



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.5.

5/26/2022

Subject:

Acceptance, Re: Binding Development Plan with Surrey Homes, LLC (f.k.a. Jackson Family Trust; and C.B. Davis Family Trust (District 1)

Fiscal Impact:

None

Dept/Office:

Planning & Development

Requested Action:

In accordance with Section 62-1157, it is requested that the Board of County Commissioners accept, and the Chair sign, the Binding Development Plan.

Summary Explanation and Background:

A BDP (Binding Development Plan) is a voluntary agreement presented by the property owner to self-impose limits upon development of a property in support of a change of zoning or conditional use permit. Pursuant to Section 62-1157, a BDP shall be recorded in the public records within 120 days of the Board's approval of the zoning request. Following staff and legal review, the BDP is presented to the Board in recordable form as a Consent Agenda item in order to finalize the zoning action.

On March 3, 2022, the Board approved a change of zoning classification from AU (Agricultural Residential), GU (General Use), BU-1 (General Retail Commercial), and BU-2 (Retail, Warehousing, and Wholesale Commercial), to RU-1-7 (Single-Family Residential), with a BDP including, but not limited to, the following conditions:

- The Developer/Owner shall limit density to a maximum of 199 units and may be further restricted by any changes to the Comprehensive Plan or Land Development Regulations.
- The Developer/Owner shall limit ingress and egress to S.R. 46, Mims, Florida.

The attached binding development plan includes these provisions.

Clerk to the Board Instructions:

Upon recordation, please return two certified copies of the BDP to Planning & Development.

Resolution 21Z00043

On motion by Commissioner Smith, seconded by Commissioner Pritchett, the following resolution was adopted by a unanimous vote: (Commissioner Tobia absent)

WHEREAS, Jackson Family Trust; and C.B. Davis Family Trust have requested a change of zoning classification from AU (Agricultural Residential), GU (General Use), BU-1 (General Retail Commercial), and BU-2 (Retail, Warehousing, and Wholesale Commercial), to RU-1-7 (Single-Family Residential) with a BDP (Binding Development Plan), on property described as (See attached); and

WHEREAS, a public hearing of the Brevard County Planning and Zoning Board was advertised and held, as required by law, and after hearing all interested parties and considering the adjacent areas, the Brevard County Planning and Zoning Board recommended that the application be approved; and

WHEREAS, the Board, after considering said application and Brevard County Planning and Zoning Board's recommendation, and hearing all interested parties, and after due and proper consideration having been given to the matter, find that the application should be approved as recommended, with a BDP limiting density to 199 units, and limiting ingress and egress to S.R. 46; now therefore,

BE IT RESOLVED by the Board of County Commissioners of Brevard County, Florida, that the requested change of zoning classification from AU, GU, BU-1 and BU-2, to RU-1-7, with a BDP, be approved with a BDP, recorded on May 31, 2022, in ORB 9520, Pages 1 - 11, limiting density to 199 units, and limiting ingress and egress to S.R. 46. The Planning and Development Director, or designee, is hereby directed to make this change on the official zoning maps of Brevard County, Florida.

BE IT FURTHER RESOLVED that this resolution shall become effective as of May 31, 2022.

BOARD OF COUNTY COMMISSIONERS
Brevard County, Florida

Kristine Zonka, Chair
Brevard County Commission
As approved by the Board on May 26, 2022.

ATTEST:

RACHEL SADOFF, CLERK

(SEAL)

P&Z Hearing – February 14, 2022
BCC Hearing - March 3, 2022

Please note: A CUP (Conditional Use Permit) will generally expire on the three-year anniversary of its approval if the use is not established prior to that date. CUPs for Towers and Antennas shall expire if a site plan for the tower is not submitted within one year of approval or if construction does not commence within two years of approval. A Planned Unit Development Preliminary Development Plan expires if a final development plan is not filed within three years. **The granting of this zoning does not guarantee physical development of the property. At the time of development, said development must be in accordance with the criteria of the Brevard County Comprehensive Plan and other applicable laws and ordinances.**

21Z00043 (cont.)
Legal Description

A parcel of land being a portion of lands as described in ORB 6066, Page 844 and ORB 6133, Page 2745, of the Public Records of Brevard County, Florida. Lying in **Section 13, Township 21S, Range 34E**, Brevard County, Florida, and being more particularly described as follows: Commence at the NE corner of Section 13; thence S88deg21'59"W, along the north line of the NE ¼ of said Section 13, a distance of 2,645.31 ft. to the north ¼ corner of said Section 13 and the point of beginning of this description; thence S00deg54'13"E, along the north-south midsection line of said Section 13, a distance of 1,326.64 ft. to a point on the north line of the west ½ of the SW ¼ of the NE ¼ of said Section 13; thence N88deg31'29"E, along said north line, a distance of 630.18 ft. to a point on the westerly right-of-way line of Interstate 95 (S.R. No. 9), a 300 ft. wide right-of-way as shown on FDOT Map Section No. 70225; thence S19deg56'26"E, along said westerly right-of-way line, a distance of 98.81 ft. to a point on the east line of the west ½ of the SW ¼ of the NE ¼ of said Section 13; thence S00deg56'52"E, along said east line a distance of 504.03 ft. to a point on the southeasterly extension of the south line of lands as described in ORB 6192, Page 2805 of said Public Records; thence N58deg02'44"W, along said southeasterly extension, a distance of 31.02 ft. to the SE corner of said lands as described in ORB 6192, Page 2805; thence N03deg47'58"E, along the east line of said lands, a distance of 208.69 ft. to the NE corner of said lands; thence N58deg02'44"W, along the north line of said lands, a distance of 543.20 ft.; thence S88deg24'24"W, along the north line of said lands, a distance of 483.34 ft. to the NW corner of said lands; thence S02deg09'41"E, along the west line of said lands, a distance of 184.01 ft. to the SW corner of said lands; thence N88deg24'24"E, along the south line of said lands, a distance of 138.42 ft. to a point on the west line of lands as described in ORB 8560, Page 227 of the Public Records of Brevard County, Florida; thence S00deg27'06"E, along the west line of said lands, a distance of 784.97 ft.; thence S88deg32'28"W, a distance of 698.90 ft.; thence S01deg27'32"E, a distance of 250 ft. to a point on the northerly right-of-way line of S.R. No. 46, a 75-ft. wide right-of-way as shown on Project No. F.A.S. 3-A, dated July 10, 1939; thence S88deg32'28"W, along said north right-of-way line, a distance of 475.49 ft. to a point on the west line of the east ½ of the NW ¼ of said Section 13, thence N00deg55'45"W, along said west line, a distance of 2,618.52 ft. to a point on the north line of the NW ¼ of said Section 13; thence N88deg28'59"E, along said north line, a distance of 1,322.66 ft. to the point of beginning. (73.59 +/- acres) Located on the north side of S.R. 46, approx. 0.25 mile west of I-95. (No assigned address. In the Mims area.)



May 27, 2022

MEMORANDUM

TO: Jennifer Jones, Zoning

RE: Item F.5., Binding Development Plan Agreement with Surrey Homes, LLC
(Jackson Family Trust and C.B. Davis Family Trust)

The Board of County Commissioners, in regular session on May 26, 2022, executed Binding Development Plan with Surrey Homes, LLC (Jackson Family Trust and C.B. Davis Family Trust), for property located at a parcel of lands as described in OR Book 6066, Page 844 and OR Book 6133, Page 2745 of the public records of Brevard County.

Enclosed for your necessary action are two certified copies of the recorded document.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

for Donna Scott
Kimberly Powell, Clerk to the Board

/dt

Encls. (2)

Prepared by: Kimberly B. Rezanka, Esq.
 Address: Lacey Lyons Rezanka
 1290 Rockledge Blvd. Ste 201
 Rockledge, FL 32955

CFN 2022136103, OR BK 9520 PAGE 1,
 Recorded 05/31/2022 at 04:18 PM, Rachel M. Sadoff,
 Clerk of Courts, Brevard County
 # Pgs:11

BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this 26 day of May, 2022 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and SURREY HOMES, LLC, a Florida Limited Liability Company (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 RU-1-7 zoning classification(s) and desires to develop the Property as Single-family residential 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 impacts on abutting land owners and affected facilities or services; and

WHEREAS, SURREY HOMES, LLC holds a Limited Agency Authorization to execute this Agreement on behalf of the owners of the Property, said Authorization attached as Exhibit "B"; and

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

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated into this Agreement by their reference.
2. 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.

3. The Developer/Owner shall limit density to a maximum of 199 units and may be further restricted by any changes to the Comprehensive Plan or the Land Development Regulations.
4. The Developer/Owner shall limit ingress and egress to SR46, Mims, Florida.
5. 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 Brevard County Comprehensive Plan or land development regulations as they may apply to this Property.
6. Developer/Owner, upon execution of this Agreement, shall pay to the Clerk of Court all costs of recording this Agreement in the Public Records of Brevard County, Florida.
7. This Agreement shall be binding and shall inure to the benefit of the successors or assigns of the parties and shall run with the subject Property unless or until rezoned and shall be binding upon any person, firm or corporation who may become the successor in interest directly or indirectly to the subject Property, and shall be subject to the above referenced conditions as approved by the Board of County Commissioners on _____, 2022. In the event the subject Property is annexed into a municipality and rezoned, this Agreement shall be null and void.
8. Violation of this Agreement shall constitute a violation of the zoning classification and of this Agreement. This Agreement may be enforced by Sections 1-7 and 62-5 of the Code of Ordinances of Brevard County, Florida, as may be amended.
9. Conditions precedent. All mandatory conditions set forth in this Agreement mitigate the potential for incompatibility and shall be satisfied before Developer/Owner may implement the approved use(s), unless stated otherwise. The failure to timely comply with any condition is a violation of this Agreement and constitutes a violation of the Zoning Classification and is subject to enforcement action as described in Paragraph 8, above.
10. Severability clause. If any provision of this BDP is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision shall continue in full force and effect without being impaired or invalidated in any way.

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

ATTEST:


Rachel M. Sadoff, Clerk of Court
(SEAL)

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


Kristine Zonka, Chair

As approved by the Board on 5-26-2022


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

WITNESSES:

Surrey Homes, LLC
588 W. New England Ave. Ste 240
Winter Park, FL 32789



Karen M. Brown
(Witness Name typed or printed)


Christian Mears Swann, President, Manager,
Surrey Homes, LLC
Under Limited Agency Authorization
Dated June 24 and 28, 2021 by
The Jackson Family Trust and
C.B. Davis Family Trust



SHARON B. ABNER

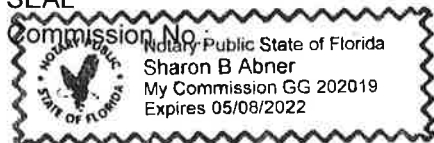
(Witness Name typed or printed)

STATE OF FLORIDA §

COUNTY OF ORANGE §

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or _____ online notarization, this 3rd day of May, 2022, by Christian Mears Swann, President, Manager of Surrey Homes, LLC who is personally known to me or who has produced _____ as identification.

My commission expires
SEAL




Notary Public **SHARON B. ABNER**

(Name typed, printed or stamped)


EXHIBIT "A" – LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LANDS AS DESCRIBED IN O.R. BOOK 6066 PAGE 844 AND O.R. BOOK 6133 PAGE 2745 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA LYING IN SECTION 13, TOWNSHIP 21 SOUTH, RANGE 34 EAST BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 13; THENCE S. 88°21'59" W., ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 13, A DISTANCE OF 2,645.31 FEET TO THE NORTH ¼ CORNER OF SAID SECTION 13 AND THE POINT-OF-BEGINNING OF THIS DESCRIPTION; THENCE S. 00°54'13" E., ALONG THE NORTH-SOUTH MIDSECTION LINE OF SAID SECTION 13, A DISTANCE OF 1326.64 FEET TO A POINT ON THE NORTH LINE OF THE WEST HALF OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 13; THENCE N. 88°31'29" E., ALONG SAID NORTH LINE, A DISTANCE OF 630.18 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 (STATE ROAD NO.9), A 300.00 FOOT WIDE RIGHT-OF-WAY AS SHOWN ON F.D.O.T. MAP SECTION NO. 70225; THENCE S. 19°56'26" E., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 98.81 FEET TO A POINT ON THE EAST LINE OF THE WEST ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 13; THENCE S. 00°56'52" E., ALONG SAID EAST LINE, A DISTANCE OF 504.03 FEET TO A POINT ON THE SOUTHEASTERLY EXTENSION OF THE SOUTH LINE OF LANDS AS DESCRIBED IN O.R. BOOK 6192 PAGE 2805 OF SAID PUBLIC RECORDS; THENCE N. 58°02'44" W., ALONG SAID SOUTHEASTERLY EXTENSION, A DISTANCE OF 31.02 FEET TO THE SOUTHEAST CORNER OF SAID LANDS AS DESCRIBED IN O.R. BOOK 6192 PAGE 2805; THENCE N. 03°47'58" E., ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 208.69 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE N. 58°02'44" W., ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 543.20 FEET; THENCE S. 88°24'24" W., ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 483.34 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE S. 02°09'41" E., ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 184.01 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE N. 88°24'24" E., ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 138.42 FEET TO A POINT ON THE WEST LINE OF LANDS AS DESCRIBED IN O.R. BOOK 8560 PAGE 227 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S. 00°27'06" E., ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 784.97 FEET; THENCE S. 88°32'28" W. A DISTANCE OF 698.90 FEET; THENCE S. 01°27'32" E. A DISTANCE OF 250.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 46, A 75.00 FOOT WIDE RIGHT-OF-WAY AS SHOWN ON PROJECT NO. F.A.S. 3-A DATED JULY 10, 1939;; THENCE S. 88°32'28" W. ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 475.49 FEET TO A POINT ON THE WEST LINE OF THE EAST ½ OF THE NORTHWEST ¼ OF SAID SECTION 13; THENCE N. 00°55'45" W., ALONG SAID WEST LINE, A DISTANCE OF 2618.52 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 13; THENCE N. 88°28'59" E., ALONG SAID NORTH LINE, A DISTANCE OF 1322.66 FEET TO THE POINT-OF-BEGINNING

CONTAINING 3,205,603 SQ FT (73.59 ACRES) MORE OR LESS.

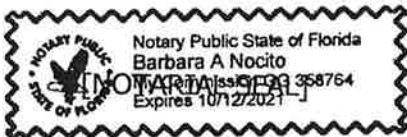
SELLERS




Frank Edward Warren, Jr., as Successor Co-Trustee
of the C.B. Davis Family Trust dated April 14, 1978

STATE OF Florida)
COUNTY OF Martin) SS.:

The foregoing instrument was acknowledged before me **by means of ☒ physical presence**
or ☐ online notarization, this 24th day of JUNE, 2021, by Frank Edward
Warren, Jr., as Successor Co-Trustee of the C.B. Davis Family Trust dated April 14, 1978 on behalf
of the trust. He ☒ is personally known to me or ☐ has produced
_____ (type of identification) as identification.





Notary Public
Print Name: BARBARA A. Nocito
My Commission Expires: 10/12/2021

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Exhibit "B"

LIMITED AGENCY AUTHORIZATION

THE STATE OF _____ §
COUNTY OF _____ §

KNOW ALL PERSONS
BY THESE PRESENTS:

The undersigned, as the owners of real property located in Brevard County, Florida, as described on Exhibit "A" attached hereto and a part hereof for all purposes (the "**Property**"), do hereby make, constitute, and appoint **SURREY HOMES LLC**, a Florida limited liability company ("**Buyer**"), as the undersigned's true and lawful attorney, to act for and in the name, place and stead of the undersigned to execute and deliver in the name of and on behalf of the undersigned in connection with the development of the Property as a subdivision, including applications, plans, plats, permits, declarations (of covenants, conditions and restrictions), easements, requests, utility commitments and agreements, any amendments thereto, and similar development approvals and agreements relating to the Property and any amendments thereto that are required to be executed by the undersigned as fee simple owners of the Property and are compliant with the provisions of the Agreement for Sale and Purchase dated May 14, 2021, between the undersigned and Buyer.


This s limited agency authorization is irrevocable until, and shall automatically expire upon, the acquisition of all of the Property by Buyer.

The undersigned agree and represent to those dealing with Buyer that Buyer is the undersigned's true and lawful agent. The undersigned does hereby ratify and confirm whatsoever said attorney shall or may do by virtue of this limited agency authorization.

This instrument may be executed in any number of counterparts, including facsimile, Adobe Sign and electronic mail signatures, each of which will be deemed an original and all of which, taken together, will constitute one instrument. The parties may execute different counterparts of this instrument, and, if they do so, the signature pages from the different counterparts may be combined to provide one integrated document.

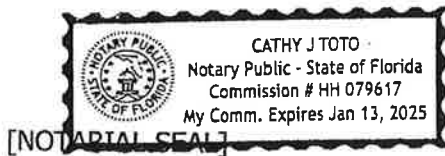
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SELLERS


John L. Jackson, Jr., as Trustee of The Jackson
Family Trust Agreement dated September 11, 2009

STATE OF FLORIDA)
) SS.:
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me **by means of ☒ physical presence or ☐ online notarization**, this 28th day of JUNE, 2021, by John L. Jackson, Jr., as Trustee of The Jackson Family Trust Agreement dated September 11, 2009 on behalf of the trust. He ☒ is personally known to me or ☐ has produced _____ (type of identification) as identification.




Notary Public
Print Name: CATHY J TOTO
My Commission Expires: _____

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SELLERS

Debra Lynne Davis

Debra Lynne Davis as Successor Co-Trustee of the C.B. Davis Family Trust dated April 14, 1978

STATE OF Georgia)
COUNTY OF Pickens) SS.:

The foregoing instrument was acknowledged before me **by means of ☒ physical presence** or ☐ **online notarization**, this 24 day of June, 2021, Debra Lynne Davis as Successor Co-Trustee of the C.B. Davis Family Trust dated April 14, 1978 on behalf of the trust. She ☒ is personally known to me or ☐ has produced _____ (type of identification) as identification.



Martha Stephens
Notary Public
Print Name: Martha Stephens
My Commission Expires: 8/23/2024

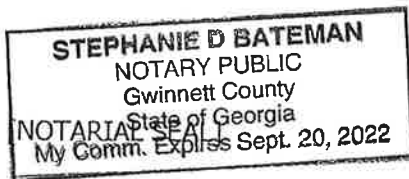
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SELLERS

Fred Benjamin Stroud, III
Fred Benjamin Stroud, III, as Successor Co-Trustee
of the C.B. Davis Family Trust dated April 14, 1978

STATE OF Georgia)
) SS.:
COUNTY OF Gwinnett)

The foregoing instrument was acknowledged before me by means of [x] physical presence
or [] online notarization, this ____ day of June, 2021, by Fred Benjamin
Stroud, III, as Successor Co-Trustee of the C.B. Davis Family Trust dated April 14, 1978 on behalf
of the trust. He [] is personally known to me or [X] has produced
GA Drivers License (type of identification) as identification.



Stephanie D Bateman
Notary Public
Print Name: Stephanie D Bateman
My Commission Expires: Sept 20, 2022

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Exhibit "A"
Legal Description

The land referred to herein below is situated in the County of BREVARD, State of Florida, and described as follows:

The Northeast 1/4 of the Northwest 1/4 AND the West 3/4 of the Southeast 1/4 of the Northwest 1/4, except road right of way, Section 13, Township 21 South, Range 34 East, Brevard County, Florida;

AND

The West 1/2 of the Southwest 1/4 of the Northeast 1/4 AND the East 1/4 of the Southeast 1/4 of the Northwest 1/4, except the East 550 feet of the West 1/2 of the Southwest 1/4 of the Northeast 1/4, except SR 46 right of way, Section 13, Township 21 South, Range 34 East, Brevard County, Florida;

AND

The East 550 feet of the West 1/2 of the Southwest 1/4 of the Northeast 1/4, Section 13, Township 21 South, Range 34 East, Brevard County, Florida, except I-95 right of way and SR 46 right of way;

LESS AND EXCEPT that portion thereof set forth in Warranty Deed recorded in Official Records Book 814, Page 835, Public Records of Brevard County, Florida, more particularly described as follows:

Begin at a point on the North right of way of State Road No. 46 as now exists, 60.0 feet North of the Southeast corner of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 13, Township 21 South, Range 34 East, Brevard County, Florida, said point being on the West line of Lot 1, Block 1, of Spruce Hills Subdivision as recorded in Plat Book 11, Page 45; from the Point of Beginning run with the said West line of Lot 1, North 0 degrees 58 minutes 21 seconds West 200.0 feet to a concrete monument; thence run South 88 degrees 31 minutes 22 seconds West and parallel to the North right of way line of said State Road 200.0 feet to a concrete monument; thence run South 0 degrees 58 minutes 21 seconds East and parallel to the West line of said Lot 1, 200.0 feet to a concrete monument set on the said North right of way line of said State Road; thence North 88 degrees 31 minutes 22 seconds East along said North right of way line of said State Road, 200.0 feet to the Point of Beginning.

LESS AND EXCEPT:

From a 1/2 inch iron bar and cap stamped "LB4595" at the Northwest corner of the Northeast 1/4 of Section 13, Township 21 South, Range 34 East, Brevard County, Florida as shown on the Florida Department of Transportation Right of Way Map for State Road 9 (Interstate 95), F.P.No.

406869 3 on file at the Florida Department of Transportation District Five Office, Surveying and Mapping Section, Deland, Florida, run North 88 degrees 28 minutes 05 seconds East 173.55 feet along the North boundary of said Northeast 1/4 to a point on the existing Westerly limited access right of way line of said State Road 9 (Interstate 95), said point being South 88 degrees 28 minutes 05 seconds West 158.12 feet from a 5/8 inch iron bar and cap stamped "FDOT JWG LB 1" at centerline of survey of State Road 9 station 3394+70.15 as shown on said Right of Way Map; thence South 19 degrees 58 minutes 09 seconds East 1,285.55 feet along said existing Westerly limited access right of way line to a 5/8 inch iron bar and cap stamped "FDOT JWG LB 1"; thence South 19 degrees 57 minutes 20 seconds East 112.97 feet along said existing Westerly limited access right of way line to a point on the North boundary of the West 1/2 of the Southwest 1/4 of the aforesaid Northeast 1/4; thence continue South 19 degrees 57 minutes 20 seconds East 100.06 feet along said existing Westerly limited access right of way line to a point on the East boundary of said West 1/2 of the Southwest 1/4 of the Northeast 1/4; thence departing said existing Westerly limited access right of way line, South 00 degrees 58 minutes 27 seconds East 275.37 feet along said East boundary to a point; thence departing said East boundary, South 75 degrees 32 minutes 08 seconds West 9.73 feet for the Point of Beginning, said point being 249.25 feet left of, when measured perpendicular to, centerline of survey of State Road 9 (Interstate 95) station 3377+62.08 as shown on the aforesaid Right of Way Map; thence South 03 degrees 47 minutes 04 seconds West 208.69 feet to a point being 333.27 feet left of, when measured perpendicular to, centerline of survey of State Road 9 (Interstate 95) station 3375+71.04 as shown on said Right of Way Map; thence North 58 degrees 03 minutes 38 seconds West 586.21 feet to a point; thence South 88 degrees 23 minutes 30 seconds West 426.05 feet to a point; thence North 02 degrees 10 minutes 35 seconds West 184.01 feet to a point; thence North 88 degrees 23 minutes 30 seconds East 483.34 feet to a point; thence South 58 degrees 03 minutes 38 seconds East 543.20 feet to the Point of Beginning.

ALSO LESS AND EXCEPT

Those certain lands conveyed in Official Records Book 8559, Page 456, Public Records of Brevard County, Florida.

AND TOGETHER WITH:

The Southwest 1/4 of the Southwest 1/4, Section 12, Township 21 South, Range 34 East, Brevard County, Florida;

H:\SURREY HOMES P-F JACKSON AND DAVIS FAMILY TRUSTS #27173\CONTRACT\LIMITED AGENCY AUTHORIZATION.DOCX

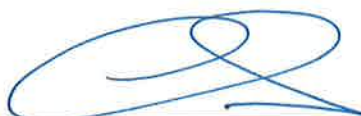
AFFIDAVIT OF NO MORTGAGE

Christian Mears Swann, President, Manager, of Surrey Homes, LLC, after being duly sworn, deposes and says:

1. I am the owner of the real property as more particularly described in Exhibit "A" attached hereto
2. There are no mortgages on the Property

Dated May 3,, 2022.

By: _____


Christian Mears Swann, President,
Manager, Surrey Homes, LLC
Under Limited Agency Authorization
Dated June 24 and 28, 2021 by
The Jackson Family Trust and
C.B. Davis Family Trust

STATE OF FLORIDA

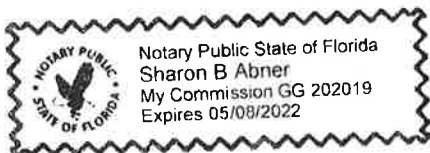
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 3rd day of May, 2022, by Christian Mears Swann, President, Manager, of Surrey Homes, LLC, who is personally known to me or who has produced as identification

My commission expires

SEAL

Commission No.:





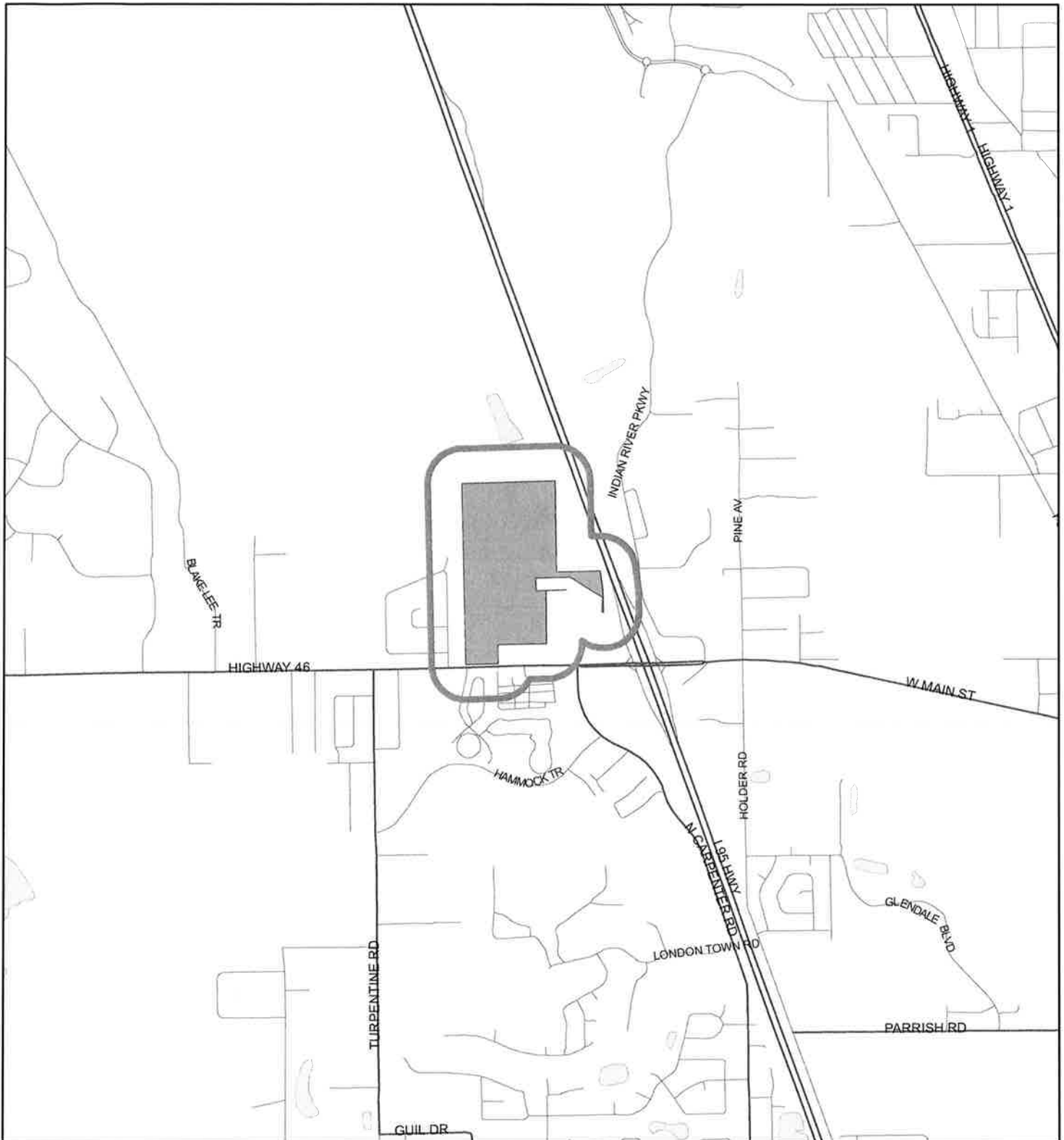
Notary Public

SHARON B. ABNER

(Name typed, printed or stamped)

LOCATION MAP

JACKSON FAMILY TRUST; AND C.B. DAVIS FAMILY TRUST
21Z00043



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

Buffer Distance: 500 feet

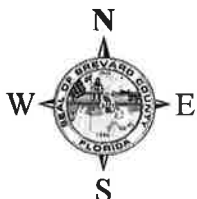
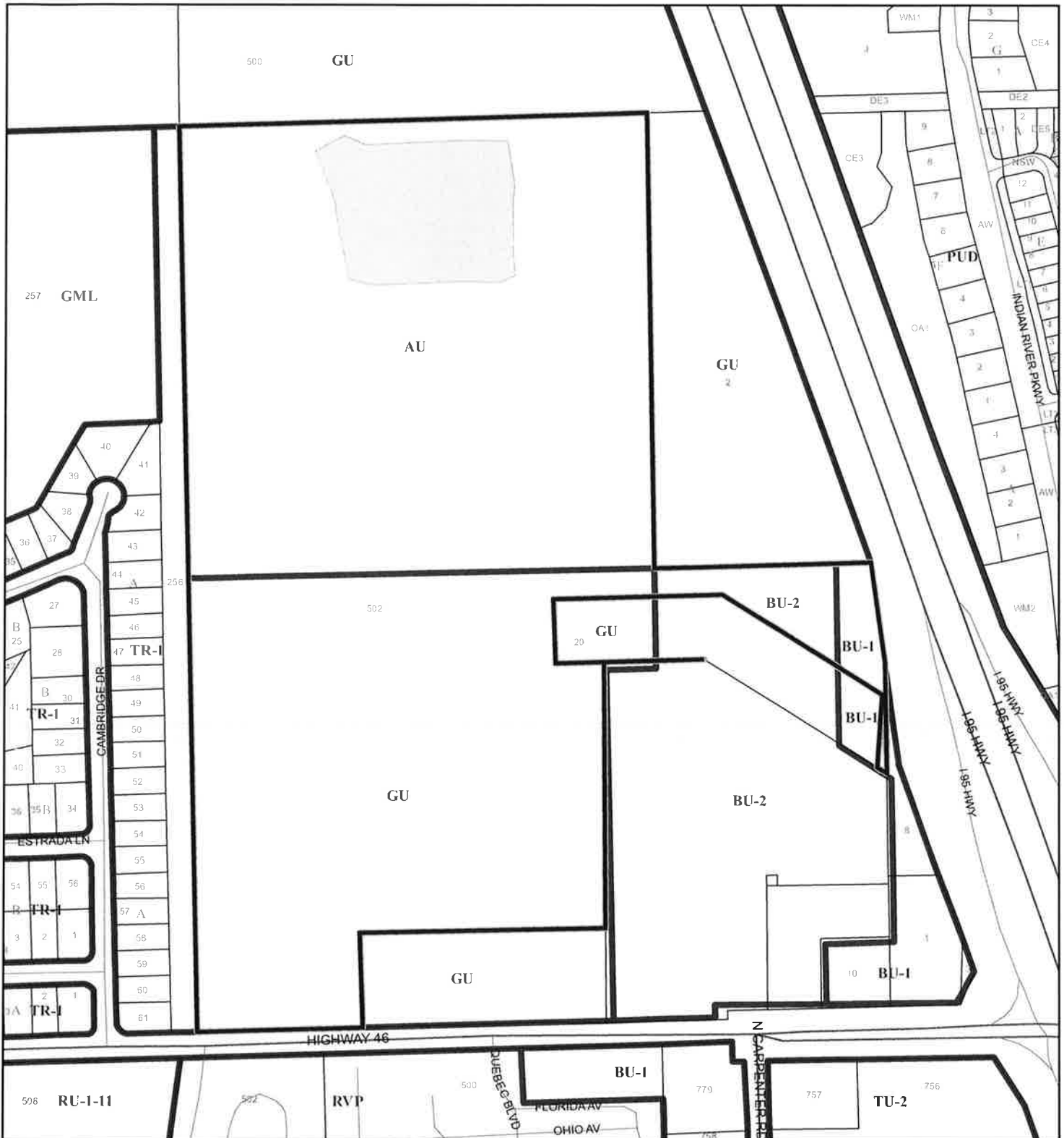
This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 12/9/2021

Buffer
Subject Property

ZONING MAP

JACKSON FAMILY TRUST; AND C.B. DAVIS FAMILY TRUST
21Z00043



1:4,800 or 1 inch = 400 feet

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 BoCC - GIS Date: 12/9/2021

- Subject Property
- Parcels
- Zoning

5. **(21PZ00081) JACKSON FAMILY TRUST; AND C.B. DAVIS FAMILY TRUST** (Kim Rezanka) requests a Small Scale Comprehensive Plan Amendment (21S.08) to change the Future Land Use designation from NC (Neighborhood Commercial) to CC (Community Commercial). The property is 4 acres, located on the north side of S.R. 46, approx. 0.25 mile west of I-95. (No assigned address. In the Mims area.) (Tax Account 2100183) (District 1)

LPA Recommendation: Filiberto/Moia - Approved. The vote was unanimous.

BCC Action: Pritchett/Lober - **Approved as recommended, and adopted Ordinance 22-06. The vote was unanimous.**

6. **(21Z00044) JACKSON FAMILY TRUST; AND C.B. DAVIS FAMILY TRUST** (Kim Rezanka) requests a change of zoning classification from GU (General Use) to BU-1 (General Retail Commercial). The property is 4 acres, located on the north side of S.R. 46, approx. 0.25 mile west of I-95. (No assigned address. In the Mims area.) (Tax Account 2100183) (District 1)

P&Z Recommendation: Moia/Sullivan - Approved. The vote was unanimous.

BCC ACTION: Pritchett/Smith - **Approved as recommended. The vote was unanimous.**

7. **(21PZ00089) JACKSON FAMILY TRUST; AND C.B. DAVIS FAMILY TRUST** (Kim Rezanka) requests a Small Scale Comprehensive Plan Amendment (21S.10) to change the Future Land Use designation from RES 2 (Residential 2) to RES 4 (Residential 4). The property is 49.72 +/- acres, located on the north side of S.R. 46, approx. .25 mile west of I-95. (No assigned address. In the Mims area.) (Tax Account 2100183) (District 1)

LPA Recommendation: Moia/Sullivan - Approved. The vote was unanimous.

BCC ACTION: Pritchett/Smith - **Approved as recommended, and adopted Ordinance 22-07. The vote was unanimous.**

8. **(21Z00043) JACKSON FAMILY TRUST; AND C.B. DAVIS FAMILY TRUST** (Kim Rezanka) request a change of zoning classification from AU (Agricultural Residential), GU (General Use), BU-1 (General Retail Commercial), and BU-2 (Retail, Warehousing, and Wholesale Commercial), to RU-1-7 (Single-Family Residential) with a BDP (Binding Development Plan). The property is 73.59 +/- acres, located on the north side of S.R. 46, approx. 0.25 mile west of I-95. (No assigned address. In the Mims area.) (Tax Account 2100183) (District 1)

P&Z Recommendation: Moia/Hopengarten - Approved. The vote was unanimous.

BCC ACTION: Pritchett/Smith - **Approved as recommended, with a BDP limiting density to 199 units, and limiting ingress and egress to S.R. 46. The vote was unanimous. The BDP will be scheduled as a Consent Item on a subsequent County Commission agenda, per Policy BCC-52. Resolution to be completed upon receipt of recorded BDP.**

9. **(21PZ00090) JOHN LOUIS FREEMAN** (Pamela McCarty) requests removal of a BDP (Binding Development Plan), in an RU-2-12 (Medium Density Multi-Family Residential) zoning classification. The property is 0.19 acres, located on the southwest corner of S. Orlando Ave. and Summer Street. (2031 S. Orlando Ave., Cocoa Beach) (Tax Account 2520101) (District 2)

PLANNING AND ZONING BOARD RECOMMENDATIONS

- Item H.1. Brad A. Lange. Lober/Tobia. Approved changing zoning classification from BU-1 and RU-2-30 to RU-2-4 as recommended. (21Z00047).
- Item H.2. Sunil Rajan, Sudhir Rajan, and Suresh Rajan. Lober/Tobia. **Adopted Ordinance No. 22-05, setting forth Small Scale Comprehensive Plan Amendment 21S.09, changing the Future Land Use designation from NC to CC, with approval of a Binding Development Plan for any shared driveway use requires the Diocese of Orlando's permission.** (21PZ00082).
- Item H.3. Robert Griffith. Pritchett/Lober. Approved changing zoning classification from RRMH-1 to TR-1 as recommended. (21P00035).
- Item H.4. Scott Minnick. Pritchett/Lober. Approved changing zoning classification from AU to RR-1. (21Z00025).
- Item H.5. Lance C. Boncek. Pritchett/Tobia. Approved changing zoning classification from GU to AU. (21Z00046).
- Item H.6. Jackson Family Trust; and C.B. Davis Family Trust. Pritchett/Lober. Adopted Ordinance No. 22-06, approving a Small Scale Comprehensive Plan Amendment (21S.08) to change the Future Land Use designation from NC to CC, as recommended. (21PZ00081).
- Item H.7. Jackson Family Trust; and C.B. Davis Family Trust. Pritchett/Smith. Approved changing zoning classification from GU to BU-1. (21Z00044).
- Item H.8. Jackson Family Trust; and C.B. Davis Family Trust. Pritchett/Smith. Adopted Ordinance No. 22-07, approving a Small Scale Comprehensive Plan Amendment (21S.10) to change the Future Land Use designation from RES 2 to RES 4. (21PZ00089).
- Item H.9.** Jackson Family Trust; and C.B. Davis Family Trust. Pritchett/Smith. Approved changing zoning classification from AU, GU, BU-1, and BU-2 to RU-1-7, with a Binding Development Plan. (21Z00043).
- Item H.10. John Louis Freeman. Lober/Pritchett. Approved the removal of an existing Binding Development Plan in an RU-2-12 zoning classification; and approved the addition of a new Binding Development Plan to remove condition two, and limited to two units. (21PZ00090).
- Item H.11. Michael R. and Malena C. Stewart. Lober/Smith. Approved the removal of an existing Binding Development Plan in an RU-2-12 zoning classification; and approved the addition of a new Binding Development Plan to remove condition two, and limited to two units. (21PZ00091).

DOC # 20180095378
02/15/2018 15:27 PM Page 1 of 14
Rec Fee: \$120.50
Deed Doc Tax: \$0.00
Mortgage Doc Tax: \$0.00
Intangible Tax: \$0.00
Phil Diamond, Comptroller
Orange County, FL
Ret To: SIMPLIFILE LC

Prepared by and after recording
return to:
Karen M. Brown, Esq.
Swann Hadley Stump Dietrich & Spears, P.A.
200 E. New England Avenue, Suite 300
Winter Park, FL 32789

AFFIDAVIT REGARDING SURREY HOMES, LLC

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, this day personally appeared Richard R. Swann, who being first duly sworn, deposes and says:

1. I am a Manager of Surrey Homes, LLC, a Florida limited liability company.
2. Attached hereto as Exhibit "A" is a Consent of Managers of Surrey Homes, LLC (the "Consent").
3. The Consent is being recorded for the purposes of (i) revoking the authority of Scott J. South to bind the company, (ii) clarifying and affirming the authorizations of Christian M. Swann, the President, or Amanda Carns Hackett, Executive Vice President, to singularly bind the Company; and (iii) eliminating any title issues.

Dated this 15th day of February, 2018


Richard R. Swann

STATE OF FLORIDA
COUNTY OF ORANGE

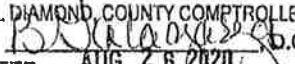
The foregoing instrument was subscribed, sworn to and acknowledged before me this 15th day of February, 2018 by Richard R. Swann, who is personally known to me and did take an oath.



SHARON B. ABNER
MY COMMISSION # FF 102662
EXPIRES: May 8, 2018
Bonded Thru Budgetary Services


Notary Public
Printed Name: SHARON B. ABNER
My Commission Expires:

#1092497-V3

State of FLORIDA, County of ORANGE
I hereby certify that this is a true copy of
the document as reflected in the Official Records
PHIL DIAMOND, COUNTY COMPTROLLER
BY: 
DATED: AUG 28 2020



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SURREY HOMES, LLC
CONSENT OF MANAGERS

RECITALS

1. Under the terms of the (i) Articles of Organization for Surrey Homes, LLC, a Florida limited liability company ("Company") that were filed on May 9, 2008, a copy of which is attached hereto as **Exhibit "A"**; and (ii) Paragraph 7.3 of the Company's operating agreement ("Operating Agreement"), a copy of said paragraph is attached hereto as **Exhibit "B,"** the Company is a manager managed company.
2. Paragraph 8.9 (e) of the Operating Agreement provides that two thirds (2/3rds) of the Managers must approve the sale, assignment, transfer, encumbrance, or other disposition of all or any portion of any material asset or material property of the Company.
3. The undersigned represent 2/3rds or more of the Managers of the Company.
4. Scott J. South has resigned as the President of the Company.
5. Christian M. Swann is the newly-appointed President of Company.
6. Amanda Carns Hackett is the newly appointed Executive Vice President of Company.

The duly elected, qualified, and acting Managers of Company do hereby affirmatively vote for, consent to, adopt, and approve the following resolutions by written consent:

BE IT RESOLVED, that the recitals set forth above are material components to these resolutions and are incorporated herein by this reference.

BE IT FURTHER RESOLVED, that the authority previously granted to Scott J. South to bind the Company, in his capacity as the President of the Company, is hereby withdrawn and revoked.

BE IT FURTHER RESOLVED, that the Managers hereby ratify, approve and make binding on the Company all acts of Christian M. Swann, the President or Amanda Carns Hackett, the Executive Vice President that relate to the purchase, sale, conveyance and mortgaging of real property owned or acquired by the Company, including but not limited to, negotiation of agreements and contracts, execution of deeds; affidavits; closing statements; notices of commencement; contracts; agreements; notices of termination; indemnities; notes; mortgages; note, mortgage modification and spreader agreements; and any document required by a title underwriter.

EXHIBIT "A"

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BE IT FURTHER RESOLVED, that either: (i) Christian M. Swann, the President; *or* (ii) Amanda Carns Hackett, the Executive Vice President are hereby singularly authorized to perform all acts and execute all documents that relate to the purchase, sale, conveyance and mortgaging of real property owned or acquired by the Company, including but not limited to, negotiation of agreements and contracts, execution of deeds; affidavits; closing statements; notices of commencement; contracts; agreements; notices of termination; indemnities; notes; mortgages; note, mortgage modification and spreader agreements; and any document required by a title underwriter.

BE IT FURTHER RESOLVED, that this Consent, or any recorded certified copy thereof, may be recorded in any County in the State of Florida, for the purpose of clearing up any title question regarding the authority of Christian M. Swann or Amanda Carns Hackett to act singularly on behalf of and bind the Company and to clarify that it was always the intent Christian M. Swann or Amanda Carns Hackett singularly had and continue to have authority to bind the company.

BE IT FURTHER RESOLVED, that this consent may be executed in any number of counterparts, including facsimile and electronic mail signatures, each of which will be deemed an original and all of which, taken together, will constitute one instrument. The parties may execute different counterparts of this consent, and, if they do so, the signature pages from the different counterparts may be combined to provide one integrated document.

Signature Pages To Follow

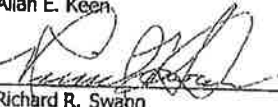
20180095378 Page 4 of 14

IN WITNESS WHEREOF, this consent has been executed by each Manager set forth below.

MANAGERS:


Christian M. Swann

Ralph V. Hadley

Allan E. Keen

Richard R. Swann

Amanda Carns Hackett


Charles E. Carns

Charles H. Lydecker

Campbell Swann

Joseph Swedish

#1092497-43

20180095378 Page 5 of 14

IN WITNESS WHEREOF, this consent has been executed by each Manager set forth below.

MANAGERS:

Christian M. Swann

Ralph V. Hadley


Allan E. Keen

Amanda Carns Hackett

Richard R. Swann

Charles H. Lydecker

Charles E. Carns

Campbell Swann

Joseph Swedish

#1092497-v3

20180095378 Page 6 of 14

IN WITNESS WHEREOF, this consent has been executed by each Manager set forth below.

MANAGERS:

Christian M. Swann

Ralph V. Hadley

Allan E. Keen

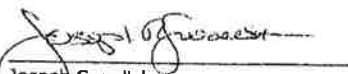
Amanda Carns Hackett

Richard R. Swann

Charles H. Lydecker

Charles E. Carns

Campbell Swann



Joseph Swedish


#1092497-v3

20180095378 Page 7 of 14

IN WITNESS WHEREOF, this consent has been executed by each Manager set forth below.

MANAGERS:

Christian M. Swann



Ralph V. Hadley

Allan E. Keen

Amanda Carns Hackett

Richard R. Swann

Charles H. Lydecker

Charles E. Carns

Campbell Swann

Joseph Swedish

#1092497-v3

20180095378 Page 8 of 14

IN WITNESS WHEREOF, this consent has been executed by each Manager set forth below.

MANAGERS:

Christian M. Swann

Ralph V. Hadley

Allan E. Keen

Amanda Carns Hackett
Amanda Carns Hackett

Richard R. Swann

Charles H. Lydecker

Charles E. Carns

Campbell Swann

Joseph Swedish

20180095378 Page 9 of 14

IN WITNESS WHEREOF, this consent has been executed by each Manager set forth below.

MANAGERS:

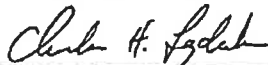
Christian M. Swann

Ralph V. Hadley

Allan E. Keen

Amanda Carns Hackett

Richard R. Swann


Charles H. Lydecker

Charles E. Carns

Campbell Swann

Joseph Swedish

#1092497-v3

20180095378 Page 10 of 14

IN WITNESS WHEREOF, this consent has been executed by each Manager set forth below.

MANAGERS:

Christian M. Swann

Ralph V. Hadley

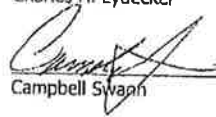
Allan E. Keen

Amanda Carns Hackett

Richard R. Swann

Charles H. Lydecker

Charles E. Carns


Campbell Swann

Joseph Swedish

#1092497-v3

20180095378 Page 11 of 14

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Division of Corporations

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Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

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Fax Number : (850) 617-6303

From: Account Name : BARNETT, BOLT, KIRKWOOD, LONG & MCBRIDE
Account Number : 072731001155
Phone : (813) 253-2020
Fax Number : (813) 251-6711

FILED
DIVISION OF STATE
CORPORATIONS
08 MAY - 9 AM 8:11

FLORIDA/FOREIGN LIMITED LIABILITY CO.

Surrey Homes, LLC

RECEIVED
08 MAY - 9 PM 1:29
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Certificate of Status	1
Certified Copy	0
Page Count	02
Estimated Charge	\$130.00

J. BRYAN

MAY 12 2008

EXAMINER

Electronic Filing Menu Corporate Filing Menu Help

Exhibit "A"

1 of 1

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0002

ARTICLES OF ORGANIZATION OF SURREY HOMES, LLC

The undersigned hereby organize a limited liability company under the provisions of the Florida Limited Liability Company Act, and pursuant to the following Articles of Organization:

ARTICLE 1 Name

The name of this limited liability company is:

Surrey Homes, LLC

(hereafter, the "Company").

ARTICLE 2 Effective Date

The Company shall have perpetual existence, commencing on the date that these Articles of Organization are filed with the Florida Department of State.

ARTICLE 3 Mailing Address and Principal Office

The address of the principal office and the mailing address of the Company is 1031 W. Morse Boulevard, Suite 350, Winter Park, Florida 32789.

ARTICLE 4 Initial Registered Office and Agent

The street address of the initial registered office of the Company is 601 Bayshore Boulevard, Suite 700, Tampa, Florida 33606, and the name of the initial registered agent of the Company at that address is Craig E. Behrensfield.

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DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
08 MAY - 9 AM 11:11

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20180095378 Page 13 of 14

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ARTICLE 5
Management of the Company

The Company is to be managed by one or more managers and is, therefore, a manager-managed company.

IN WITNESS WHEREOF, the undersigned authorized representative of the members has executed these Articles of Organization this 9th day of May, 2008, and the undersigned registered agent acknowledges that he is familiar with, and accepts, the obligations of his position as registered agent of the Company as provided for in Chapter 608 of the Florida Statutes.

Craig E. Behrman
CRAIG E. BEHRMAN, Authorized
Representative and Registered Agent

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CORPORATIONS
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20180095378 Page 14 of 14

individual to serve as a Manager of the Company. The Managers shall designate 1 of the Managers to serve as the Chairman of the Managers; provided, however, that the initial chairman shall be selected by American Land Development U.S., Inc. Each Manager shall serve at the pleasure of the Member who appointed such Manager; and a Manager may be removed by the Member who appointed such Manager at any time, with or without cause. A Manager shall serve until his or her successor is duly appointed, or until his or her earlier resignation, removal or death. Upon the resignation, removal or death of a Manager, the Member who appointed such Manager shall appoint the Manager's successor. A Manager need not be a Member.

7.2 Compensation of Managers. The Managers shall devote whatever time and effort may be necessary or appropriate to the business and affairs of the Company. The Managers shall not receive any salary, fee, or other compensation for services rendered to or on behalf of the Company; provided, however, that the Company shall promptly reimburse the Managers for any and all costs and expenses reasonably incurred by the Managers in connection with the business of the Company.

7.3 Power and Authority of Managers. The Managers shall have the sole and exclusive right to manage the business and affairs of the Company, and all powers of the Company shall be exercised by or under the authority of the Managers; provided, however, that the day-to-day business operations of the Company shall be conducted by the officers of the Company, subject to the direction and control of the Managers, as set forth in Section 8. No other person shall have the right or authority to act for or bind the Company except as permitted under this Agreement or as required by law. Any person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by a majority of the Managers as to (a) the identity of the Members; (b) the existence of any facts which constitute a condition precedent to acts by the Managers or which are in any other manner germane to the affairs of the Company; (c) the persons who are authorized to execute and deliver any document or instrument of or on behalf of the Company; or (d) any act or failure to act by the Company or any other matter whatsoever involving the Company or the Member.

7.4 Meetings of Managers

- (a) Place of Meetings. All meetings of the Managers of the Company shall be held at the principal office of the Company, or at such other place, other within or without the State of Florida, as from time to time may be determined by a majority of the Managers and specified in the notice of such meeting.
- (b) Annual Meeting. The annual meeting of the Managers of the Company shall be held within ninety (90) days after the close of each fiscal year of the Company.

Operating Agreement of
Bovvy Homes, LLC

Exhibit "B"