with this Agreement, which shall supersede the BDP in all respects; and

WHEREAS, OWNERS desire to maintain the Property as a parking lot with drainage and other associated improvements, and pursuant to the Brevard County Code, Appendix C-Zoning; and

WHEREAS, COUNTY is authorized to regulate development of the Property;

NOW, THEREFORE, the parties agree as follows:

1. COUNTY shall not be required or obligated in any way to construct, maintain, or participate in any way to construct, maintain, or participate in any way in the construction or maintenance of the improvements. It is the intent of the parties that OWNERS, their grantees, successors, or assigns in interest or some other association and/or assigns satisfactory to COUNTY, shall be responsible for the maintenance of the improvements.

2. The Property shall not be used for any purpose other than a parking lot with associated improvements and drainage.

SPACE COAST REAL ESTATE PARTNERS,  
LLC

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Signature of CEO

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness Signature

Attest: \_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Witness Name

STATE OF FLORIDA     )  
                                  ) ss:  
COUNTY OF BREVARD    )

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_ day of  
December, 2018 by \_\_\_\_\_, as CEO, of SPACE COAST REAL ESTATE  
PARTNERS, LLC, FLORIDA, who is personally known to me or who produced \_\_\_\_\_  
\_\_\_\_\_ as identification, and who did take an oath.

My commission expires:

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

\_\_\_\_\_  
Print Notary Public Name

RALPH S SENIOR TRUST & CYNTHIS LT  
PERRONE RALPH S SENIOR TRUST

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Signature of Trustee

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness Signature

Attest: \_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Witness Name

STATE OF FLORIDA     )  
  ) ss:  
COUNTY OF BREVARD    )

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_\_ day of  
December, 2018 by \_\_\_\_\_, as Trustee, of RALPH S SENIOR TRUST &  
CYNTHIS LT PERRONE RALPH S SENIOR TRUST, who is personally known to me or who  
produced \_\_\_\_\_ as identification, and who did take an oath.

My commission expires:

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

\_\_\_\_\_  
Print Notary Public Name

Exhibit "A"

Lot 3 and the West 40 feet of Lot 2, Block A, plat of Hibiscus Park according to the Plat thereof as recorded in Plat Book 11, page 40B, Official Records of Brevard County, Florida; and Lot 4, Block A, Plat of Hibiscus Park, according to the Plat thereof as recorded in Plat Book 11, page 40, of the Official Records of Brevard County, Florida. (.53 acre) Located on the north side of Hurwood Avenue, approximately 200 ft. west of North Courtenay Pkwy. Section 26, Township 24 S, Range 36 E.

No Signature Needed J-3

Submitted by applicant 12/17  
6:30 PM

Concept OK

Subject to joinder  
of mortgage holders  
and proper execution  
by owners may be  
approved.  
EB

This instrument prepared by and return to:  
Aaron Thalwitzer, Esq.  
Gordon & Thalwitzer  
257 N. Orlando Ave.  
Cocoa Beach, FL 32931

**CORRECTED BINDING DEVELOPMENT PLAN**

This Corrected Binding Development Plan (the "Agreement") is entered into this \_\_\_ day of December, 2018, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County") and SPACE COAST REAL ESTATE PARTNERS, LLC ("SCREP") and RALPH S. PERRONE, SR. REVOCABLE TRUST AGREEMENT DATED DECEMBER 22, 1998; CYNTHIA L. PERRONE REVOCABLE TRUST AGREEMENT DATED DECEMBER 22, 1998. RALPH S. PERRONE, and CYNTHIA L. PERRONE (together, "RALPH") (SCREP and RALPH are sometimes collectively referred to as "OWNERS");

WITNESSETH:

WHEREAS, OWNERS own property (the "Property") located in Brevard County, Florida, as more particularly described in Exhibit "A" hereof and made a part hereof by this reference; and

WHEREAS, OWNERS are the successors-in-interest to WILLIAM ISON and DOROTHY ISON, the parties to the Binding Development Plan dated November 23, 1992 and recorded at OR BK 3260 PG 3871 ("BDP"); and

WHEREAS, OWNERS became aware of a discrepancy between the legal descriptions in the BDP and Resolution No. Z-9090, dated January 15, 1993 ("Resolution"), by which the BOARD approved of the BDP, which caused certain real property to be encumbered by the BDP of which the BOARD had not approved in the Resolution or otherwise; and

WHEREAS, OWNERS and BOARD desire to cure the discrepancy by revising and replacing the BDP with this Agreement, which shall supersede the BDP in all respects; and

WHEREAS, OWNERS desire to maintain the Property as a parking lot with drainage and other associated improvements, and pursuant to the Brevard County Code, Appendix C-Zoning; and

WHEREAS, COUNTY is authorized to regulate development of the Property.

NOW, THEREFORE, the parties agree as follows:

1. The above recitals are hereby incorporated in this Agreement for all purposes as if fully set forth herein.
2. For the avoidance of any doubt, the BDP remains in place with respect to the real property to which it applies in this Agreement, but is released and of no further affect with respect to the real property included in the BDP but not included in this Agreement.

3. COUNTY shall not be required or obligated in any way to construct, maintain, or participate in any way to construct, maintain, or participate in any way in the construction or maintenance of the improvements. It is the intent of the parties that OWNERS, their grantees, successors, or assigns in interest or some other association and/or assigns satisfactory to COUNTY, shall be responsible for the maintenance of the improvements.

4. The Property shall not be used for any purpose other than a parking lot with associated improvements and drainage.

5. OWNERS, upon execution hereof, shall pay to COUNTY the cost of recording this Agreement in the Official Records of Brevard County, Florida.

6. This Agreement shall supersede and replace the BDP recorded in OR BK 3260 PG 3871 in all respects.

7. 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 and be binding upon any person, firm, or corporation who may become the successor in interest, directly or indirectly, to the subject Property.

*[Signatures follow on separate pages]*

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

By: Do Not Sign  
Signature of Chairperson

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness Signature

Attest: \_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Witness Name

STATE OF FLORIDA     )  
                                  ) ss:  
COUNTY OF BREVARD    )

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_ day of December, 2018 by KRISTINE ISNARDI, as Chairperson, and \_\_\_\_\_ as Clerk of the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, who are personally known to me or who produced \_\_\_\_\_ as identification, and who did take oaths.

My commission expires: \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Print Notary Public Name

SPACE COAST REAL ESTATE PARTNERS,  
LLC

By: [Signature]  
Signature of CEO

Anna A. Riddell  
Witness Signature

Anna A. Riddell  
Print Witness Name

[Signature]  
Witness Signature

Ian Weitz  
Print Witness Name

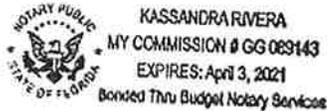
Attest: Rodolfo Gari - CEO/owner  
Print Name and Title

STATE OF FLORIDA )  
                                  ) ss:  
COUNTY OF ~~BREVARD~~ )  
                                  Hillsborough

THE FOREGOING INSTRUMENT was acknowledged before me this 13 day of December, 2018 by Rodolfo Gari, as CEO of SPACE COAST REAL ESTATE PARTNERS, LLC, FLORIDA, who is personally known to me or who produced \_\_\_\_\_ as identification, and who did take an oath.

[Signature]  
Notary Public Signature

My commission expires:



Kassandra Rivera  
Print Notary Public Name



RALPH S. PERRONE, SR., Individually and as  
Trustee of the RALPH S. PERRONE, SR. REVOCABLE  
TRUST AGREEMENT DATED  
DECEMBER 22, 1998

[Handwritten Signature]  
Witness Signature

April E. Reed  
Print Witness Name

[Handwritten Signature]  
Witness Signature

Robert C. Slane  
Print Witness Name

By: [Handwritten Signature]  
Signature of Trustee

Attest: Ralph Perrone, Trustee  
Print Name and Title

STATE OF FLORIDA    )  
  ) SS:  
COUNTY OF BREVARD    )

THE FORI-GOING INSTRUMENT was acknowledged before me this 13 day of  
December, 2018 by RALPH S. PERRONE, SR., Individually and as Trustee of RALPH S. PERRONE,  
SR. REVOCABLE TRUST AGREEMENT DATED DECEMBER 22, 1998, who is personally known to me  
or who produced \_\_\_\_\_ as identification, and who did take an oath.



My Commission Expires:

[Handwritten Signature]  
Notary Public Signature

Scott F. Murray  
Print Notary Public Name

**Exhibit "A"**

Lot 3 and West 40 feet of Lot 2, Block A, Plat of Hibiscus Park, according to the Plat thereof as recorded in Plat Book 11, page 40 B, Public Records of Brevard County, Florida; AND, Lot 4, Block A, Plat of Hibiscus Park, according to the Plat thereof as recorded in Plat Book 11, page 40, of the Public Records of Brevard County, Florida. Section 26, Township 24, Range 36.

J3  
11

3. OWNERS, upon execution hereof, shall pay to COUNTY the cost of recording this Agreement in the Official Records of Brevard County, Florida.

4. This Agreement shall supersede and replace the BDP in all respects.

5. 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 and be binding upon any person, firm, or corporation who may become the successor in interest, directly or indirectly, to the subject Property.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Signature of Chairperson  
KRISTINE ISNARDI CHAIR

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness Signature

Attest: \_\_\_\_\_  
Print Name and Title  
SCOTT ELLIS, CLERK

\_\_\_\_\_  
Print Witness Name

STATE OF FLORIDA     )  
                                  ) ss:  
COUNTY OF BREVARD    )

As approved by Board December 18, 2018

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_ day of December, 2018 by Kristine Isnardi, as Chairperson, and Scott Ellis, as Clerk of the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, who are personally known to me or who produced \_\_\_\_\_ as identification, and who did take oaths.

My commission expires:

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

\_\_\_\_\_  
Print Notary Public Name

JB  
C4TB

3. OWNERS, upon execution hereof, shall pay to COUNTY the cost of recording this Agreement in the Official Records of Brevard County, Florida.

4. This Agreement shall supersede and replace the BDP in all respects.

5. 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 and be binding upon any person, firm, or corporation who may become the successor in interest, directly or indirectly, to the subject Property.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Signature of Chairperson  
KRISTINE ISNARDI CHAIR

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness Signature

Attest: \_\_\_\_\_  
Print Name and Title  
SCOTT ELLIS, CLERK

\_\_\_\_\_  
Print Witness Name

STATE OF FLORIDA     )  
                                  ) ss:  
COUNTY OF BREVARD    )

As approved by Board December 18, 2018

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_ day of December, 2018 by Kristine Isnardi, as Chairperson, and Scott Ellis, as Clerk of the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, who are personally known to me or who produced \_\_\_\_\_ as identification, and who did take oaths.

My commission expires:

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

\_\_\_\_\_  
Print Notary Public Name

from  
AT

This instrument prepared by and return to:  
Aaron Thalwitzer, Esq.  
Gordon & Thalwitzer  
257 N. Orlando Ave.  
Cocoa Beach, FL 32931

**CORRECTED BINDING DEVELOPMENT PLAN**

This Corrected Binding Development Plan (the "Agreement") is entered into this \_\_\_ day of December, 2018, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County") and SPACE COAST REAL ESTATE PARTNERS, LLC ("SCREP") and RALPH S. PERRONE, SR. REVOCABLE TRUST AGREEMENT DATED DECEMBER 22, 1998; CYNTHIA L. PERRONE REVOCABLE TRUST AGREEMENT DATED DECEMBER 22, 1998, RALPH S. PERRONE, and CYNTHIA L. PERRONE (together, "RALPH") (SCREP and RALPH are sometimes collectively referred to as "OWNERS");

WITNESSETH:

WHEREAS, OWNERS own property (the "Property") located in Brevard County, Florida, as more particularly described in Exhibit "A" hereof and made a part hereof by this reference; and

WHEREAS, OWNERS are the successors-in-interest to WILLIAM ISON and DOROTHY ISON, the parties to the Binding Development Plan dated November 23, 1992 and recorded at OR BK 3260 PG 3871 ("BDP"); and

WHEREAS, OWNERS became aware of a discrepancy between the legal descriptions in the BDP and Resolution No. Z-9090, dated January 15, 1993 ("Resolution"), by which the BOARD approved of the BDP, which caused certain real property to be encumbered by the BDP of which the BOARD had not approved in the Resolution or otherwise; and

WHEREAS, OWNERS and BOARD desire to cure the discrepancy by revising and replacing the BDP with this Agreement, which shall supersede the BDP in all respects; and

WHEREAS, OWNERS desire to maintain the Property as a parking lot with drainage and other associated improvements, and pursuant to the Brevard County Code, Appendix C-Zoning; and

WHEREAS, COUNTY is authorized to regulate development of the Property.

NOW, THEREFORE, the parties agree as follows:

1. The above recitals are hereby incorporated in this Agreement for all purposes as if fully set forth herein.
2. For the avoidance of any doubt, the BDP remains in place with respect to the real property to which it applies in this Agreement, but is released and of no further affect with respect to the real property included in the BDP but not included in this Agreement.

3. COUNTY shall not be required or obligated in any way to construct, maintain, or participate in any way to construct, maintain, or participate in any way in the construction or maintenance of the improvements. It is the intent of the parties that OWNERS, their grantees, successors, or assigns in interest or some other association and/or assigns satisfactory to COUNTY, shall be responsible for the maintenance of the improvements.

4. The Property shall not be used for any purpose other than a parking lot with associated improvements and drainage.

5. OWNERS, upon execution hereof, shall pay to COUNTY the cost of recording this Agreement in the Official Records of Brevard County, Florida.

6. This Agreement shall supersede and replace the BDP recorded in OR BK 3260 PG 3871 in all respects.

7. 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 and be binding upon any person, firm, or corporation who may become the successor in interest, directly or indirectly, to the subject Property.

*[Signatures follow on separate pages]*

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Signature of Chairperson

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness Signature

Attest: \_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Witness Name

STATE OF FLORIDA     )  
                                  ) ss:  
COUNTY OF BREVARD    )

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_ day of December, 2018 by KRISTINE ISNARDI, as Chairperson, and \_\_\_\_\_, as Clerk of the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, who are personally known to me or who produced \_\_\_\_\_ as identification, and who did take oaths.

My commission expires:

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

\_\_\_\_\_  
Print Notary Public Name







**Exhibit "A"**

Lot 3 and West 40 feet of Lot 2, Block A, Plat of Hibiscus Park, according to the Plat thereof as recorded in Plat Book 11, page 40 B, Public Records of Brevard County, Florida; AND, Lot 4, Block A, Plat of Hibiscus Park, according to the Plat thereof as recorded in Plat Book 11, page 40, of the Public Records of Brevard County, Florida. Section 26, Township 24, Range 36.

This instrument prepared by and return to:

Aaron Thalwitzer, Esq.  
Gordon & Thalwitzer  
257 N. Orlando Ave.  
Cocoa Beach, FL 32931

### **CORRECTED BINDING DEVELOPMENT PLAN**

This Corrected Binding Development Plan (the "Agreement") is entered into this \_\_\_ day of December, 2018, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County") and SPACE COAST REAL ESTATE PARTNERS, LLC ("SCREP") and RALPH S. PERRONE, SR. REVOCABLE TRUST AGREEMENT DATED DECEMBER 22, 1998; CYNTHIA L. PERRONE REVOCABLE TRUST AGREEMENT DATED DECEMBER 22, 1998, RALPH S. PERRONE, and CYNTHIA L. PERRONE (together, "RALPH") (SCREP and RALPH are sometimes collectively referred to as "OWNERS");

WITNESSETH:

WHEREAS, OWNERS own property (the "Property") located in Brevard County, Florida, as more particularly described in Exhibit "A" hereof and made a part hereof by this reference; and

WHEREAS, OWNERS are the successors-in-interest to WILLIAM ISON and DOROTHY ISON, the parties to the Binding Development Plan dated November 23, 1992 and recorded at OR BK 3260 PG 3871 ("BDP"); and

WHEREAS, OWNERS became aware of a discrepancy between the legal descriptions in the BDP and Resolution No. Z-9090, dated January 15, 1993 ("Resolution"), by which the BOARD approved of the BDP, which caused certain real property to be encumbered by the BDP of which the BOARD had not approved in the Resolution or otherwise; and

WHEREAS, OWNERS and BOARD desire to cure the discrepancy by revising and replacing the BDP with this Agreement, which shall supersede the BDP in all respects; and

WHEREAS, OWNERS desire to maintain the Property as a parking lot with drainage and other associated improvements, and pursuant to the Brevard County Code, Appendix C-Zoning; and

WHEREAS, COUNTY is authorized to regulate development of the Property.

NOW, THEREFORE, the parties agree as follows:

1. The above recitals are hereby incorporated in this Agreement for all purposes as if fully set forth herein.

2. For the avoidance of any doubt, the BDP remains in place with respect to the real property to which it applies in this Agreement, but is released and of no further affect with respect to the real property included in the BDP but not included in this Agreement.

3. COUNTY shall not be required or obligated in any way to construct, maintain, or participate in any way to construct, maintain, or participate in any way in the construction or maintenance of the improvements. It is the intent of the parties that OWNERS, their grantees, successors, or assigns in interest or some other association and/or assigns satisfactory to COUNTY, shall be responsible for the maintenance of the improvements.

4. The Property shall not be used for any purpose other than a parking lot with associated improvements and drainage.

5. OWNERS, upon execution hereof, shall pay to COUNTY the cost of recording this Agreement in the Official Records of Brevard County, Florida.

6. This Agreement shall supersede and replace the BDP recorded in OR BK 3260 PG 3871 in all respects.

7. 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 and be binding upon any person, firm, or corporation who may become the successor in interest, directly or indirectly, to the subject Property.

*[Signatures follow on separate pages]*

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Signature of Chairperson

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness Signature

Attest: \_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Witness Name

STATE OF FLORIDA        )  
                                  ) ss:  
COUNTY OF BREVARD    )

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_ day of December, 2018 by KRISTINE ISNARDI, as Chairperson, and \_\_\_\_\_, as Clerk of the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, who are personally known to me or who produced \_\_\_\_\_ as identification, and who did take oaths.

My commission expires:

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

\_\_\_\_\_  
Print Notary Public Name



CYNTHIA L. PERRONE, Individually and as  
Trustee of the CYNTHIA L. PERRONE REVOCABLE  
TRUST AGREEMENT DATED  
DECEMBER 22, 1998

[Handwritten Signature]  
Witness Signature

By: Cynthia L Perrone, Trustee  
Signature of Trustee

April E. ROO  
Print Witness Name

Robert C. Slane  
Witness Signature

Attest: Cynthia L. Perrone, Trustee  
Print Name and Title

Robert C. Slane  
Print Witness Name

STATE OF FLORIDA        )  
  ) ss:  
COUNTY OF BREVARD    )

THE FOREGOING INSTRUMENT was acknowledged before me this 13 day of  
December, 2018 by CYNTHIA L. PERRONE, Individually and as Trustee of CYNTHIA L. PERRONE  
REVOCABLE TRUST AGREEMENT DATED DECEMBER 22, 1998, who is personally known to me or  
who produced \_\_\_\_\_ as identification, and who did take an oath.



[Handwritten Signature]  
Notary Public Signature

Scott F Murray  
Print Notary Public Name

RALPH S. PERRONE, SR., Individually and as  
Trustee of the RALPH S. PERRONE, SR. REVOCABLE  
TRUST AGREEMENT DATED  
DECEMBER 22, 1998

[Signature]  
Witness Signature

April Elrod  
Print Witness Name

[Signature]  
Witness Signature

Robert C. Slane  
Print Witness Name

By: [Signature]  
Signature of Trustee

Attest: Ralph Perrone, Trustee  
Print Name and Title

STATE OF FLORIDA        )  
  ) ss:  
COUNTY OF BREVARD    )

THE FOREGOING INSTRUMENT was acknowledged before me this 13 day of  
December, 2018 by RALPH S. PERRONE, SR., Individually and as Trustee of RALPH S. PERRONE,  
SR. REVOCABLE TRUST AGREEMENT DATED DECEMBER 22, 1998, who is personally known to me  
or who produced \_\_\_\_\_ as identification, and who did take an oath.



My commission expires \_\_\_\_\_

[Signature]  
Notary Public Signature

Scott F Murray  
Print Notary Public Name

**Exhibit "A"**

Lot 3 and West 40 feet of Lot 2, Block A, Plat of Hibiscus Park, according to the Plat thereof as recorded in Plat Book 11, page 40 B, Public Records of Brevard County, Florida; AND, Lot 4, Block A, Plat of Hibiscus Park, according to the Plat thereof as recorded in Plat Book 11, page 40, of the Public Records of Brevard County, Florida. Section 26, Township 24, Range 36.