

Meeting Date
August 5, 2014



AGENDA	
Section	CONSENT
Item No.	II.A.1

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Binding Development Plan, Re: River Fly-In, LLC (District 2)
DEPT/OFFICE:	Planning & Development Department



Requested Action:
 It is requested that the Board approve, and the Chairman sign, the subject Binding Development Plan.

Summary Explanation & Background:
 On May 29, 2014, the Board of County Commissioners approved a request for an amendment to an existing BDP in a PUD zoning classification on property described as Tax Parcel 254, as recorded in ORB 5713, Pages 7171-7172, Public Records, Brevard County, Florida, (13.03 acres), located on the south side of Code Rd., approx. 0.25 mile east of Plumosa St. (No assigned address. In the Merritt Island area). While the Board's motion on May 29 2014, had required TICO approval of the BDP language, staff and TICO have determined that the applicant is only required to obtain approval for amendments to the HOA documents. The BDP provides for the following:

- The condominium/homeowners' association documents shall provide that the condominium/homeowners' association shall approve each and every conveyance of a unit and resale of a unit. The condominium/homeowners' association shall obtain from "any person or entity of any conveyance of any interest in a unit" a signed acknowledgement for receipt of a copy of the Declaration of Covenants and Waiver of Claims and the Brevard County Avigation Easement. Copies of same signed by any person or entity of any conveyance of any interest in a unit shall then be sent to TICO Airport Authority. Any conveyance made without the condominium/homeowners' associations' approval shall be voidable by the condominium/homeowners' association.
- The condominium/homeowners' association shall provide annually, on or before July 1st of each year, to the TICO Airport Authority and to the County Manager's office of Brevard County, a sworn report setting forth the names and addresses of any person or entity of any conveyance of any interest in a unit within the Condominium for the previous calendar year and a copy of the documentation required to insure that a purchaser has received copies of the Declaration of Covenants and Waiver of Claims and Avigation Easement.
- The condominium/homeowners' association documents shall provide that the TICO Airport Authority shall have the standing to enforce the provisions of paragraphs 2 D (i-iii). If the Authority files suit to enforce the provisions of paragraph 2 D (i-iii), the prevailing party shall be entitled to attorney fees. The condominium/homeowners' association documents shall specifically provide that the doctrine of waiver shall not apply to any new owner of a residential unit, even though the condominium/homeowners' association has allowed, knowingly or unknowingly, the conveyance of a unit without receipt of the above referenced documents. In addition, the condominium/homeowners' association documents shall provide that the provisions set forth in 2 D (i-iii) may not be amended without the written consent of the TICO Airport Authority.

Clerk to the Board instruction: After recordation, forward two certified copies to the Planning and Development Department

Exhibits Attached: Binding Development Plan, with exhibits, and check for recording

Contract /Agreement (If attached):		Reviewed by County Attorney	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR <input type="checkbox"/>
County Manager		Assistant County Manager	Mel Scott, AICP		Department Director / Extension Robin M. Sobrino, AICP, Director Planning & Development Dept. Ext. 52069 		



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

Telephone: (321) 637-2001
Fax: (321) 264-6972

August 6, 2014

MEMORANDUM

TO: Jennifer Jones, Zoning

RE: Item II.A.1., Binding Development Plan Agreement for River Fly-In, LLC

The Board of County Commissioners, in regular session on August 5, 2014, executed Binding Development Plan Agreement for River Fly-In, LLC, for property located on the south side of Code Rd., approx. 0.25 mile east of Plumosa St. (No assigned address. In the Merritt Island area). Said Agreement was recorded in ORBK 7182 PGs 1198 through 1213. Enclosed for your necessary action are two certified copies of the recorded document.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge

Tammy Etheridge, Deputy Clerk

/jl

Encls. (2)

cc: Contracts Administration

PREPARED BY AND RETURN TO:
John H. Evans, Esquire
John H. Evans, P.A.
1702 S. Washington Ave
Titusville, FL 32780

**FIRST AMENDMENT TO
BINDING DEVELOPMENT PLAN**

THIS FIRST AMENDMENT TO BINDING DEVELOPMENT PLAN, entered into this 5th day of August, 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 RIVER FLY-IN LLC, a Florida limited liability company, successor in title to DR. WASIM NIAZI (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 in a residential configuration (the Project); and

WHEREAS, the Property is located within 1,500 feet of the Merritt Island Airport; and

WHEREAS, as part of its plan for development of the Property, the Titusville-Cocoa Airport Authority has requested that the Developer/Owner mitigate negative impacts of the abutting Merritt Island Airport upon the residential units planned to be constructed by the Developer/Owner; and

WHEREAS, the County is authorized to regulate development of the Property; and

WHEREAS, the County and the Owner entered into a Binding Development Plan on the 16th day of May, 2006, said Binding Development Plan being recorded in Official Records Book 5648, Page 7252, Public Records of Brevard County, Florida; and,

WHEREAS, the Owner desires to amend paragraphs 2.D.(ii), 2.D.(iii) and 2.D.(iv) of the Binding Development Plan.

NOW, THEREFORE, the parties agree and the Binding Development Plan is amended 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. To meet the desires of the Titusville-Cocoa Airport Authority and the Brevard County Commission the Developer/Owner agrees to the following:

A. Upon the approval of this the original Binding Development Plan, the Developer/Owner agrees to ~~record upon the Public Records of Brevard County Florida the Declaration of Covenants and Waiver of Claims attached as Exhibit "B"~~ **recorded the Declaration of Covenants and Waiver of Claims (Exhibit "B") in the Public Records of Brevard County, Florida at Official Records Book 5648, Page 7258.**

B. Upon the approval of this the original Binding Development Plan the Developer/Owner agrees to ~~record upon the Public Records of Brevard County the Avigation~~

~~Easement attached as Exhibit "C"~~ recorded the Avigation Easement (Exhibit "C) in the Public Records of Brevard County, Florida at Official Records Book 5648, Page 7262.

C. In addition, a recorded copy of the Declaration of Covenants and Waiver of Claims shall be included as an exhibit within the condominium/homeowners' association documents for any ~~residential~~ pProject built upon the Property.

D. The condominium/homeowner' association documents for any ~~residential build~~ Project on the subject pProperty shall further provide:

(i) A copy of the Declaration of Covenants and Waiver of Claims and Avigation Easement will be attached to the Declaration of Condominium/Declaration of Covenants as an exhibit.

(ii) ~~The condominium/homeowner documents shall provide that ownership within the Project shall be limited to persons who hold non-revoked pilot certifications issued by the FAA, their spouses or their surviving relatives. The condominium/homeowners documents shall provide that the condominium association shall approve each and every purchaser to insure that every purchaser of a unit within the Condominium shall be within this class of persons.~~ The condominium/homeowners' association documents shall provide that the condominium/homeowners' association shall approve each and every conveyance of a unit and resale of a unit. The condominium/homeowners' association shall obtain from any person or entity of any conveyance of any interest in a unit a signed acknowledgement for receipt of a copy of the Declaration of Covenants and Waiver of Claims and the Brevard County Avigation Easement. Copies of same signed by any person or entity of any

conveyance of any interest in a unit shall then be sent to the Titusville-Cocoa Airport Authority. Any conveyance made without the condominium/homeowners' associations' approval shall be voidable by the condominium/homeowners' association.

(iii) ~~The condominium association shall provide annually, on or before July 1st of each year, to the Titusville-Cocoa Airport Authority and to the City Manager's office of Brevard County, a sworn report setting forth the names and addresses of all purchasers of units within the Condominium for the previous calendar year and a copy of the documentation received by the condominium association to insure that a purchaser held a non-revoked pilot certificate issue by the FAA.~~ The condominium/homeowners' association shall provide annually, on or before July 1st of each year, to the Titusville-Cocoa Airport Authority and to the County Manager's office of Brevard County, a sworn report setting forth the names and addresses of any person or entity of any conveyance of any interest in a unit within the Property for the previous calendar year and a copy of the documentation required by paragraph 2.D.(ii) above to insure that a purchaser has received copies of the Declaration of Covenants and Waiver of Claims and Avigation Easement.

(iv) The condominium/homeowners' association documents shall provide that the Titusville-Cocoa Airport Authority shall have the standing to enforce the provisions of paragraphs 2 D (i-iii) above. If the Titusville-Cocoa Airport Authority files ~~association has to file~~ suit to enforce the provisions of paragraph 2 D (i-iii) above, the prevailing party shall be entitled to attorneys fees. The condominium/homeowners'

association documents shall specifically provide that the doctrine of waiver shall not apply to any new purchaser owner of a residential unit, even though the condominium/homeowners' association Authority has allowed, knowingly or unknowingly, the conveyance of a unit without receipt of the above referenced documents a non-licensed person to purchase a unit within the Project. In addition, the condominium/homeowners' association documents shall provide that the provisions set forth in 2 D (i-iii) above may not be amended without the written consent of the Titusville-Cocoa Airport authority.

3. Developer/Owner agrees to install sound attenuation materials within all units to achieve and outdoor to indoor noise level reduction (NRL) of at least 25 decibels and protective lighting shall be installed to limit the Project's glare upon the Merritt Island Airport.

4. No direct access from the Project to the Merritt Island Airport shall be allowed unless expressly approved in writing by the Titusville-Cocoa Airport Authority.

5. Developer agrees that no structure on the subject property shall exceed 94 feet.

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 Amended 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 ~~April 6, 2006~~ May 29, 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 Section 1.7 and 62-5, Code ~~or~~ of Ordinances of Brevard County, Florida, as it may be amended.

10. Conditions precedent. All mandatory conditions set forth in this Agreement mitigate the potential 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 as described in Paragraph 9 above.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed all as of the date and year first above written.

ATTEST:



Scott Ellis, Clerk
(SEAL)

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



Mary Bolin Lewis, Chairman
As approved by the Board on AUG 05 2014

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 5th day of August, 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.

My commission expires

Christine Mulligan
Notary Public



SEAL
Commission No.:

(Name typed, printed or stamped)

WITNESSES:

DEVELOPER/OWNER
RIVER FLY-IN LLC, a Florida limited liability company

Angel M. DeHart
Angel M. DeHart
Witness Name typed or printed

By: WASIM NIAZI, as Manager
1910 Rockledge Blvd., Suite 101
Rockledge, FL 32955

Todd Hunter
Todd Hunter
Witness Name typed or printed

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 8 day of July, 2014 by WASIM NIAZI, as Manager of RIVER FLY-IN LLC, a Florida limited liability company, on behalf of the limited liability company, who is personally known to me or who has produced _____ as identification.

My commission expires:
SEAL
Commission No.:



DONNA L. WILSON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE030921
Expires 10/12/2014

Donna L. Wilson
Notary Public

Donna L. Wilson
(Name typed, printed or stamped)

RETURN: Clerk to the Board #27

This Warranty Deed

Made this 1st day of October, 2004 by
STEPHEN M. MCLEOD, INDIVIDUALLY AND AS TRUSTEE and **CHARLENE R. MCLEOD, INDIVIDUALLY AND AS TRUSTEE OF THE CHARLENE R. MCLEOD LIVING TRUST, DATED JULY 13, 2000, *HUSBAND & WIFE**

hereinafter called the grantor, to
WASIM NIAZI, A MARRIED MAN
whose post office address is:
**111 LONGWOOD AVENUE
ROCKLEDGE, FL 32955**

CFN 2004324525 10-14-2004 10:35 am
OR Book/Page: 5371 / 7708

Scott Ellis
Clerk Of Courts, Brevard County
#Pgs: 1 #Names: 8
Trust: 1.00 Rec: 11.00 Serv: 0.00
Mtg: 4,375.00 Exces: 0.00
nl Tax: 0.00

hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alien, remises, releases, conveys and confirms unto the grantee, all that certain land situate in BREVARD County, Florida, viz:

A PARCEL OF LAND IN GOVERNMENT LOT 1, SECTION 1, TOWNSHIP 26 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 1, SAID POINT BEING ON THE CENTERLINE OF CONE ROAD; THENCE SOUTH 1°10'22" EAST ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 145 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°50'38" EAST ALONG THE SOUTH LINE OF LANDS DESCRIBED IN DEED BOOK 418, PAGE 810 AND DEED BOOK 485, PAGE 3 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 150 FEET; THENCE NORTH 1°10'22" WEST PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 1, A DISTANCE OF 115 FEET; THENCE N 88°50'38" EAST ALONG A LINE 90 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 829.80 FEET; THENCE SOUTH 0°24'28" EAST ALONG THE WEST LINE OF LANDS CONVEYED IN OR BOOK 692, PAGE 522 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 115 FEET; THENCE NORTH 88°50'38" EAST ALONG THE SOUTH LINE OF SAID LANDS CONVEYED IN OR BOOK 692, PAGE 522, A DISTANCE OF 171.84 FEET TO THE CENTER OF AN APPROXIMATE 15 FEET WIDE LEVEE; THENCE SOUTH 2°13'59" WEST ALONG THE CENTER OF SAID LEVEE A DISTANCE OF 632.54 FEET; THENCE SOUTH 80°02'55" WEST PARALLEL WITH THE SOUTH LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 618.28 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 1; THENCE NORTH 1°10'22" WEST ALONG THE WEST LINE OF GOVERNMENT LOT 1 A DISTANCE OF 528.30 FEET TO THE POINT OF BEGINNING.

Subject to covenants, restrictions, easements of record and taxes for the current year.

Parcel Identification Number: 25-36-01-00-00284.0-0000.00

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2003.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Terri A. Snedden
Witness: (Signature)
Print Name: Terri A. Snedden

Vicki Caraccia
Witness: (Signature)
Print Name: Vicki Caraccia

Witness: (Signature)
Print Name:

Witness: (Signature)
Print Name:

State of FLORIDA
County of BREVARD

The foregoing instrument was acknowledged before me this 01 day of September, 2004, by **STEPHEN M. MCLEOD AND CHARLENE R. MCLEOD, TRUSTEES OF THE CHARLENE R. MCLEOD LIVING TRUST DATED JULY 13, 2000** who is personally known to me or who has produced NC. Drivers License identification.

Terri A. Snedden
NOTARY PUBLIC (signature)
Print Name: Terri A. Snedden
My Commission Expires: May 06, 2009
Stamp/Seal:

Prepared by *Paula M. Randall*
Paula M Randall
Sunbelt Title Agency
218 East Colonial Drive
Orlando, FL 32801
File Number: 77040394

Return To: Sunbelt Title Agency
2211 Lee Road, Suite 218
Winter Park, FL 32789



incident to the issuance of a title insurance contract
warranty deed
Rev. 12/21/03
tp



THE CHARLENE R. MCLEOD LIVING TRUST, DATED JULY 13, 2000

Stephen M. McLeod
By: **STEPHEN M. MCLEOD, INDIVIDUALLY AND AS TRUSTEE**
27 MULVANEY STREET
ASHEVILLE, NC 28803

Charlene R. McLeod
By: **CHARLENE R. MCLEOD, INDIVIDUALLY AND AS TRUSTEE**
27 MULVANEY STREET
ASHEVILLE, NC 28803

RETURN: Clerk to the Board #27

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
JOHN H. EVANS, ESQUIRE
1702 SOUTH WASHINGTON AVE
TITUSVILLE, FL. 32780

DECLARATION OF COVENANTS AND WAIVER OF CLAIMS

THE UNDERSIGNED, hereinafter "Declarant", being the owner in fee simple of the real property located in Brevard County, Florida, described in Exhibit "A", attached hereto ("the Property"), declares that:

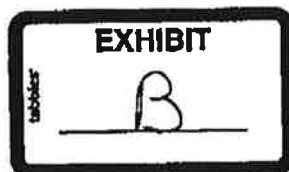
WHEREAS, the Property is located in the proximity of Merritt Island Airport which, as it now exists or may hereafter be enlarged, expanded and/or developed (hereinafter "the Airport"); and which Airport is owned by the Titusville-Cocoa Airport Authority; and

WHEREAS, there is one (1) runway which is in operation at the Airport at the time of the execution of this instrument; and

WHEREAS, aircraft operating on, or approaching or departing from the Airport will generate noise which can be heard on the Property, and will fly over or near the Property (which noise and activity, as now existing and may increase in the future because of increased flight activity at the Airport, will collectively hereinafter be referred to as "Aircraft Activity"); and

WHEREAS, Declarant proposes to build a nine (9) story residential condominium upon the Property. Units will be sold as condominiums catering to pilots and other persons who intend to make use of the Merritt Island Airport; and

WHEREAS, the Declarant desires that all persons hereafter residing on, visiting or otherwise occupying the Property be placed on notice that the Property is in the proximity of the Airport, and of the expected occurrence of Aircraft Activity on the Airport and near the Property.



RETURN: Clerk to the Board #27

NOW, THEREFORE, for good and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, the Declarant hereby covenants and declares that he and his successors, assigns, licensees, invitees, and tenants (hereinafter "the Persons Bound") expressly waive all right to assert against or join in any claim, administrative proceedings, lawsuit, or other cause of action that may for any reason arise in the future against the Titusville-Cocoa Airport Authority, the operators and owners of aircraft and helicopters lawfully using the Airport and in case of the owners of aircraft, their respective officers, directors, employees and agents (collectively "the Benefited Parties") for any inverse condemnation, damages, aircraft noise (including without limitation), noise produced by aircraft and helicopters located on the Airport approaching the Airport for landing or departing from the Airport, nuisance or other action of any nature whatsoever arising out of, or related to, lawful Aircraft Activity in the proximity of the Property. This Declaration shall not be construed to bar any of the Persons Bound from any claims against any person or entity for personal injury or property damage caused by or resulting from negligent operation of any Aircraft or helicopter, or use of airspace in a manner in violation of applicable federal laws and regulations.

THIS DECLARANT, shall record this Declaration of Covenants and Waiver in the Public Records of Brevard County, Florida. When recorded, each provision of this Declaration shall run with the Property, and shall be binding upon all owners, tenants, invitees or occupants thereof, their heirs, successors and assigns, invitees, and tenants. The acceptance by any party of any right or use, deed, lease, mortgage or other interest in or privilege pertaining to the Property whatsoever shall constitute acknowledgment and acceptance of the terms of this Declaration and the binding effects hereof.

RETURN: Clerk to the Board #27

THIS DECLARATION OF COVENANTS AND WAIVER OF CLAIMS shall bind the Declarant, his successors and assigns (individuals, corporations and other entities) and grantees and tenants thereof, and their respective successors and assigns. The acceptance by any persons or entity of any conveyance of any interest in the Property shall constitute acknowledgment of the terms of this Declaration and agreement to be bound by this Declaration.

THIS DECLARATION OF COVENANTS AND WAIVER OF CLAIMS shall be a covenant running with the Property and shall insure to the benefit of the Benefited Parties, their successor and assigns.

DECLARANT

By: 
WASIM NIAZI

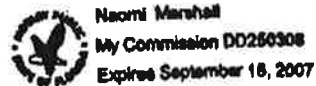
STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, the officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared WASIM NIAZI who is personally known to me or produced _____ as identification, that he acknowledged executing the same freely and voluntarily.

Witness my hand and official seal in the State and County, last aforesaid this 19th day of April, 2006.

Naomi Marshall
NOTARY PUBLIC
My Commission Expires: 09-16-07

Staciedocs/niazi/d8875/Declaration/4-7-06-ks



This Warranty Deed

Made this 1st day of October, 2004 by
STEPHEN M. MCLEOD, INDIVIDUALLY AND AS TRUSTEE and CHARLENE R. MCLEOD, INDIVIDUALLY AND AS TRUSTEE of THE CHARLENE R. MCLEOD LIVING TRUST, DATED JULY 13, 2000, HUSBAND &

hereinafter called the grantor, to
WASIM NIAZI, A MARRIED MAN
whose post office address is:
**111 LONGWOOD AVENUE
ROCKLEDGE, FL 32955**

CPN 2004324825 10-14-2004 10:36 am
OR Book/Page: **5371 / 7708**

Scott Ellis

Clerk Of Courts, Brevard County
#Pgs: 1 #Names: 8
Trust: 1.00 Rec: 11.00 Serv: 0.00
Mort: 4,375.00 Estate: 0.00
Mfg: 0.00 nt Tax: 0.00

hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, assigns, remises, releases, conveys and confirms unto the grantee, all that certain land situate in BREVARD County, Florida, viz:

A PARCEL OF LAND IN GOVERNMENT LOT 1, SECTION 1, TOWNSHIP 25 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 1, SAID POINT BEING ON THE CENTERLINE OF CONE ROAD; THENCE SOUTH 1°10'22" EAST ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 145 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°50'30" EAST ALONG THE SOUTH LINE OF LANDS DESCRIBED IN DEED BOOK 41A, PAGE 510 AND DEED BOOK 435, PAGE 3 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 150 FEET; THENCE NORTH 1°10'22" WEST PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 1, A DISTANCE OF 115 FEET; THENCE N 88°50'30" EAST ALONG A LINE 30 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 829.80 FEET; THENCE SOUTH 0°24'24" EAST ALONG THE WEST LINE OF LANDS CONVEYED IN OR BOOK 592, PAGE 822 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 115 FEET; THENCE NORTH 88°50'38" EAST ALONG THE SOUTH LINE OF SAID LANDS CONVEYED IN OR BOOK 592, PAGE 822, A DISTANCE OF 171.84 FEET TO THE CENTER OF AN APPROXIMATE 18 FEET WIDE LEVEE; THENCE SOUTH 2°13'56" WEST ALONG THE CENTER OF SAID LEVEE A DISTANCE OF 832.54 FEET; THENCE SOUTH 89°02'56" WEST PARALLEL WITH THE SOUTH LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 918.28 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 1; THENCE NORTH 1°10'22" WEST ALONG THE WEST LINE OF GOVERNMENT LOT 1 A DISTANCE OF 628.30 FEET TO THE POINT OF BEGINNING.

Subject to covenants, restrictions, easements of record and taxes for the current year.

Parcel Identification Number: 25-38-01-00-00254.D-0000.00

Together with all the landmarks, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2003

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Jessie A. Snedden
Witness: (Signature)
Print Name: Jessie A. Snedden

Vicki Caraccio
Witness: (Signature)
Print Name: Vicki Caraccio

Witness: (Signature)
Print Name:

Witness: (Signature)
Print Name:

THE CHARLENE R. MCLEOD LIVING TRUST, DATED JULY 13, 2000

Stephen M. McLeod
By: STEPHEN M. MCLEOD, INDIVIDUALLY AND AS TRUSTEE
27 MULVANEY STREET
ASHEVILLE, NC 28803

Charlene R. McLeod
By: CHARLENE R. MCLEOD, INDIVIDUALLY AND AS TRUSTEE
27 MULVANEY STREET
ASHEVILLE, NC 28803

State of NORTH CAROLINA
County of NC.

The foregoing instrument was acknowledged before me this 29 day of September, 2004, by STEPHEN M. MCLEOD AND CHARLENE R. MCLEOD, TRUSTEES OF THE CHARLENE R. MCLEOD LIVING TRUST DATED JULY 13, 2000 who is personally known to me or who has produced NC. Drivers License identification.

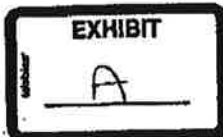
Jessie A. Snedden
NOTARY PUBLIC (Signature)
Print Name: Jessie A. Snedden
My Commission Expires: May 06, 2009
Stamp/Seal:

Prepared by Paula M. Randall
Paula M. Randall
Sunbelt Title Agency
218 East Colonial Drive
Orlando, FL 32801
File Number: 771040294

Return To: Sunbelt Title Agency
2211 Lee Road, Suite 218
Winter Park, FL 32789



incident to the issuance of a title insurance contract.
warranty deed
Rev. 12/21/03
10



RETURN: Click to the bottom...

RETURN: Clerk to the Board #27

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
JOHN H. EVANS, ESQUIRE
1702 SOUTH WASHINGTON AVE
TITUSVILLE, FL. 32780

AVIGATION EASEMENT

STATE OF FLORIDA
COUNTY OF BREVARD

THIS INDENTURE, dated this _____ day of April , 2006, by and between WASIM
NIAZI, hereinafter called GRANTOR and TITUSVILLE-COCOA AIRPORT AUTHORITY,
hereinafter called GRANTEE.

WHEREAS, the GRANTOR is the owner of certain premises situate, lying and being in
Merritt Island, Florida, as hereinafter described; and

WHEREAS, the GRANTEE, is the owner and operator of the Merritt Island Airport
located in Merritt Island, Florida.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and
valuable consideration paid by the GRANTEE to the GRANTOR, the receipt of which is hereby
acknowledged, the GRANTOR does hereby grant and convey unto the GRANTEE, its
successors and assigns, an easement and right-of-way for the over-flight of aircraft and
helicopters in and through the airspace above the following described property located within
Merritt Island, to wit:

SEE ATTACHED LEGAL DESCRIPTION DESCRIBED AS EXHIBIT "A"

The GRANTOR hereby gives and grants to the GRANTEE, its successors and assigns,
and to all persons lawfully using said airport, the right and easement to use the airspace above



RETURN: Clerk to the Board #27

the GRANTOR'S property and to create noise normally associated with the routine operation of all types of aircraft including helicopters, and for aviation purposes and without liability for any necessary, convenient or operational incident, the effects thereof whether as the same presently or in the future exist, but said right or easement hereby granted is to be executed only in a manner reasonably or substantially consistent with the safe and proper flying procedures promulgated by any agency of the government of the United States or the State of Florida.

The right and easements hereby granted and conveyed, and the covenants hereby entered into, shall not be construed to deprive the GRANTOR of any claims for injury or damages against any person for negligence whereby injury or damage is caused by actual or direct physical contact, without intervening media, but shall operate and constitute a full, complete and total release, quit claim and discharge of the GRANTEE, its successors and assigns, its agents and employees, and all persons lawfully using said airport and the owners and operators of aircraft or helicopters lawfully using the airspace hereby conveyed, from all claims and demands whatever, not solely and proximately resulting from negligent actual or direct physical contact, it being the intent of the GRANTOR herein to waive its right to sue for nuisance and noise incident to the operation of the Merritt Island Airport by the GRANTEE herein.

All rights, easements, releases, benefits and estates granted hereunder shall be covenants running with the land as is hereinabove described.

In the event the GRANTEE abandons the operation of said airport, all rights herein granted shall cease and revert back to the GRANTOR, his successor or assigns.

IN WITNESS WHEREOF, said GRANTOR in pursuance to his due and legal action, has executed these presents, as of the date first above written.

RETURN: Clerk to the Board #27

WITNESSETH:

Donna Wilson

DONNA WILSON
Witness Printed or Typed Name

Stephanie M. Clayton

Stephanie Clayton
Witness Printed or Typed Name

GRANTOR:

Wasim Niazi
By: Wasim Niazi

As its: _____

STATE OF FLORIDA
COUNTY OF BREVARD

THE FOREGOING instrument was acknowledged before me this 19th day of April, 2006, by Wasim Niazi, GRANTOR who is personally known to me or who has produced _____ (type of identification) as identification and who did (or did not) take an oath.



Naomi Marshall
My Commission DD280308
Expires September 18, 2007

Naomi Marshall
Notary Public, State of Florida

Printed Name: NAOMI MARSHALL

My Commission Expires: 09-18-07

This Warranty Deed

Made this 1st day of October, 2004 by
STEPHEN M. MCLEOD, INDIVIDUALLY AND AS TRUSTEE and CHARLENE R. MCLEOD, INDIVIDUALLY AND AS TRUSTEE OF THE CHARLENE R. MCLEOD LIVING TRUST, DATED JULY 13, 2000, *HUSBAND & WIFE

CFN 2004324825 10-14-2004 10:36 am
OR Book/Page: 5371 / 7708

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 1 #Names: 6
Trust: 1.00 Rec: 11.00 Serv: 0.00
Mort: 4,375.00 Excise: 0.00
Mig: 0.00 nt Tax: 0.00

hereinafter called the grantor, to
WASIM NIAZI, A MARRIED MAN
whose post office address is:
**111 LONGWOOD AVENUE
ROCKLEDGE, FL 32955**

hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this Instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in BREVARD County, Florida, vtz:

A PARCEL OF LAND IN GOVERNMENT LOT 1, SECTION 1, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 1, SAID POINT BEING ON THE CENTERLINE OF CONE ROAD; THENCE SOUTH 1°10'22" EAST ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 145 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°50'30" EAST ALONG THE SOUTH LINE OF LANDS DESCRIBED IN DEED BOOK 418, PAGE 510 AND DEED BOOK 435, PAGE 3 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 150 FEET; THENCE NORTH 1°10'22" WEST PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 1, A DISTANCE OF 115 FEET; THENCE N 88°50'30" EAST ALONG A LINE 30 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 629.60 FEET; THENCE SOUTH 0°24'24" EAST ALONG THE WEST LINE OF LANDS CONVEYED IN OR BOOK 682, PAGE 522 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 118 FEET; THENCE NORTH 88°50'30" EAST ALONG THE SOUTH LINE OF SAID LANDS CONVEYED IN OR BOOK 682, PAGE 522, A DISTANCE OF 171.84 FEET TO THE CENTER OF AN APPROXIMATE 15 FEET WIDE LEVEE; THENCE SOUTH 2°13'58" WEST ALONG THE CENTER OF SAID LEVEE A DISTANCE OF 832.54 FEET; THENCE SOUTH 88°02'50" WEST PARALLEL WITH THE SOUTH LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 818.28 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 1; THENCE NORTH 1°10'22" WEST ALONG THE WEST LINE OF GOVERNMENT LOT 1 A DISTANCE OF 828.30 FEET TO THE POINT OF BEGINNING.

Subject to covenants, restrictions, easements of record and taxes for the current year.

Parcel Identification Number: 25-36-01-00-00284.0-0000.00

Together with all the appurtenances, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2003

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

THE CHARLENE R. MCLEOD LIVING TRUST, DATED JULY 13, 2000

Jessie A. Snedden
Witness: (Signature)

Print Name: Jessie A. Snedden

Michelle Casaccia
Witness: (Signature)

Print Name: Michelle Casaccia

Witness: (Signature)

Print Name: _____

Witness: (Signature)

Print Name: _____

Stephen M. McLeod
By: STEPHEN M. MCLEOD, INDIVIDUALLY AND AS TRUSTEE

27 MULVANEY STREET
ASHEVILLE, NC 28803

Charlene R. McLeod
By: CHARLENE R. MCLEOD, INDIVIDUALLY AND AS TRUSTEE

27 MULVANEY STREET
ASHEVILLE, NC 28803

State of FLORIDA
County of BUNCOMBE

The foregoing instrument was acknowledged before me this 29 day of September, 2004, by STEPHEN M. MCLEOD AND CHARLENE R. MCLEOD, TRUSTEES OF THE CHARLENE R. MCLEOD LIVING TRUST DATED JULY 13, 2000 who is personally known to me or who has produced NC Drivers License identification.

Jessie A. Snedden
Notary Public (signature)

Print Name: Jessie A. Snedden

My Commission Expires: May 06, 2009

Stamp/Seal:

Prepared by Paula M Randall
Sunbelt Title Agency
218 East Colonial Drive
Orlando, FL 32801
File Number: 717040004

Return To: Sunbelt Title Agency
2211 Lee Road, Suite 218
Winter Park, FL 32789



Incident to the issuance of a title insurance contract.
www.hudweb.com
Rev. 12/21/03



RETURN: Clerk to the Board #127

TO WHOM IT MAY CONCERN:

As Owner of the property described in Exhibit "A" attached hereto and incorporated herein by reference ("Property"), I hereby state that there is no mortgage on the Property.

WITNESSES:

OWNER
RIVER FLY-IN LLC, a Florida limited liability company

Tod Hunter

Todd Hunter
Witness Name typed or printed

Angel M. DeHart

Angel M. DeHart
Witness Name typed or printed

By: WASIM NIAZI
WASIM NIAZI, as Manager
1910 Rockledge Blvd., Suite 101
Rockledge, FL 32955

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 8 day of July, 2014 by WASIM NIAZI, as Manager of RIVER FLY-IN LLC, a Florida limited liability company, on behalf of the limited liability company, who is personally known to me or who has produced _____ as identification.

My commission expires:
SEAL

Commission No.:



DONNA L. WILSON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE030921
Expires 10/12/2014

Donna L. Wilson
Notary Public

Donna L. Wilson
(Name typed, printed or stamped)

EXHIBIT "A"

A PARCEL OF LAND IN GOVERNMENT LOT 1, SECTION 1, TOWNSHIP 26 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 1, SAID POINT BEING ON THE CENTERLINE OF GONS ROAD; THENCE SOUTH 1°10'22" EAST ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 145 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°50'36" EAST ALONG THE SOUTH LINE OF LANDS DESCRIBED IN DEED BOOK 418, PAGE 510 AND DEED BOOK 435, PAGE 3 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 180 FEET; THENCE NORTH 1°10'22" WEST PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 1, A DISTANCE OF 15 FEET; THENCE N 80°50'36" EAST ALONG A LINE 80 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 528.80 FEET; THENCE SOUTH 0°24'24" EAST ALONG THE WEST LINE OF LANDS CONVEYED IN OR BOOK 592, PAGE 522 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 115 FEET; THENCE NORTH 88°50'36" EAST ALONG THE SOUTH LINE OF SAID LANDS CONVEYED IN OR BOOK 592, PAGE 522, A DISTANCE OF 171.84 FEET TO THE CENTER OF AN APPROXIMATE 15 FEET WIDE LEVEE; THENCE SOUTH 2°12'36" WEST ALONG THE CENTER OF SAID LEVEE A DISTANCE OF 532.64 FEET; THENCE SOUTH 89°02'58" WEST PARALLEL WITH THE SOUTH LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 118.28 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 1; THENCE NORTH 1°10'22" WEST ALONG THE WEST LINE OF GOVERNMENT LOT 1 A DISTANCE OF 528.80 FEET TO THE POINT OF BEGINNING.

DISTRICT 2

III.B.5. (14PZ-00030) – RIVER FLY-IN LLC – (Wasim Niazi) – requests an amendment to existing BDP in a PUD zoning classification on 13.03 acres, located on the south side of Cone Rd., approx. 0.25 mile east of Plumosa St. (No assigned address. In the Merritt Island)

P&Z Recommendation: Barber/Moia – Approved. Vote was unanimous.

BCC ACTION: Fisher/Nelson – APPROVED with BDP. BDP must be approved by TICO prior to being brought back to the Board of County Commissioners for approval. BDP TO BE SCHEDULED AS A CONSENT ITEM ON A SUBSEQUENT BCC AGENDA, PER POLICY BCC-52. RESOLUTION NUMBER TO BE ASSIGNED UPON RECEIPT OF RECORDED BDP.

III.B.6. (14PZ-00031) – CHARLES C. CHANDLER, SR., TRUSTEE – requests a Small Scale Plan Amendment (14S.04) to change the Future Land Use from NC to CC; and a change of classification from GU to BU-2 on 0.23 acre, located on the southeast corner of N. Banana River Dr. and Dover Ave. (2775 N. Banana River Dr., Merritt Island)

LPA Recommendation: Moia/Thodey – Approved. Vote was 8:2, with Ott and Barber voting nay.

P&Z Recommendation: Moia/Thodey – Approved. Vote was 8:2, with Ott and Barber voting nay.

BCC ACTION: Nelson/Fisher – APPROVED. Vote was unanimous. 14PZ-00031.

DISTRICT 4

III.B.7. (14PZ-00027) – ROBERT A. SCHEPPERLE – requests a change of classification from GU to RP on 0.45 acre, located on the east side of U.S. Hwy 1, approx. .36 mile south of Pineda Cswy. (5525 N. Hwy 1, Melbourne)

P&Z Recommendation: McLellan/Ott – Approved. Vote was unanimous.

BCC ACTION: Infantini/Fisher – APPROVED. Vote was unanimous. 14PZ-00027.

III.B.8. (14PZ-00029) – EPT MELBOURNE, INC. – (Cecelia Bonifay) – requests a CUP for Alcoholic Beverages for On-Premises Consumption in conjunction with a movie theater, in a PUD zoning classification, on 2.66 acres, located on the south side of Town Center Ave., approx. .26 mile east of Lake Andrew Dr. (2241 Town Center Ave, Melbourne)

P&Z Recommendation: Barber/Moia – Approved. Vote was unanimous.

BCC ACTION: Nelson/Infantini – APPROVED. Vote was unanimous. 14PZ-00029.

III.B.9. (14PZ-00032) – CP VENTURE FIVE – AV LLC – (Michael Kastrinakis) – requests a CUP for Alcoholic Beverages for On-Premises Consumption in conjunction with a restaurant, in a PUD zoning classification, on 0.039 acre, located approx. 0.18 mile east of Lake Andrew Dr., and approx. 400 ft. north of Town Center Ave. (2270 Town Center Ave, Ste 113, Melbourne)

P&Z Recommendation: McLellan/LaMarr – Approved. Vote was unanimous.

BCC ACTION: Fisher/Infantini – APPROVED. Vote was unanimous. 14PZ-00032.

THE FOLLOWING ITEM WAS TABLED BY STAFF PENDING ADOPTION OF COMPREHENSIVE PLAN 2014.1.2

Item III.A.1. (13PZ-0010) Section 22, Township 20G, Range 34, Sub. #A1, Block 7, Lot 1, on 20.57 acres; and Section 35, Township 20, Range 34, Parcel 3 owned by the State of Florida (DOT) – 18.3 acres; located on the west side of I-95, between Gandy Road and Hidden Lakes. Fisher/Nelson, approved as recommended. Commissioner Infantini voted nay.

PLANNING AND ZONING BOARD RECOMMENDATIONS OF MAY 5, 2014

Item III.A.2. LGH Grove, LLC and Harvey's Indian River Groves, Inc. Nelson/Infantini. Tabled to the August 7, 2014 Zoning Meeting.

Item III.B.1. Cocoa Expo Sports Center, LLC. Tabled at request of staff to the August 7, 2014 Zoning Meeting.

Item III.B.2. Cocoa Expo Sports Center, LLC. Tabled at the request of staff to the August 7, 2014 Zoning Meeting.

Item III.B.3. Joseph K. and Annette G. Dittmer. Automatically tabled to the August 7, 2014 Zoning Meeting.

Item III.B.4. Majestic Oak Estates, Ltd. Fisher/Nelson, approved as recommended. Commissioner Infantini voted nay.

Item III.B.5. River Fly-In LLC. Fisher/Nelson, approved as recommended. BDP must be approved by TICO prior to being brought back to the Board of County Commissioners for approval.

Item III.B.6. Charles C. Chandler, Sr., Trustee. Nelson/Fisher, approved as recommended.

Item III.B.7. Robert A. Schepperle. Infantini/Fisher, approved as recommended.

Item III.B.8. EPT Melbourne, Inc. Nelson/Infantini, approved as recommended.

Item III.B.9. CP Venture Five – AV LLC. Fisher/Infantini, approved as recommended.

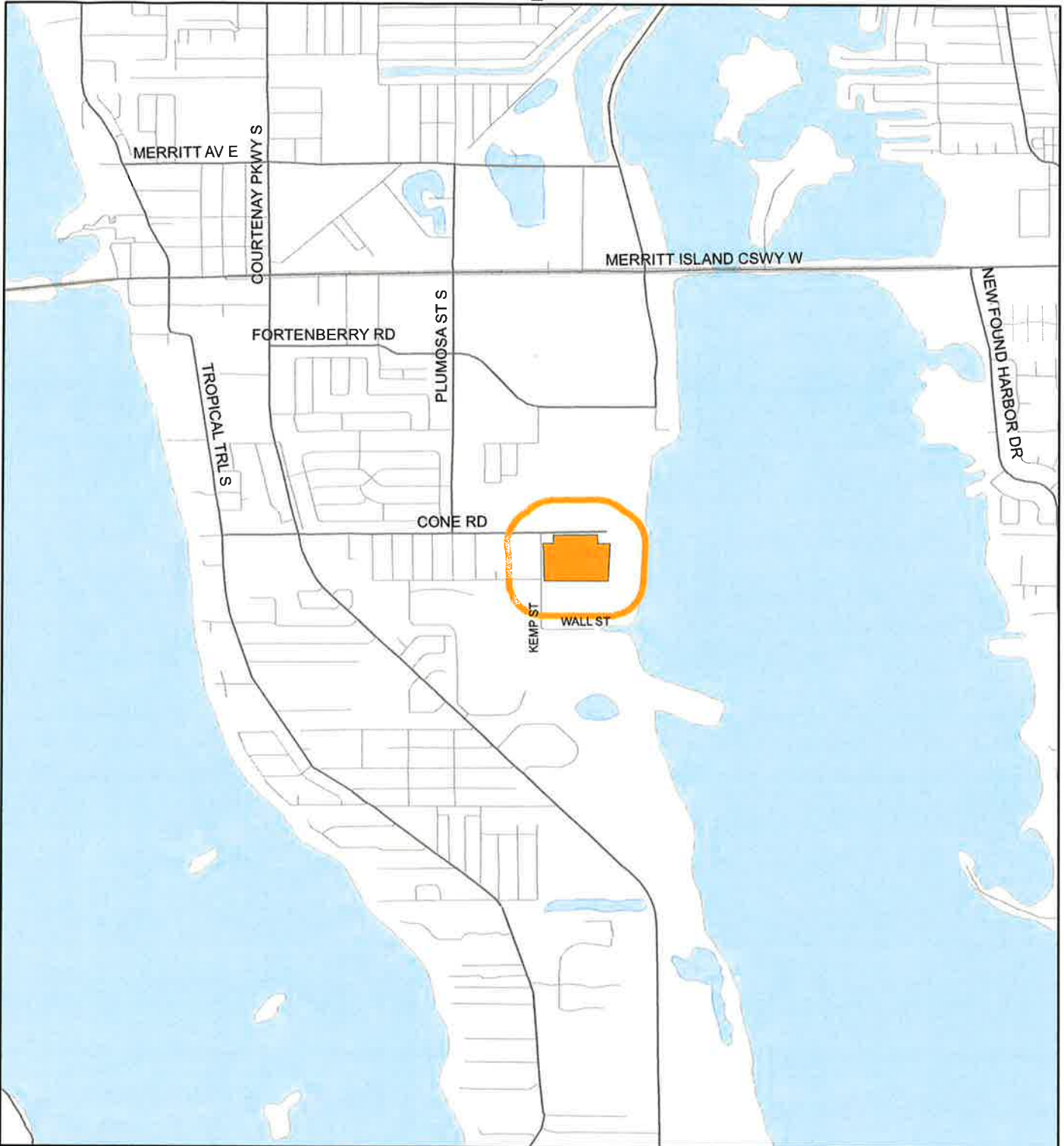
Item III.B.10. The Viera Company. Nelson/Fisher, approved as recommended.

Item III.B.11. Univest Partners of Brevard, Inc. Fisher/Nelson, approved as recommended.

LOCATION MAP

RIVER FLY-IN LLC

14PZ_00030



1:24,000 or 1 inch = 2,000 feet

Buffer Distance: 500 feet



Buffer



Subject Property

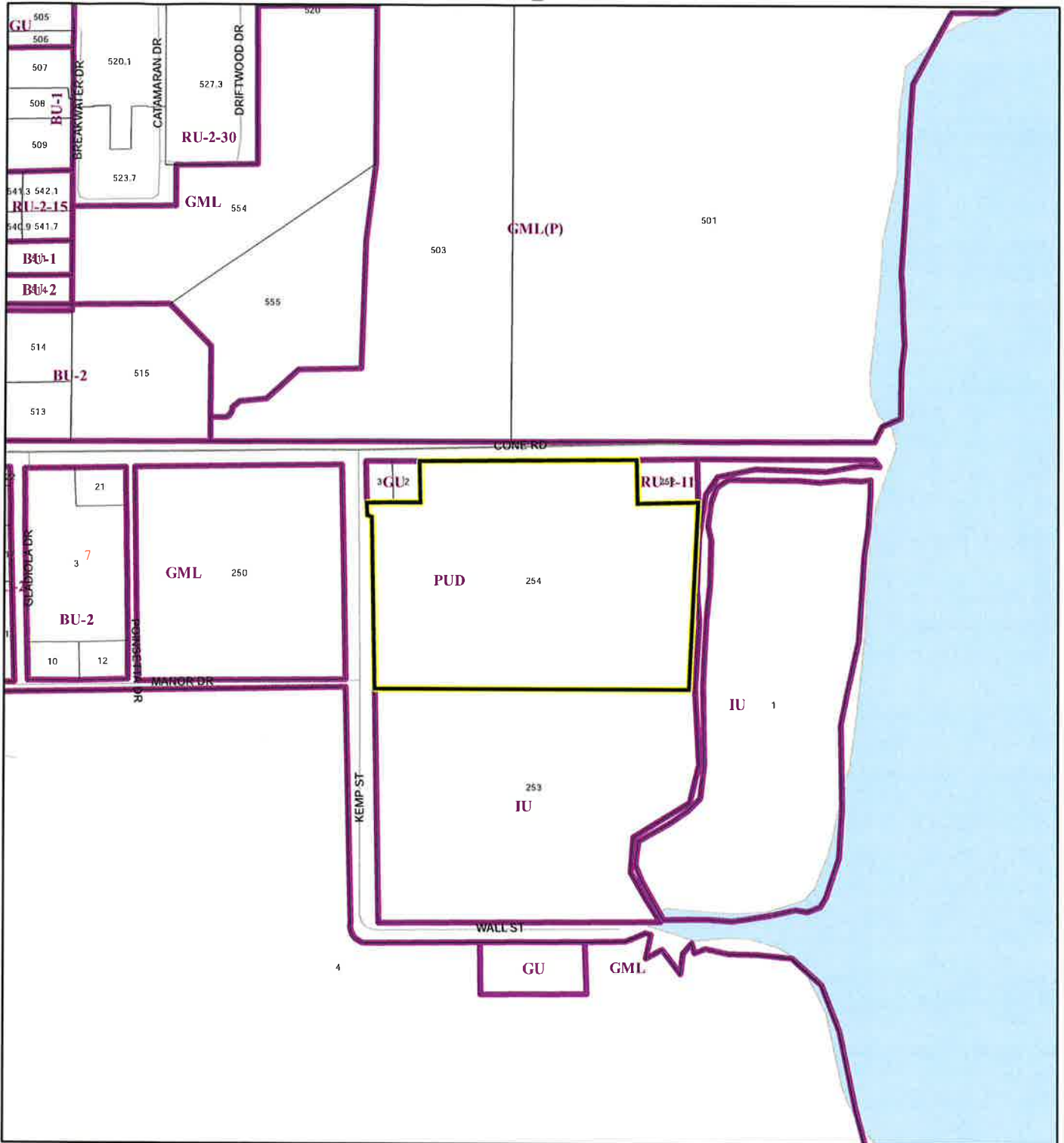
This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions herein.

Produced by the Brevard County Planning and Zoning Office - GIS Section Date: 3/14/2014

ZONING MAP

RIVER FLY-IN LLC

14PZ_00030



1:4,800 or 1 inch = 400 feet

 Subject Property

 Parcels

 Zoning

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by the Brevard County Planning and Zoning Office - GIS Section Date: 3/14/2014

BrevardClerk.US
 Scott Ellis, Clerk of Court

700 South Park Avenue, Bldg. B
 P.O. Box 2767
 Titusville, FL 32781-2767
 (321) 637-2006

DBLIVE Transaction
 #: 1369479
 Receipt #: 61342668
 Cashier Date: 8/6/2014
 8:47:13 AM



Print Date:
 8/6/2014 8:47:17 AM

Customer Information	Transaction Information	Payment Summary
(511) JOHN H EVANS ESQ 1702 S WASHINGTON AVE TITUSVILLE, FL 32780	DateReceived: 08/06/2014 Source Code: Titusville - Six Story Q Code: Titusville - Six Story Return Code: Hand Carried Trans Type: Recording Agent Ref Num:	Total Fees \$137.50 Total Payments \$137.50

1 Payments	
CHECK 8459	\$137.50

1 Recorded Items		
(AG) AGREEMENT	BK/PG: 7182/1198 CFN:2014156245 Date:8/6/2014 8:47:07 AM From: To:	
Recording @ 1st=\$10 Add'l=\$8.50 ea.	16	\$137.50
Indexing @ 1st 4 Names Free, Addt'l=\$1 ea.	3	\$0.00

0 Search Items

0 Miscellaneous Items



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

Telephone: (321) 637-2001
Fax: (321) 264-6972

August 5, 2014

MEMORANDUM

TO: Recording

RE: Item II.A.1., Binding Development Plan for River Fly-In, LLC

The Board of County Commissioners, in regular session on August 5, 2014, executed Binding Development Plan for River Fly-In, LLC, for property located on the south side of Code Rd., approx. 0.25 mile east of Plumosa St. (No assigned address. In the Merritt Island area). Enclosed are original Binding Development Agreement and Check Number 8459 in the amount of \$137.50. **Please record the Agreement in the Public Records and return the recorded instrument to this office.**

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/jl

Encl. (2)