

Meeting Date
October 7, 2014



AGENDA	
Section	CONSENT
Item No.	II.A.5

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Binding Development Plan, Re: LGH Grove, LLC, and Harvey's Indian River Groves, Inc. (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 August 7, 2014, the Board of County Commissioners approved a request for a change of classification from AU (Agricultural Residential) and BU-1 (General Retail Commercial) to EU-2 (Estate Use Family Residential) on property located on the north side of Hall Rd., approx. 1,020 ft. east of N. Courtenay Pkwy., subject to a Binding Development Plan as follows:

- Developer/Owner shall limit density to 2 units per acre and may be further restricted by any changes to the Comprehensive Plan or the Land Development Regulations
- The Developer/Owner shall limit ingress and egress to one access at North Courtenay Pkwy and one access at Hall Rd.

Staff Contact: Jennifer Jones

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	X	No	<input type="checkbox"/>	PR <input type="checkbox"/>
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County Manager Stockton Whitten	Assistant County Manager Mel Scott, AICP	Department Director / Extension Robin M. Sobrino, AICP, Director Planning & Development Dept. Ext. 52069
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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

October 14, 2014

MEMORANDUM

TO: Recording

RE: Item II.A.5., Binding Development Plan Agreement with LGH Grove, LLC and Harvey's Indian River Groves, Inc.

The Board of County Commissioners, in regular session on October 7, 2014, executed Binding Development Plan Agreement with LGH Grove, LLC and Harvey's Indian River Groves, Inc, for property located on the north side of Hall Rd., approx. 1,020 ft. east of Courtenay Pkwy. Enclosed are original Binding Development Agreement and Check Number 18536 in the amount of \$35.50. **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)

August 13, 2014

Board of County Commissioners of Brevard County, Florida
2725 Judge Fran Jamieson Way
Viera, FL 32940

Re: Harvey's Groves Property, Merritt Island, Florida

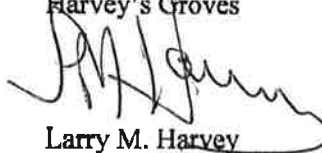
Dear Sir/Madame:

This letter shall confirm that the Property described in the attached First American Title Insurance Company Commitment No. 5011612-2037-3071515 is not encumbered by a mortgage.

Should you have any questions please contact me at 321-636-6072.

Thanks very much.

Sincerely,
Harvey's Groves



Larry M. Harvey

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

#: 1405644

Receipt #: 61378350

Cashier Date: 10/14/2014
 2:27:28 PM



Print Date:

10/14/2014 2:27:30 PM

Customer Information	Transaction Information	Payment Summary
() BUSSEN-MAYER ENGINEERING GROUP INC 100 PARNELL ST MERRITT ISLAND, FL 32953	DateReceived: 10/14/2014 Source Code: Titusville - Six Story Q Code: Titusville - Six Story Return Code: Hand Carried Trans Type: Recording Agent Ref Num:	Total Fees \$35.50 Total Payments \$35.50

1 Payments	
CHECK 18536	\$35.50

1 Recorded Items		
(AG) AGREEMENT	BK/PG: 7228/449 CFN:2014203810 Date:10/14/2014 2:27:27 PM From: To:	
Recording @ 1st=\$10 Add'l=\$8.50 ea.	4	\$35.50
Indexing @ 1st 4 Names Free, Addt'l=\$1 ea.	3	\$0.00

0 Search Items

1 Miscellaneous Items
(AGTR) AGENT TRANSMITTAL

Prepared by: Larry Harvey
Address: 3700 US Highway 1, Rockledge, FL 32955

BINDING DEVELOPMENT AGREEMENT

THIS AGREEMENT, entered into this 7th day of October, 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 LGH GROVE, LLC AND HARVEY'S INDIAN RIVER GROVES, INC., a Florida corporation (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 has requested the EU-2 zoning classification(s) and desires to develop the Property as a single family subdivision, and pursuant to the Brevard County Code, Section 62-1157; and

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

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

NOW THEREFORE, the parties agree as follows:

1. The County shall not be required or obligated in any way to construct or maintain or participate in any way in the construction or maintenance of the improvements, until such time as the improvements are constructed, approved, and platted as public streets by the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY. 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, lying outside of the proposed public right-of-ways.

2. The Developer/Owner shall limit density to 2.0 units per acre and may be further restricted by any changes to the Comprehensive Plan or the Land Development Regulations.

3. The Developer/Owner shall limit ingress and egress to one access at North Courtenay Pkwy and one access at Hall Road.

4. Developer/Owner shall comply with all regulations and ordinances of Brevard County, Florida, including the restrictions and minimum code requirements for the EU-2 zoning category. 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.

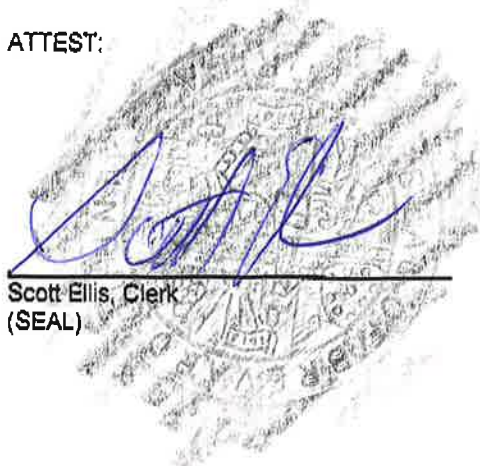
5. Developer/Owner, upon execution of this Agreement, shall pay to the County the cost of recording this Agreement in the Public Records of Brevard County, Florida.

6. This Agreement shall be binding and shall inure to the benefit of the successors or assigns of the parties and shall run with the subject Property unless or until rezoned and be binding upon any person, firm or corporation who may become the successor in interest directly or indirectly to the subject Property, and be subject to the above referenced conditions as approved by the Board of County Commissioners on 10-7-2014. In the event the subject Property is annexed into a municipality and rezoned, this Agreement shall be null and void.

7. Violation of this Agreement will also constitute a violation of the Zoning Classification and this Agreement may be enforced by Sections 1.7 and 62-5, Code of Ordinances of Brevard County, Florida, as it may be amended.

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

ATTEST:



Scott Ellis, Clerk
(SEAL)

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

Mary Bolin Lewis
Mary Bolin Lewis
Chairman
As approved by the Board on _____

(Please note: You must have two witnesses and a notary for each signature required. The notary may serve as one witness.)

WITNESSES:

Angela O'Brien

Angela O'Brien
(Witness Name typed or printed)

Joseph W. Mayer
Joseph W. Mayer
(Witness Name typed or printed)

DEVELOPER/OWNER

LGH GROVE, LLC and HARVEY'S INDIAN RIVER GROVES, INC.

3700 US Highway 1, Rockledge, FL 32955
(Address)

Larry M. Harvey
(Managing Member and President)
Larry M. Harvey

STATE OF FLORIDA §

COUNTY OF BREVARD§

The foregoing instrument was acknowledged before me this 13th day of August, 2014, by LARRY M. HARVEY, as Managing Member of LGH GROVE, LLC, a Florida limited liability company, and as President of HARVEY'S INDIAN RIVER GROVES, INC., a Florida corporation, who is personally known to me.

My commission expires
SEAL
Commission No.:

Angela O'Brien
Notary Public
(Name typed, printed or stamped)



ANGELA O'BRIEN
MY COMMISSION # EE 157071
EXPIRES: March 25, 2016
Bonded Thru Budget Notary Services

EXHIBIT "A"

LEGAL DESCRIPTION: (BY SURVEYOR)

PARCELS 1, 2, 3, 4 AND 5 IN THEIR ENTIRETY CAN BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE WEST $\frac{1}{2}$ OF SECTION 35 IN TOWNSHIP 23 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA: BEGIN AT THE NORTHEAST CORNER OF THE SE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SAID SECTION 35 AND RUN S 00°14'00"W ALONG THE EAST LINE THEREOF FOR 1331.00 FEET TO THE NORTHEAST CORNER OF THE NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SAID SECTION 35, THE SAME CORNER BEING THE CENTER OF SAID SECTION 35 AND BEING MARKED WITH AN OLD CONCRETE MONUMENT; THENCE RUN S 00°12'46"W ALONG THE EAST LINE THEREOF FOR 1334.13 FEET TO THE NORTHEAST CORNER OF THE SE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SAID SECTION 35; THENCE RUN S 89°58'49"W ALONG THE NORTH LINE THEREOF FOR 334.10 FEET TO CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF THE W $\frac{1}{2}$ OF THE NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SAID SECTION 35; THENCE RUN S 00°13'49"W ALONG THE EAST LINE THEREOF FOR 667.11 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER THEREOF; THENCE RUN S 89°58'22"W ALONG THE SOUTH LINE THEREOF FOR 333.56 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER THEREOF; THENCE RUN N 00°13'35"E ALONG THE WEST LINE THEREOF FOR 667.15 FEET TO A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF THE W $\frac{1}{2}$ OF THE NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SAID SECTION 35; THENCE RUN S 89°58'49"W ALONG THE NORTH LINE OF THE SE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SAID SECTION 35 FOR 333.60 FEET TO AN IRON PIN MARKING THE NORTHEAST CORNER OF THE WEST $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SAID SECTION 35; THENCE RUN S 00°13'21"W ALONG THE EAST LINE THEREOF FOR 1296.67 FEET TO A POINT ON THE NORTH LINE OF HALL ROAD AS IT IS SHOWN ON THE MAINTENANCE MAP OF HALL ROAD, RECORDED IN SURVEY BOOK 6 AT PAGE 96 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S 89°54'19"W ALONG THE SAID NORTH LINE OF HALL ROAD FOR 333.51 FEET TO A POINT ON THE WEST LINE OF THE EAST $\frac{1}{2}$ OF THE SW $\frac{1}{4}$ OF SAID SECTION 35; THENCE RUN N 00°13'07"E FOR 2631.59 FEET TO A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF THE NW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SAID SECTION 35; THENCE RUN S 89°59'44"W FOR 570.00 FEET; THENCE RUN N 00°14'16"E ALONG A LINE THAT IS PARALLEL WITH AND 570 FEET WEST OF THE EAST LINE OF THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SAID SECTION 35 FOR 250.00 FEET; THENCE RUN S 89°59'44"W ALONG THE NORTH LINE OF THE SOUTH 250 FEET OF THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SAID SECTION 35 FOR 681.47 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORTH COURTENAY PARKWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 3079 AT PAGE 831 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N 02°12'58"W ALONG SAID EAST RIGHT OF WAY LINE AND ITS EXTENSION NORTHERLY FOR 166.00 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY LINE RUN S 89°59'44"W ALONG THE NORTH LINE OF THE SOUTH 416.00 FEET OF THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SAID SECTION 35 FOR 688.77 TO A POINT ON THE WEST LINE OF THE SOUTH 570 FEET OF THE EAST 570.00 FEET OF THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SAID SECTION 35; THENCE RUN N 00°14'16"E ALONG SAID WEST LINE FOR 154.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE RUN N 89°59'44"E ALONG THE NORTH LINE THEREOF FOR 220.00 FEET; THENCE RUN N 00°14'16"E FOR 425.69 FEET; THENCE RUN N 89°56'32"W ALONG A LINE THAT IS PARALLEL WITH AND 336.50 FEET SOUTH OF THE NORTH LINE OF THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SAID SECTION 35 FOR 933.60 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORTH COURTENAY PARKWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 3210 AT PAGE 78 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N 02°12'58"W ALONG SAID EAST RIGHT OF WAY LINE FOR 25.02 FEET; THENCE RUN S 89°56'32"E ALONG A LINE THAT IS PARALLEL WITH AND 311.50 FEET SOUTH OF THE NORTH LINE OF THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SAID SECTION 35 FOR 934.67 FEET; THENCE RUN N 00°14'16"E FOR 10.00 FEET; THENCE RUN S 89°56'32"E ALONG A LINE THAT IS PARALLEL WITH AND 301.50 FEET SOUTH OF THE NORTH LINE OF THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SAID SECTION 35 FOR 350.00 FEET TO A POINT ON THE WEST LINE OF THE SE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SAID SECTION 35; THENCE RUN N 00°14'16"E ALONG SAID WEST LINE FOR 302.11 FEET TO THE NORTHWEST CORNER OF THE SE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SAID SECTION 35; THENCE RUN S 89°56'38"E ALONG THE NORTH LINE THEREOF FOR 1354.66 FEET TO THE POINT OF BEGINNING. CONTAINING 111.03 ACRES MORE OR LESS AND BEING SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.



First American Title

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation (the "Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by an authorized officer of the Company or an agent of the Company.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the Effective Date shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore
President

Timothy Kemp
Secretary

(This Commitment is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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First American

Schedule A

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

5011612 - 2037-3071515

Agent File Number: 019156.019700

FAST File Number: 2037-3071515

1. Effective Date: **November 13, 2013 @ 8:00 a.m.**
2. Policy or Policies to be issued:
 - a. Owner's Policy (Identify form used)
ALTA Owner's Policy of Title Insurance (6-17-06) (with Florida modifications)

Proposed Insured: **Titan Realty Corporation, a Florida corporation**
Proposed Amount of Insurance: **\$1,566,000.00**
Proposed Amount of Premium: **\$6,490.00 (no reissue credit; no endorsements)**
 - b. Loan Policy (Identify form used)
ALTA Loan Policy of Title Insurance (6-17-06) (with Florida modifications)

Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple** (Identify estate covered, i.e. Fee, Leasehold, etc.)
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

LGH Grove, LLC, a Florida limited liability company, as to Parcels 1, 2, 3 and 4, by virtue of documents recorded in Book 6583, Page 1198; Book 6583, Page 1181; Book 6585, Page 1979; Book 6585, Page 1975; and Book 6583, Page 1188; and

Harvey's Indian River Groves, Inc., a Florida corporation, as to Parcel 5, by virtue of document recorded in Book 2522, Page 68, of the Public Records of Brevard County, Florida
5. The land referred to in this Commitment is described as follows:

See Exhibit "A" attached hereto and made a part hereof

Greenberg Traurig, P.A.

450 S. Orange Ave., Suite 650
Orlando, FL 32801

By: _____


Peter J. Fides II, Esq.

(This Schedule A valid only when Schedule B is attached.)



First American

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

5011612 - 2037-3071515

Exhibit A

Agent File Number: 019156.019700

FAST File Number: 2037-3071515

THE LAND IS SITUATED IN THE COUNTY OF BREVARD, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

A PARCEL OF LAND BEING THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTH 570 FEET OF THE EAST 570 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA.

TOGETHER WITH GRANTOR'S RIGHTS IN A 66 FOOT EASEMENT FOR INGRESS AND EGRESS PURPOSES LOCATED ON A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 36 FEET, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4, AND RUN S.89°52'07"E., ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 2.07 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF STATE ROAD NO. 3 (A 100 FOOT RIGHT OF WAY); THENCE S.01°46'47"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 820.88 FEET; THENCE S.02°26'20"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 97.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.02°26'20"E., ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 66.06 FEET, THENCE S.89°55'38"E., ALONG THE SOUTH LINE OF LANDS PER O. R. BOOK 2285, PAGE 2277, A DISTANCE OF 725.49 FEET; THENCE N.00°20'07"E., PARALLEL TO AND 570 FEET DISTANT FROM THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 A DISTANCE OF 66.0 FEET; THENCE N.89°55'38"W., PARALLEL TO SAID SOUTH LINE, A DISTANCE OF 728.68 FEET TO THE POINT OF BEGINNING. SAID EASEMENT BEING THE SOUTH 66 FEET OF LANDS PER O. R. BOOK 2285, PAGE 2277.

PARCEL 2:

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 23 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 36 EAST, THENCE SOUTH 89 DEGREES 56' 20" EAST, 2.07 FEET TO THE EASTERLY RIGHT OF WAY OF STATE ROAD NO. 3, THENCE SOUTH 01 DEGREES 51' 00" EAST, ALONG THE EAST RIGHT OF WAY OF SAID ROAD; 301.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 56' 20" EAST, 1325.04 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35, THENCE SOUTH 00 DEGREES 14' 28" WEST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35, 460.30 FEET; THENCE SOUTH 89 DEGREES 59' 50" WEST, 350.00 FEET, THENCE NORTH 00 DEGREES 14' 28" EAST, PARALLEL WITH THE EAST LINE OF SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35, 435.07 FEET; THENCE NORTH 89 DEGREES 56' 20" WEST, 974.12 FEET TO THE EAST RIGHT OF WAY OF SAID STATE ROAD 3; THENCE NORTH 01 DEGREES 51' 00" WEST, 25.01 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

THAT PART OF THE SOUTH 10 FEET OF THE NORTH 311.50 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35; THENCE SOUTH 89 DEGREES 56' 20" EAST 2.07 FEET TO THE EASTERLY RIGHT OF WAY OF STATE ROAD NO. 3; THENCE SOUTH 01 DEGREES 51' 00" EAST ALONG SAID EASTERLY RIGHT OF WAY, 301.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 56' 20" EAST ALONG THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1715, PAGE 154, A DISTANCE OF 975.04 FEET; THENCE SOUTH 00 DEGREES 14' 28" WEST, 10.00 FEET; THENCE NORTH 89 DEGREES 56' 20" WEST, 974.68 FEET TO SAID EASTERLY RIGHT OF WAY OF STATE ROAD NO. 3; THENCE NORTH 01 DEGREES 51' 00" WEST ALONG SAID EASTERLY RIGHT OF WAY, 10.0 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THAT PART OF THE SOUTH 10 FEET OF THE NORTH 336.50 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35; THENCE SOUTH 89 DEGREES 56' 20" EAST 2.07 FEET TO THE EASTERLY RIGHT OF WAY OF STATE ROAD NO. 3; THENCE SOUTH 01 DEGREES 51' 00" EAST ALONG SAID EASTERLY RIGHT OF WAY, 326.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 56' 20" EAST, PARALLEL TO THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1715, PAGE 154, A DISTANCE OF 974.12 FEET; THENCE SOUTH 00 DEGREES 14' 28" WEST, 10.0 FEET; THENCE NORTH 89 DEGREES 56' 20" WEST, 973.76 FEET TO SAID EASTERLY RIGHT OF WAY OF STATE ROAD NO. 3; THENCE NORTH 01 DEGREES 51' 00" WEST, ALONG SAID EASTERLY RIGHT OF WAY, 10.00 FEET TO THE POINT OF BEGINNING.

EXCEPT FROM THE ABOVE PARCELS THAT PORTION TAKEN FOR ROAD RIGHT OF WAY RECORDED IN OFFICIAL RECORDS BOOK 3210, PAGE 78, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PARCEL 3:

THE NORTH 100 FEET OF THE SOUTH 350 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, EXCEPT THE EAST 570 FEET THEREOF. ALSO EXCEPT THE RIGHT OF WAY FOR STATE ROAD NO. 3 (A-1-A) AND ALSO EXCEPT LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3079, PAGE 831, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PARCEL 4:

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4, AND RUN S. 89 DEGREES 52' 07" E., ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 2.07 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 3 (A 100 FOOT RIGHT-OF-WAY); THENCE S. 01 DEGREES 46' 47" EAST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 820.88 FEET; THENCE S. 02 DEGREES 26' 20" E., ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 97.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S. 02 DEGREES 26' 20" E., ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 66.06 FEET, THENCE S. 89 DEGREES 55' 38" E., ALONG THE SOUTH LINE OF LANDS DESCRIBED IN O.R. BOOK 2285, PAGE 2277, A DISTANCE OF 725.49 FEET; THENCE N. 00 DEGREES 20' 07" E., PARALLEL TO AND 570 FEET DISTANT FROM THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 A DISTANCE OF 66.0 FEET; THENCE N. 89 DEGREES 55' 38" W., PARALLEL TO SAID SOUTH LINE, A DISTANCE OF 728.68 FEET TO THE POINT OF BEGINNING. SAID LAND BEING THE SOUTH 66.0 FEET OF LANDS DESCRIBED IN O.R. BOOK 2285, PAGE 2277, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PARCEL 5:

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE WEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, INCLUDING PARCELS 500, 505, 507 AND EXCLUDING ROAD RIGHT-OF-WAY OF HALL ROAD, AND ALL BEING LOCATED IN SECTION 35, TOWNSHIP 23 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA.

END OF EXHIBIT A



First American

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

5011612 - 2037-3071515

Schedule B-I

Agent File Number: 019156.019700

FAST File Number: 2037-3071515

REQUIREMENTS

The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
 - a. Warranty Deed from LGH Grove, LLC, a Florida limited liability company, to Titan Realty Corporation, a Florida corporation, conveying Parcels 1, 2, 3 and 4 described on Exhibit "A".
 - b. Warranty Deed from Harvey's Indian River Groves, Inc., a Florida corporation, to Titan Realty Corporation, a Florida corporation, conveying Parcel 5 described on Exhibit "A".
5. Proof of current good standing of LGH Grove, LLC, a Florida limited liability company, a resolution of the members and managers authorizing the sale of the Land, and an Incumbency Certificate identifying the party authorized to execute the deed and other closing documents.
6. Proof of current good standing of Harvey's Indian River Groves, Inc., a Florida corporation, a resolution of the shareholders and directors authorizing the sale of the Land, and an Incumbency Certificate identifying the party authorized to execute the deed and other closing documents.
7. Furnish Articles of Organization and Operating Agreement for LGH Grove, LLC, a Florida limited liability company, together with any amendments, to the Company for review.
8. Furnish Articles of Incorporation and Bylaws for Harvey's Indian River Groves, Inc., a Florida corporation, together with any amendments, to the Company for review.

Note: The Company reserves the right to amend this commitment, including but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above.

9. The Deed from Larry M. Harvey, Sharon Harvey Fontana and James B. Harvey to LGH Grove, LLC, a Florida limited liability company, recorded in Book 6583, Page 1198, is defective in that it does not contain two subscribing witnesses to the signature of Sharon H. Fontana. Said instrument should be corrected, re-executed, re-acknowledged, and re-recorded; or a new instrument in proper form should be recorded (if from an individual, joinder of spouse or non-homestead statement). This Commitment should then be updated through the date of recording of said instrument, and the Company reserves the right to

amend the commitment, including, but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon the matters disclosed by the update.

10. The Deed from George Grove Partnership, a Florida general partnership to LGH Grove, LLC, a Florida limited liability company, recorded in Book 6583, Page 1181, is defective in that it does not contain two subscribing witnesses to the signature of Sharon H. Fontana. Said instrument should be corrected, re-executed, re-acknowledged, and re-recorded; or a new instrument in proper form should be recorded (if from an individual, joinder of spouse or non-homestead statement). This Commitment should then be updated through the date of recording of said instrument, and the Company reserves the right to amend the commitment, including, but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon the matters disclosed by the update.
11. The Deed from George Grove Partnership, a Florida general partnership to LGH Grove, LLC, a Florida limited liability company, recorded in Book 6583, Page 1179, is defective in that it does not contain two subscribing witnesses to the signature of Sharon H. Fontana. Said instrument should be corrected, re-executed, re-acknowledged, and re-recorded; or a new instrument in proper form should be recorded (if from an individual, joinder of spouse or non-homestead statement). This Commitment should then be updated through the date of recording of said instrument, and the Company reserves the right to amend the commitment, including, but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon the matters disclosed by the update.
12. The Deed from James B. Harvey and S. Thomas Hamilton, Jr., Co-Trustees, to LGH Grove, LLC, a Florida limited liability company, recorded in Book 6583, Page 1188, is defective in that it does not contain two subscribing witnesses to the signature of James B. Harvey. Said instrument should be corrected, re-executed, re-acknowledged, and re-recorded; or a new instrument in proper form should be recorded (if from an individual, joinder of spouse or non-homestead statement). This Commitment should then be updated through the date of recording of said instrument, and the Company reserves the right to amend the commitment, including, but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon the matters disclosed by the update.
13. Proof of payment of taxes and assessments for the year 2013, and all prior years, plus any penalties and interest.

Note: The following is for informational purposes only and is given without assurance or guarantee: 2013 taxes show **PAYABLE** in the gross amount of \$1,199.79 for Tax Identification No. 23-36-35-00-00264.0-0000.00. (As to Parcel 1)

Note: The following is for informational purposes only and is given without assurance or guarantee: 2013 taxes show **PAYABLE** in the gross amount of \$2,195.90 for Tax Identification No. 23-36-35-00-00270.0-0000.00. (As to Parcel 2)

Note: The following is for informational purposes only and is given without assurance or guarantee: 2013 taxes show **PAYABLE** in the gross amount of \$1,322.61 for Tax Identification No. 23-36-35-00-00274.0-0000.00. (As to Parcel 3)

Note: The following is for informational purposes only and is given without assurance or guarantee: 2013 taxes show **PAYABLE** in the gross amount of \$897.23 for Tax Identification No. 23-36-35-00-00275.0-0000.00. (As to Parcel 4)

Note: The following is for informational purposes only and is given without assurance or guarantee: 2013 taxes show **PAYABLE** in the gross amount of \$1,129.08 for Tax Identification No. 23-36-35-00-00500.0-0000.00. (As to Parcel 5)

14. The following exceptions from coverage, to-wit:

- a. Any rights, interests or claims of parties in possession of the land not shown by the public records;
- b. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land;
- c. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records; and
- d. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy,

will appear on the policy(ies) to be issued in conjunction herewith to the insured(s) unless the Company is provided an affidavit, acceptable to the Company, executed by the Owner(s) sufficient to delete said exceptions from such policy(ies).

Said affidavit shall include, but not be limited to, certification (1) that the Owner(s) is/are in exclusive possession of the insured land and that no party other than the Owner(s) have any claim to possession of the insured land; (2) that there has been no labor, material or services provided for or improvements upon the insured land within the previous 90 days, which have not been paid for, and that there are no outstanding contracts, either oral or written, for the furnishing of an such labor, material or services; (3) that there are no mortgages, judgments, tax liens or other liens against the Owner, or any of the them, and/or the insured land other than as disclosed by this commitment; (4) that there are no outstanding or pending claims or law suits against the Owner(s), or any of them, that may constitute the basis for a lien against the insured land; (5) that other than as disclosed by this commitment there are no matters which constitute defects in Owner(s) title to the insured land; (6) that there are no matters existing, at the time of delivery of the deed and/or mortgage contemplated herein, which would adversely affect the ability of the Owner(s) to mortgage or convey the insured land; (7) that the Owner(s), and each of them, has never been adjudicated incompetent; and (8) that the Owner(s), and each of them, has never been a party to a bankruptcy filing, nor does the Owner(s), or any of them, contemplate or anticipate any such filing.

In addition to the affidavit referenced above, in order to delete the exception from coverage for "Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.", the Company must be supplied with a survey acceptable to the Company or such other proof as may be acceptable to the Company relating to any rights, interests or claims affecting the land which a correct survey would disclose.

If the above referenced affidavit or survey, in the form(s) acceptable to the Company, are not supplied to the Company, the exceptions set out above will appear in the policy(ies) to be issued in conjunction herewith, to the insured(s).

The Company reserves the right to include exceptions from coverage relating to matters disclosed by the affidavit and/or survey or other proof, and to make such additional requirements and/or modify the legal description (shown in Schedule A, hereof), as it may deem necessary.

END OF SCHEDULE B-I



First American

Schedule B-II

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

5011612 - 2037-3071515

Agent File Number: 019156.019700

FAST File Number: 2037-3071515

PART II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. Taxes and assessments for the year 2014 and subsequent years, which are not yet due and payable.

NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

8. Drainage Easement granted to Harvey's Indian River Groves, Inc., a Florida corporation by Scott Groves, Ltd., a Florida limited partnership, dated August 15, 1984 and recorded August 23, 1984 in Book 2536, Page 1856.

9. Easement for ingress and egress recognized by Final Judgment recorded in Book 3266, Page 4941.
10. Concurrent rights of others to use the easement described in Schedule "A".
11. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).

END OF SCHEDULE B-II

Note: All of the recording information contained herein refers to the Public Records of **Brevard County, Florida**, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.



BOARD OF COUNTY COMMISSIONERS

Inter-Office Memo

TO: Diane Byrum, County Attorney's Office

FROM: Jennifer Jones, Special Projects Coordinator II

SUBJ: Binding Development Plan for LGH Groves, LLC and Indian River Groves

DATE: September 4, 2014

Attached for review is the binding development plan for Binding Development Plan for LGH Groves, LLC and Indian River Groves. The property is described as Tax Parcel 500, as recorded in ORB 2522, Page 68; Tax Parcel 264, as recorded in ORB 6583, Pages 1198 – 1200; Tax Parcel 270, as recorded in ORB 6585, Page 1979 – 1981; Tax Parcel 274, as recorded in ORB 6585, Pages 1975 – 1976; and Tax Parcel 275, as recorded in ORB 6583, Pages 1188 – 1189. Section 35, Township 23, Range 36 (111.03 acres.) Located on the north side of Hall Rd., approx. 1,020 ft. east of N. Courtenay Pkwy. (Tax Parcel 505: 320 E. Hall Rd., Merritt Island; Tax Parcel 264: No assigned address. In the N. Merritt Island area; Tax Parcel 270: 4870 N. Courtenay Pkwy., Merritt Island; Tax Parcel 274: No assigned address. In the N. Merritt Island area; Tax Parcel 275: No assigned address. In the N. Merritt Island area)

The zoning request was approved, with the BDP, by the Board of County Commissioners on August 7, 2014.

Please have this BDP reviewed and return it to me with approval and/or comments by Monday, September 22, 2014.

Thank you.

/jj
attachment

APPROVED _____

[Handwritten signature] *9/22/14*

DENIED _____

COMMENTS _____

III. PUBLIC HEARINGS
B. NORTH MERRITT ISLAND DEPENDENT SPECIAL DISTRICT BOARD

Thursday, March 13, 2014 – 6:00 P.M.
Merritt Island Service Complex
2575 N. Courtenay Pkwy., 2nd Floor, Merritt Island, Florida

&

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
Thursday, April 3, 2014 - 5:00 P.M.
Brevard County Government Center
2725 Judge Fran Jamieson Way, Bldg. C, Viera, Florida

The Board of County Commissioners may approve or deny the requested classification, or may approve a classification of lesser intensity than that requested.

DISTRICT 2

III.B.4. (14PZ-00005) – COURTENAY VENTURES, LLC - (Joe Mayer) – requests a change of classification from BU-1 to RU-1-13 on 5.68 acres, located on the east side of N. Courtenay Pkwy., approx. 490 ft. south of Chase Hammock Rd. (No assigned address. In the N. Merritt Island area.)

NMI Recommendation: McFarland/Lindhorst – Denied. Vote was unanimous.

BCC ACTION: Fisher/Anderson – APPROVED, with a Binding Development Plan, recorded on May 6, 2014, In ORB 7120, Pages 693 – 696, limited to 12 units, ingress and egress to one access along North Courtenay Pkwy, and a 15-foot buffer along the perimeter of the property. Vote was unanimous. 14PZ-00005.

III.B.5. (14PZ-00008) – LGH GROVE, LLC AND HARVEY'S INDIAN RIVER GROVES, INC. – (Ken Fulmer/Del Avery) – request a change of classification from AU and BU-1 to EU-2 with a BDP on 111.03 acres, located on the north side of Hall Rd., approx. 1,020 ft. east of N. Courtenay Pkwy. (Tax Parcel 505: 320 E. Hall Rd., Merritt Island; Tax Parcel 264: No assigned address. In the N. Merritt Island area; Tax Parcel 270: 4870 N. Courtenay Pkwy., Merritt Island; Tax Parcel 274: No assigned address. In the N. Merritt Island area; Tax Parcel 275: No assigned address. In the N. Merritt Island area)

NMI Recommendation: McFarland/Hillberg – Approved as RR-1, with a BDP limiting ingress and egress to one access at North Courtenay Parkway, and one access at Hall Road. Vote was unanimous.

BCC ACTION: Anderson/Bolin Lewis – Approved as requested. Vote was 3:1, with Infantini voting nay. (Commissioner Fisher absent) 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.

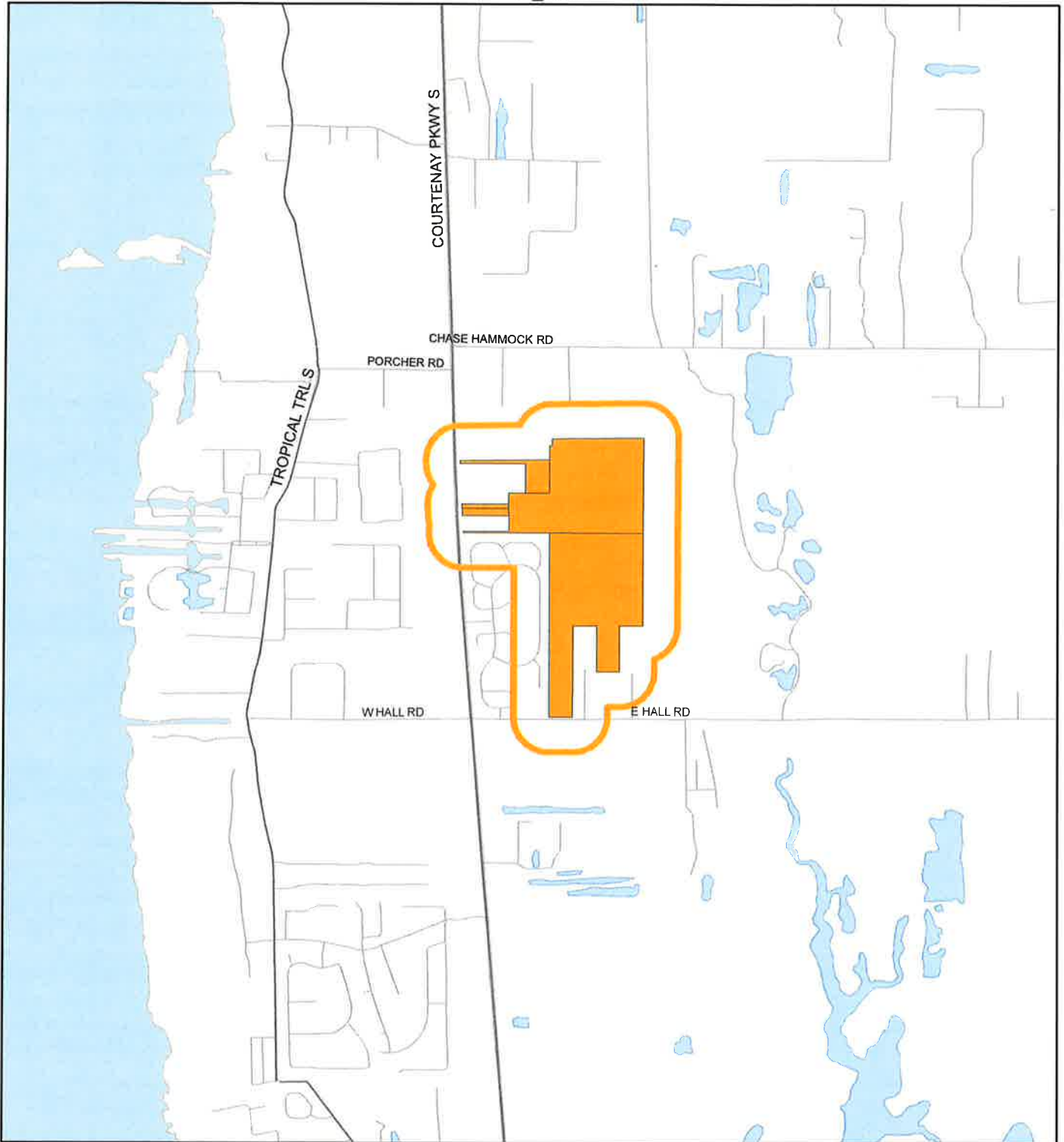
TABLED ITEMS, PLANNING AND ZONING BOARD RECOMMENDATIONS OF JULY 7, 2014, AND JULY 21, 2014, AND ADMINISTRATIVE REZONING RECOMMENDATIONS OF MARCH 3, 2014, AND MAY 29, 2014

- III.A.1. LGH Grove, LLC and Harvey's Indian River Groves, Inc. Anderson/Bolin Lewis, approved as requested. Commissioner Infantini voted nay.
- III.A.2. Joseph K. and Annette G. Dittmer. Nelson/Anderson, tabled to September 4, 2014, Zoning meeting.
- III.A.3. Cocoa Expo Sports Center, LLC. Infantini/Anderson, tabled to September 4, 2014, Zoning meeting.
- III.A.4. Cocoa Expo Sports Center, LLC. Infantini/Anderson, tabled to September 4, 2014, Zoning meeting.
- III.B.1. Alexander J. and Patricia B. Montminy. Infantini/Anderson, approved as recommended.
- III.B.2. John E. and Lauray Aitcheson. Nelson/Anderson, tabled to September 4, 2014, Zoning meeting.
- III.B.3. Gerald E. Woodcock, Trustee. Infantini/Anderson, approved as recommended.
- III.B.4. Edward Stocker. Anderson/Nelson, approved as recommended.
- III.B.5. Anderson/Infantini, automatically tabled to October 2, 2014, Zoning meeting.
- III.B.6. Brevard County. Nelson/Anderson, approved as recommended. Commissioner Infantini voted nay.
- III.C.1. 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). Anderson/Nelson, approved as recommended.

LOCATION MAP

LGH GROVE, LLC, and HARVEY'S INDIAN RIVER GROVES, INC.

14PZ_00008



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

Buffer Distance: 500 feet

 Buffer

 Subject Property

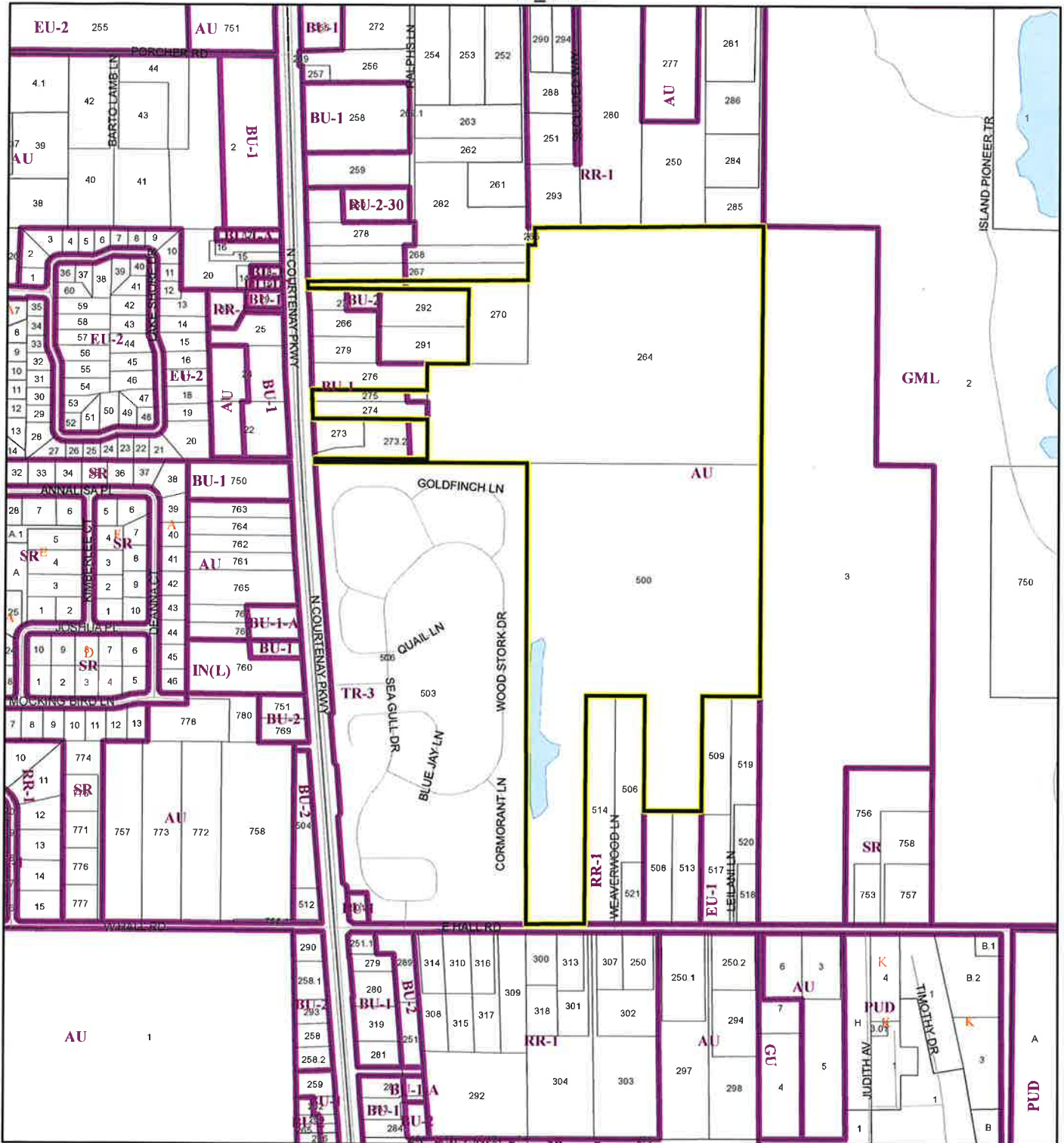
This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by the Brevard County Planning and Zoning Office - GIS Section Date: 1/16/2014

ZONING MAP

LGH GROVE, LLC, and HARVEY'S INDIAN RIVER GROVES, INC.

14PZ_00008



1:9,600 or 1 inch = 800 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 herein.