

Meeting Date
April 25, 2017



AGENDA	
Section	Consent
Item No.	II.A.4

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approval Re: Right of Way Use Agreement with Merritt Island SDI, Inc. for Landscaping Within County Right of Way of Skyline Boulevard – District 2 (No Fiscal Impact)
DEPT/OFFICE:	Public Works Department – Finance and Contracts Administration

Requested Action:
 It is requested that the Board of County Commissioners approve and authorize the Chairman to sign the Right of Way Use Agreement with Merritt Island SDI, Inc. for the installation of landscaping within the County right-of-way of Skyline Boulevard in Merritt Island.

Summary Explanation & Background:

Merritt Island SDI, Inc. desires to enter into a Right of Way Use Agreement with Brevard County to install landscaping within the County right-of-way of Skyline Boulevard as described in Exhibit "A". Merritt Island SDI, Inc. is the developer of a Sonic Restaurant and pursuant to the Board approved Binding Development Plan, shall landscape the median of Skyline Boulevard.

The County is authorized to permit use of the right-of-way for landscaping under Chapter 86 of the Code of Ordinances of Brevard County, Florida. The installation will be pursuant to Right-of-Way Permit #16RW00987 which has been reviewed by the Public Works staff for compliance with County code and regulations. The initial term of this Agreement shall be ten years and may be automatically renewed annually unless terminated by either party. The Agreement may be terminated with or without cause by either party upon forty-five days written notice.

In accordance with the Agreement, Merritt Island SDI, Inc. will be required to maintain this installation without cost to the County and to provide general liability insurance in an amount not less than one million dollars during the term of the Agreement.

Fiscal Impact – FY 2016/2017/2018 – There is no cost to Brevard County for the Use Agreement.

Clerk to the Board Instructions: Return executed Right of Way Use Agreements (2 originals) to the Public Works Department

Exhibits Attached: Right of Way Use Agreement (3 originals) and Binding Development Plan

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			Department Director / Extension		
Stockton Whitten		Assistant County Manager			John P. Denninghoff / 57202		

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I - The following information must be completed on all new contracts submitted to the Board.

1. Contractor:	
2. Fund/Account #:	Department Name: Public Works
4. Contract Description: ROW Use Agreement re: Sonic & Landscaping	
5. Contract Monitor: Jeanette Scott	6. Mail Stop #: EXT 52853
7. Dept./Office Director: John P. Denninghoff	8. Contract Type: Use Agreement
ACTION DATE: 30 days from entry	ACTION REQUIREMENT: Need complete data

SECTION II - The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	✓	_____		<u>4/13/2017</u>
Risk Management	✓	_____	ML	4-4-2017
County Attorney	✓	_____		<u>4/12/17</u>

If any office denies approval, the package will be returned immediately to the User Agency.

SECTION III - CONTRACT MANAGEMENT DATABASE CHECKLIST

DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund and GL Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional renewals/extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in database (Initial Contract Form with County Attorney/Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>
Note: Insurance Certificates uploaded under collapsible/expandable <u>Monitor Bar Section</u> Change Order/Task Order uploaded under collapsible/expandable <u>Monitor Bar Section</u> Contract Renewal documents uploaded under collapsible/expandable <u>Renewal /Bar Section</u>	

NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form, Executed/Attested Contract to department for contract to be entered and uploaded into the Contract Management System. See AO-29 for additional information.



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

April 26, 2017

MEMORANDUM

TO: John Denninghoff, Public Works Director

RE: Item II.A.4., Use Agreement with Merritt Island SDI, Inc. for Landscaping within County Right-of-Way of Skyline Boulevard

The Board of County Commissioners, in regular session on April 25, 2017, executed Use Agreement with Merritt Island SDI, Inc. for installation of landscaping within the County right-of-way of Skyline Boulevard in Merritt Island. Enclosed are two fully-executed Use Agreements.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

Encls. (2)

cc: Contracts Administration
Asset Management

USE AGREEMENT

THIS AGREEMENT, made and entered into this 25 day of April 2017 by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD, COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and Merritt Island SDI, Inc., hereinafter referred to as the "DEVELOPER".

WITNESSETH

WHEREAS the COUNTY owns the public right of way of Skyline Boulevard on Merritt Island, and;

WHEREAS, a Binding Development Plan was entered into agreement on May 26, 2016 between the DEVELOPER and COUNTY and recorded in the public records as Book 7627, Page 2500 of the Clerk of Courts, Brevard County, and;

WHEREAS, the DEVELOPER agreed to landscape and maintain the median buffer on Skyline Boulevard to the south of the property to be developed as a Sonic Restaurant with landscaping approved by the COUNTY, and;

WHEREAS, the DEVELOPER desires to install landscaping within the medians on a portion of said right of way; and,

WHEREAS, the COUNTY pursuant to the authority set forth in Section 125.01, Florida Statutes, may allow the use of public right of way for purposes which do not conflict with the interests of the public; and

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. TERM. The initial term of this Agreement shall be ten (10) years commencing with the date of the execution of this Agreement and shall thereafter be automatically renewed annually unless terminated by either party, in accordance with paragraph 13 Termination herein.
2. PREMISES. The COUNTY hereby agrees to permit the DEVELOPER to utilize certain portions of the public right of way as depicted in Exhibit "A" (with the exception of the area occupied by the existing subdivision sign) hereinafter referred to as "PREMISES" for the purposes and under the conditions expressed herein. The PREMISES are described as follows: median on Skyline Boulevard on Merritt Island including the landscaping, but excluding the subdivision sign.
3. PURPOSES. The DEVELOPER shall use the PREMISES for the improvements, which includes landscaping, as indicated on Exhibit "A" for the purposes and under the conditions expressed herein. It is hereby mutually agreed and understood that the use of any improvements now or hereafter located on the PREMISES shall be for decorative purposes only and not for human occupancy, nor shall such improvements create traffic

hazards. It is specifically agreed and understood that the use herein set forth shall be the only use consented to by the COUNTY, and that failure to comply with this provision shall be considered a material breach of this Agreement, whereupon the COUNTY shall be entitled to immediately terminate this Agreement.

4. IMPROVEMENTS. The plans and specifications for all improvements on the PREMISES shall be in accordance with all COUNTY specifications and shall be pursuant to the COUNTY's "Roadway and Easement Improvement Application Form" as 16RW00987. It is hereby agreed and understood that any improvements placed on or constructed on the PREMISES and permanently attached thereto, shall remain the property of the DEVELOPER and that the DEVELOPER retains the right to remove such improvements within forty-five (45) days of the date of termination of this Agreement, whether by breach or by expiration of its natural term. In the event such improvements are not removed within forty-five (45) days of termination, the COUNTY may remove the improvements, the cost of which shall be reimbursed by the DEVELOPER within thirty (30) days after receipt of the County's statement for such work.
5. UTILITIES. The DEVELOPER shall pay all charges for electrical service and other utility services supplied to the DEVELOPER at the PREMISES.
6. REPAIRS AND MAINTENANCE. The DEVELOPER shall, at its own expense, maintain the grounds and all improvements, including the landscaping, on the PREMISES and make all necessary repairs and replacements to the PREMISES and to any improvements constructed thereon. Such maintenance, repairs and replacements shall be made promptly as and when necessary.
7. ILLEGAL, UNLAWFUL OR IMPROPER USE. The DEVELOPER shall make no unlawful, improper, immoral or offensive use of the PREMISES, nor will the DEVELOPER use the PREMISES or allow use of the PREMISES for any purposes other than that hereinabove set forth. Failure of the DEVELOPER to comply with this provision shall be considered a material default under this Agreement. In the event any improvement is deemed traffic safety hazard by the COUNTY or Florida Department of Transportation, such use shall be deemed an improper use and the Agreement shall be subject to immediate termination.
8. INDEMNIFICATION AND INSURANCE. Except where limited by law, the DEVELOPER agrees that it will indemnify and save harmless the COUNTY from any and all liability, claims, damages, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the use, occupation, management or control of the PREMISES or any improvement thereon or any equipment or fixtures used in connection with the PREMISES. The DEVELOPER agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the COUNTY in connection with its PREMISES and that it will satisfy, pay and discharge any and all judgments that may be entered against the COUNTY in any such action or proceedings. The parties acknowledge specific consideration has been exchanged for the provision.

- a. The DEVELOPER further agrees to provide and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance insuring the DEVELOPER against any and all claims, demands, demands or causes of action whatsoever for injuries received and damages to property in connection with the use, occupation, management and control of the PREMISES and the improvements thereon. Such policies of insurance shall insure the DEVELOPER in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit for each occurrence.

- b. A certificate of such insurance policies shall be provided to the Public Works Department, 2725 Judge Fran Jamieson Way, Bldg. A-201, Viera, Florida, 32940, demonstrating that the aforementioned insurance requirements have been met within ten (10) days of the date of execution of this Agreement and annually upon insurance renewal. The certificates of insurance shall indicate that the aforementioned policies have been endorsed to name the COUNTY as an additional insured and that these policies may not be canceled or modified without thirty (30) days prior written notice to the COUNTY.
- c. The DEVELOPER shall include in any contract for work upon or involving the PREMISES that the contractor shall indemnify and hold harmless DEVELOPER and the COUNTY from liabilities, damages, losses and costs, including but not limited to attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of the contract.
- d. The DEVELOPER shall notify the COUNTY immediately in writing of any potentially hazardous condition existing on or about the PREMISES.
- e. All personal property, equipment, fixtures, structures or improvements constructed or placed on or about the PREMISES shall be at the risk of the DEVELOPER and the COUNTY shall not be liable for any damage or loss to personal property, equipment, fixtures, structures, or improvements located thereon for any cause whatsoever. The DEVELOPER agrees and understands that the COUNTY does not and shall not carry liability, theft, or fire insurance on any of said improvements or facilities to cover the DEVELOPER's interests therein.
- f. At the time of execution of this Agreement, any existing improvements installed on the PREMISES, will be the responsibility of the DEVELOPER. In the event this existing landscaping improvements causes damage to COUNTY property, to include but not limited to, sidewalk/roadway/curb and gutter/drainage inlets, the DEVELOPER will be responsible for immediate repair to COUNTY property. If the DEVELOPER fails to repair the damage, the DEVELOPER will pay the COUNTY all costs incurred by the COUNTY to repair the damage.

9. RIGHT OF ENTRY. The COUNTY or its agents may enter in and on the PREMISES at any reasonable time for the purpose of inspecting such property or performing other duties as are required by law or by the terms of this Agreement.
10. COMPLIANCE WITH STATUTES. The DEVELOPER shall promptly execute and comply with all statutes, ordinances, rules, regulations, and requirements of all local, state and federal governmental; bodies applicable to the PREMISES, for the correction, prevention and abatement of nuisances or other grievances in, upon, or connected with the PREMISES during the term of the Agreement.
11. BINDING EFFECT; ASSIGNABILITY. This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective successors and assigns. The DEVELOPER shall not assign its responsibilities under this Agreement without the prior written consent of the COUNTY. In the event the DEVELOPER does assign this Agreement, the DEVELOPER and any such assigns shall be jointly and severally responsible for the DEVELOPER's responsibilities under this Agreement. The DEVELOPER shall provide the COUNTY with a written list of all contractors or other persons other than the members of the DEVELOPER that will be performing work for the DEVELOPER pursuant to this Agreement.
12. INDEPENDENT CONTRACTOR. The DEVELOPER shall perform the services under this Agreement as an Independent Contractor and nothing herein shall be construed to be inconsistent with this relationship or status. Nothing in the Agreement shall be interpreted or construed to constitute that the DEVELOPER or any of its agents or employees to be the agent, employee or representative of the COUNTY.
13. TERMINATION. This Agreement may be terminated with or without cause by either party upon forty-five (45) days' written notice thereof to the other party; provided, however, that upon termination, the DEVELOPER shall, at the request of the COUNTY, remove all improvements to the PREMISES, or, in the alternative, reimburse the COUNTY for the cost of such removal.
14. NOTICE. Notice under this Agreement shall be given to the:
- Brevard County Public Works Department
Attn: Support Services Manager
2725 Judge Fran Jamieson Way, Bldg. A-201
Viera, Florida 32940
- Merritt Island SDI, Inc.
Mark Homer, President
504 W. 12th Street
Austin, Texas 78701
15. WAIVER. The waiver by the COUNTY of any of the DEVELOPER's obligations or duties under this Agreement shall not constitute a waiver of any other obligation or duty of the DEVELOPER under this Agreement.

16. ATTORNEYS' FEES. In any legal action to interpret or enforce this Agreement, or any provision hereof, each party shall pay its own attorneys' fees and costs and **any trial shall be non-jury**.

17. ENTIRETY. This Agreement represents the understanding between the parties in its entirety and no other agreements, either oral or written, exist between the COUNTY and the DEVELOPER.

DONE, ORDERED and ADOPTED in Regular Session this 25 day of April 2017.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



CURT SMITH, Chairman
As approved by the Board on April 25, 2017

APPROVED AS TO FORM AND CONTENT:



Assistant County Attorney

DEVELOPER



Mark Homer, President
4/11/17 (Date)

TEXAS
STATE OF ~~FLORIDA~~
COUNTY OF ~~BREVARD~~ Lamar

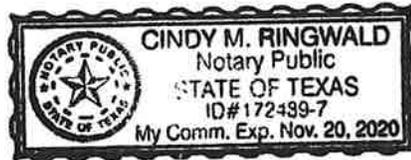
BEFORE ME personally appeared Mark S Homer, known to me to be the person who executed the foregoing Agreement, and they acknowledged before me that they executed the same for the purposes described therein.

WITNESS my hand and official seal this 11 day of April, 2017.

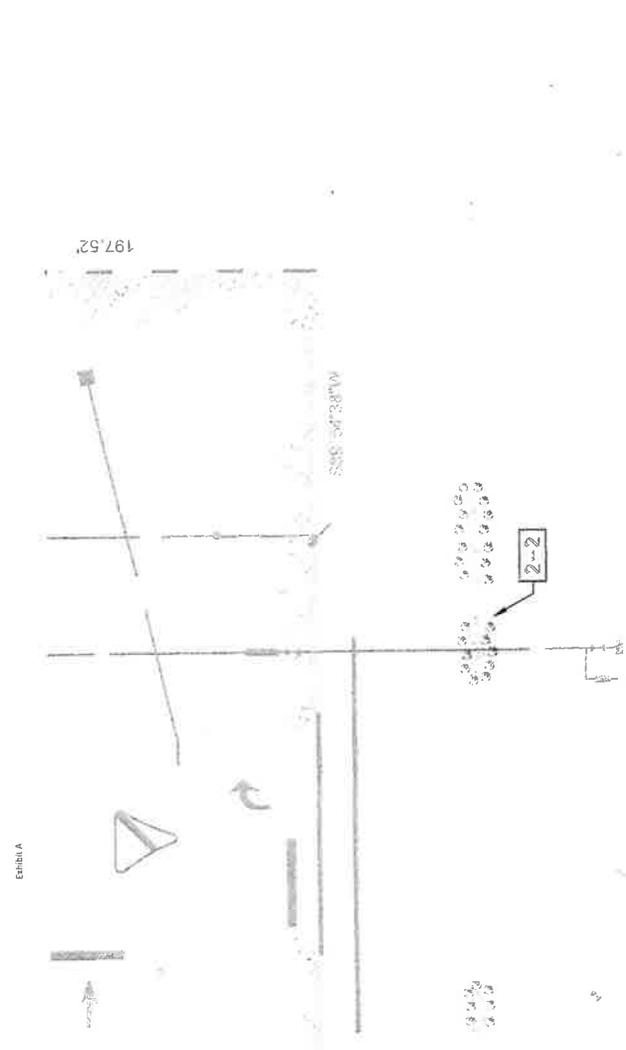


Notary Public, State of ~~Florida~~ TEXAS

My Commission Expires 11/20/20



CERTIFICATE



SKYLINE BOULEVARD MEDIAN LANDSCAPE PLAN

SKYLINE BOULEVARD RIGHT-OF-WAY PLANT SCHEDULE:

SYMBOL	COMMON NAME	SPACING	DATE	UNIT QUANTITY	TOTAL SF
①	MANY DORIES	1 0' x 1' O.C.	10' - 12'	28	*
②	MOORE	1 0' x 1' O.C.	10' - 12'	28	*

NOTES:
 1-1. ALL PLANTING SHALL BE INSTALLED WITHIN THE RIGHT-OF-WAY BOUNDARIES SHOWN IN THIS PLAN.
 1-2. ALL PLANTING SHALL BE INSTALLED WITHIN THE RIGHT-OF-WAY BOUNDARIES SHOWN IN THIS PLAN.
 1-3. ALL PLANTING SHALL BE INSTALLED WITHIN THE RIGHT-OF-WAY BOUNDARIES SHOWN IN THIS PLAN.
 1-4. ALL PLANTING SHALL BE INSTALLED WITHIN THE RIGHT-OF-WAY BOUNDARIES SHOWN IN THIS PLAN.
 1-5. ALL PLANTING SHALL BE INSTALLED WITHIN THE RIGHT-OF-WAY BOUNDARIES SHOWN IN THIS PLAN.
 1-6. ALL PLANTING SHALL BE INSTALLED WITHIN THE RIGHT-OF-WAY BOUNDARIES SHOWN IN THIS PLAN.
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 1-8. ALL PLANTING SHALL BE INSTALLED WITHIN THE RIGHT-OF-WAY BOUNDARIES SHOWN IN THIS PLAN.
 1-9. ALL PLANTING SHALL BE INSTALLED WITHIN THE RIGHT-OF-WAY BOUNDARIES SHOWN IN THIS PLAN.
 1-10. ALL PLANTING SHALL BE INSTALLED WITHIN THE RIGHT-OF-WAY BOUNDARIES SHOWN IN THIS PLAN.

BREVARD COUNTY NATURAL RESOURCES NOTES:

1. ALL PLANTING SHALL BE INSTALLED WITHIN THE RIGHT-OF-WAY BOUNDARIES SHOWN IN THIS PLAN.
2. ALL PLANTING SHALL BE INSTALLED WITHIN THE RIGHT-OF-WAY BOUNDARIES SHOWN IN THIS PLAN.
3. ALL PLANTING SHALL BE INSTALLED WITHIN THE RIGHT-OF-WAY BOUNDARIES SHOWN IN THIS PLAN.
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9. ALL PLANTING SHALL BE INSTALLED WITHIN THE RIGHT-OF-WAY BOUNDARIES SHOWN IN THIS PLAN.
10. ALL PLANTING SHALL BE INSTALLED WITHIN THE RIGHT-OF-WAY BOUNDARIES SHOWN IN THIS PLAN.

10' 0" 10' 20'
 EX-1

This Instrument Prepared By/Return To:
Kim Rezanka, Esquire
DEAN MEAD
7380 Murrell Road, Suite 200
Melbourne, Florida 32940
(321) 259-8900

CFN 2016103665, OR BK 7627 PAGE 2500,
Recorded 06/01/2016 at 12:07 PM, Scott Ellis, Clerk of Courts,
Brevard County
Pgs:9

BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this 26 day of MAY, 2016, between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County"), Mark Homer (hereinafter referred to as "Developer") and Ralph and Cynthia Perrone ("Owners").

RECITALS

WHEREAS, Owners own 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 desires to develop the property as Sonic Restaurant and has requested the BU-1 zoning classification, and pursuant to the Brevard County Code, Section 62-1157; and

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

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

NOW, THEREFORE, the parties agree as follows:

1. The County shall not be required or obligated in any way to construct or maintain or participate in any way in the construction or maintenance of the improvements. It is the intent of the parties that the Developer/Owners, their 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. The Developer shall provide a minimum eight foot (8') masonry wall, as allowed by Brevard County Code, Section 62-2109, along the eastern boundary of the Property, along with a twenty foot (20') Type "A" vegetative buffer on that boundary. The Developer/Owners shall be required to maintain both sides of the masonry wall in good and sanitary condition. The twenty foot (20') in width vegetative buffer on the eastern boundary of the property shall include an additional three (3) trees of at least eight feet (8') height at installation and a 20% increase in shrubbery at time of planting. A Type "A" vegetative buffer six feet (6') in height and twenty feet (20') in width shall also be installed along the eastern thirty feet (30') of the north property boundary, along with the continuation of the minimum eight foot (8') masonry wall along the eastern thirty feet (30') of the north property boundary, to enhance the buffering for the residences to the north of the property. Tree and shrub species shall be evergreen and selected in consultation with Brevard County Natural Resources Department to offset any potential noise, lighting and visual incompatibilities.

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

ATTEST:



Scott Ellis, Clerk
(SEAL)

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



James Barfield, Chairperson
As approved by the Board on 5/26/16

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 26 day of MAY, 2016, by James Barfield, Chairperson of the Board of County Commissioners of Brevard County, Florida, who is personally known to me or who has produced _____ as identification.



Notary Public

My Commission Expires:
JUNE 10, 2016

DEBORAH W. THOMAS

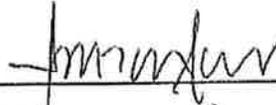
(Name typed, printed or stamped)

SEAL
Commission No.: EE206892

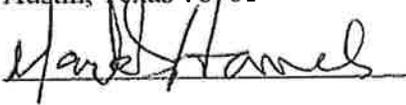
 DEBORAH W. THOMAS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE206892
Expires 6/10/2016

WITNESSES:

Mark Homer, DEVELOPER
504 W. 12th Street
Austin, Texas 78701



Monica Acker
(Witness Name typed or printed)



Mark Homer



Leonard Martinez
(Witness Name typed or printed)

STATE OF Texas)
COUNTY OF Travis)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by MARK HOMER, who is personally known to me or who has produced _____ as identification.

Notary Public

My Commission Expires:

(Name typed, printed or stamped)

SEAL

Commission No.: _____

WITNESSES:

RALPH S. PERRONE, SR. OWNER
585 N. Courtney Parkway
Merritt Island, Florida 32952

[Handwritten Signature]

KEVIN METOFF
(Witness Name typed or printed)

[Handwritten Signature]

Dominick Damico
(Witness Name typed or printed)

STATE OF FL)
COUNTY OF Brevard)

The foregoing instrument was acknowledged before me this 23rd day of May, 2016, by RALPH PERRONE, who is personally known to me or who has produced personally known as identification.

[Handwritten Signature]

Notary Public

My Commission Expires:
4-29-20

Lory Milton
(Name typed, printed or stamped)

SEAL

Commission No.: FF984675





CFN:2005188850

OR Book/Page: 5474 / 5306

FROM THE SE CORNER OF THE NE 1/4 OF THE SW 1/4 OF SECTION 14,
TOWNSHIP 24 S., RANGE 36 E., BREVARD COUNTY, FLORIDA; RUN W. A
DISTANCE OF 1184.44 FEET TO THE EASTERLY R/W LINE OF S.R. A1A (NOW
KNOWN AS NORTH COURTENAY PARKWAY); THENCE N. 9°01' W. ALONG SAID
EASTERLY R/W LINE OF S.R. A1A A DISTANCE OF 167.06 FEET TO THE
NORTH R/W LINE OF THE PROPOSED 60 FOOT R/W FOR SKYLINE DRIVE AND
THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE
CONTINUE N. 9°01' W. ALONG SAID R/W LINE A DISTANCE OF 200.00 FEET;
THENCE EAST PARALLEL WITH THE S. LINE OF THE NE 1/4 OF THE SW
1/4 A DISTANCE OF 252.71 FEET TO THE WEST LINE OF A PROPOSED 15
FOOT PLANTING EASEMENT; THENCE S. 0°07' WEST PARALLEL WITH THE EAST
LINE OF THE NE 1/4 OF THE SW 1/4 A DISTANCE OF 197.43 FEET TO
THE NORTH R/O LINE OF SKYLINE DRIVE; THENCE WEST A DISTANCE OF
220.96 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

JOINER IN BINDING DEVELOPMENT PLAN

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the authorized agent and signatory for the owner and holder of that certain Mortgage dated, May 20, 2005, and recorded in O.R. Book 5474, Page 5307, as modified by Mortgage Modification Agreement recorded in O.R. Book 5771, Page 8354 and assigned to Janus Capital Corporation by Assignment recorded in O.R. Book 6298, Page 2049 and further modified by Mortgage and Note Modification Agreement recorded in O.R. Book 7350, Page 2198, Public Records of Brevard County, Florida, and encumbering lands described in said Mortgage, does hereby join in the foregoing Binding Development Plan for the purpose of consenting to the change of property use and development requirements as set forth therein.

Janus Capital Corporation
4224 Bay-to-Bay Boulevard
Tampa, FL 33629-6008

By: P. Douglas Freedle
Its: PRESIDENT
P. Douglas Freedle
(Print Name)

WITNESSES:

[Signature]

Denise M Gero
(Print Name)

Darlene M Lindsey

Darlene M Lindsey
(Print Name)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 14th day of APRIL, 2016, by P. DOUGLAS FREEDLE who (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____

Bonnie E. Lovell
Print Name: BONNIE E. LOVELL
Notary Public, State of Florida

