

F. Consent Agenda - Planning and Development
ITEM 5.



AGENDA REPORT
May 21, 2019

**Acceptance, Re: Binding Development Plan - Happy Landings Homes, Inc.
(18PZ00088) (District 4)**

SUBJECT:

Acceptance, Re: Binding Development Plan - Happy Landings Homes, Inc. (18PZ00088)
(District 4)

FISCAL IMPACT:

DEPT/OFFICE:

Planning and Development

REQUESTED ACTION:

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

SUMMARY EXPLANATION and BACKGROUND:

On February 7, 2019, the Board approved an amendment to an existing BDP (Binding Development Plan) for Happy Landings Homes, Inc., in an IN(H) (Institutional Use, High-Intensity) zoning classification. The existing BDP, recorded in OR BK 6082, Page 71, limited the use of the property to a 'dormitory for women and children'. Conversely, the amended BDP limits the use of the property development to 'residential detox, treatment and recovery center' subject to numerous terms and conditions. Please refer to the attached BDP.

Pursuant to Section 62-1157, a BDP 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. The BDP shall be recorded in the public records within 120 days of the Board's approval.

In accordance with Policy BCC-52, staff reviewed the amended BDP and determined it meets the conditions agreed upon by the applicant and the Board. Therefore, the BDP is being presented to the Board in recordable form as a Consent Agenda Item in order to finalize the zoning action. If the Board removes the BDP from the consent agenda for discussion, the discussion shall not constitute a reopening of the public hearing. The discussion shall be for the purpose of assuring the content of the BDP meets the intent of the previous Board action.

ATTACHMENTS:

Description

- **BDP Package**



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

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

May 22, 2019

MEMORANDUM

TO: Tad Calkins, Planning and Development Director Attn: Jennifer Jones

RE: Item F.5., Acceptance of Binding Development Plan for Happy Landings Homes, Inc.
(18PZ00088)

The Board of County Commissioners, in regular session on May 21, 2019, accepted Binding Development Plan (BDP) Agreement with Happy Landings Homes, Inc., and the applicant's Attorney asked that the BDP not be recorded.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

cc: County Attorney
Assistant County Attorney Brewer

Tammy Rowe

From: Jones, Jennifer <jennifer.jones@brevardfl.gov>
Sent: Wednesday, May 22, 2019 4:40 PM
To: Tammy Rowe
Subject: FW: Happy Landings Check

She forgot to copy you.

From: Julie S. Hochard [mailto:Julie@uslegalteam.com]
Sent: Wednesday, May 22, 2019 4:37 PM
To: Jones, Jennifer
Subject: RE: Happy Landings Check

Hi Jennifer,

Can you just hold on to both the BDP and check for now? Scott has spoken with Ms. Bentley and is awaiting an answer from her.

Thank you,
Julie



Julie S. Hochard, Legal Assistant to Scott L. Knox
1990 W. New Haven Ave.
Second Floor
Melbourne, Florida 32904
(321) 255-2332
(321) 255-2351 fax



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From: Jones, Jennifer <jennifer.jones@brevardfl.gov>
Sent: Wednesday, May 22, 2019 4:22 PM
To: Scott Knox <sknox@uslegalteam.com>; Julie S. Hochard <Julie@uslegalteam.com>

Cc: Tammy Rowe (Tammy.Rowe@brevardclerk.us) <Tammy.Rowe@brevardclerk.us>

Subject: RE: Happy Landings Check

Scott,

Do you want the Clerk to the Board to mail you back the check for recording?

Jennifer

From: Scott Knox [<mailto:sknox@uslegalteam.com>]

Sent: Wednesday, May 22, 2019 12:40 PM

To: Jones, Jennifer

Subject: Re: Happy Landings Check

Jennifer please pull the recording of the Happy Landings BDP per my clients instructions. I will send a more detailed email when I receive written confirmation from the client.

Scott Knox

Sent from my iPhone



Scott Knox, Attorney at Law
1990 W. New Haven Ave.
Second Floor
Melbourne, Florida 32904
(321) 255-2332
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On May 10, 2019, at 2:59 PM, Jones, Jennifer <jennifer.jones@brevardfl.gov> wrote:

Yes, I will be here.

From: Scott Knox [<mailto:sknox@uslegalteam.com>]

Sent: Friday, May 10, 2019 2:58 PM

To: Jones, Jennifer
Subject: Happy Landings Check

Jennifer:

Are you going to be in the office for the next hour or so? If so, I would like to drop off the \$95 check.

Thanks,

Scott L. Knox, Esq.
Widerman Malek PL
1900 W. New Haven Ave.
Melbourne, FL 32904
Tel: 321-255-2332
FAX: 321-255-2351

<image001.jpg>
Scott Knox, Attorney at Law
1990 W. New Haven Ave.
Second Floor
Melbourne, Florida 32904
(321) 255-2332
(321) 255-2351 fax
<image002.jpg>

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Donna Scott

From: Jones, Jennifer <jennifer.jones@brevardfl.gov>
Sent: Wednesday, May 22, 2019 12:55 PM
To: Donna Scott
Subject: FW: JOURNEY PURE BDP

Importance: High

This is the first email I got from Julie.

From: Julie S. Hochard [mailto:Julie@uslegalteam.com]
Sent: Wednesday, May 22, 2019 12:35 PM
To: Jones, Jennifer
Subject: RE: JOURNEY PURE BDP
Importance: High

Jennifer,

Can you please pull that BDP from being recorded? The funding may not go through with this project now and they do NOT want it recorded.

Thank you,
Julie



Julie S. Hochard, Legal Assistant to Scott L. Knox
1990 W. New Haven Ave.
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Melbourne, Florida 32904
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From: Jones, Jennifer <jennifer.jones@brevardfl.gov>
Sent: Wednesday, May 22, 2019 11:32 AM
To: Julie S. Hochard <Julie@uslegalteam.com>
Subject: RE: JOURNEY PURE BDP

Here you go.

From: Julie S. Hochard [<mailto:Julie@uslegalteam.com>]
Sent: Wednesday, May 22, 2019 11:31 AM
To: Jones, Jennifer
Subject: RE: JOURNEY PURE BDP

If you could send me the executed copy that you have now, and then the recorded copy next week, that would be appreciated.

Julie



Julie S. Hochard, Legal Assistant to Scott L. Knox
1990 W. New Haven Ave.
Second Floor
Melbourne, Florida 32904
(321) 255-2332
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From: Jones, Jennifer <jennifer.jones@brevardfl.gov>
Sent: Wednesday, May 22, 2019 10:51 AM
To: Julie S. Hochard <Julie@uslegalteam.com>
Subject: RE: JOURNEY PURE BDP

Julie,

Do you mean the recorded BDP? I will not have that from the Clerk's Office until next week.

Jennifer

From: Julie S. Hochard [<mailto:Julie@uslegalteam.com>]
Sent: Wednesday, May 22, 2019 9:28 AM
To: Jones, Jennifer
Subject: JOURNEY PURE BDP

Good morning,

At your earliest convenience, please forward to me a copy of the executed BDP on Journey Pure/Ronsisvalle.

Thank you,
Julie



Julie S. Hochard, Legal Assistant to Scott L. Knox
1990 W. New Haven Ave.
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Donna Scott

From: Jones, Jennifer <jennifer.jones@brevardfl.gov>
Sent: Wednesday, May 22, 2019 12:55 PM
To: Donna Scott
Subject: FW: Happy Landings Check

This is Scott's email.

Julie's email says the funding "may" not go through. I'm not sure what that means exactly.

From: Scott Knox [<mailto:sknox@uslegalteam.com>]
Sent: Wednesday, May 22, 2019 12:40 PM
To: Jones, Jennifer
Subject: Re: Happy Landings Check

Jennifer please pull the recording of the Happy Landings BDP per my clients instructions. I will send a more detailed email when I receive written confirmation from the client.

Scott Knox

Sent from my iPhone



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Sent: Friday, May 10, 2019 2:58 PM
To: Jones, Jennifer
Subject: Happy Landings Check

Jennifer:

Are you going to be in the office for the next hour or so? If so, I would like to drop off the \$95 check.

Thanks,

Scott L. Knox, Esq.
Wideman Malek PL
1900 W. New Haven Ave.
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Tel: 321-255-2332
FAX: 321-255-2351

<image001.jpg>
Scott Knox, Attorney at Law
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Prepared by: Scott L. Knox, Esq.
Address: 1990 W. New Haven Ave
Melbourne, FL 32904

BINDING DEVELOPMENT PLAN

THIS AGREEMENT is entered into this day of 5/21, 2019 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") Happy Landings Homes, Inc. ("Owner/Developer) and Journeypure, Orlando LLC a Florida Limited Liability Company, as contract vendee for the purchase of the property (hereinafter referred to as Contract Vendee).

RECITALS

WHEREAS, JourneyPure of Orlando LLC has a contract interest in the 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, the treatment center will not contract with Department of Corrections or any Jail or Prison for patients. and pursuant to the Brevard County Code, Section 62-1157; and

WHEREAS, as part of its plan for development of the Property, Owner/Developer 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 Recitals set forth above are incorporated by reference herein.
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 Owner/Developer, 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. Owner/Developer shall comply with the following conditions on the use and improvement of the Property:
 - a. the Property currently has IN(H) zoning classification(s) and the Owner/Developer shall limit development the Property to a Residential Detox, Treatment and Recovery Center licensed by Florida DCF under rule 65D-30, Florida Administrative Code;
 - b. Owner/Developer shall install an eight (8) ft Privacy Fence along Old Dixie Highway on the west portion of the Property.
 - c. Owner/Developer shall limit ingress and egress to the existing access on Old Dixie Highway, provided the Owner/Developer shall also apply for the permits necessary to move the main entrance to the

existing unused entrance located on the northernmost part of the property if a new building is constructed at that location upon receipt of site plan approval and any required permits. Upon construction of the new northern entrance, the Owner/Developer shall close and abandon the access driveway currently in use for the Property.

d. Owner/Developer shall comply with the 250 minimum square foot per assigned resident standard set forth in section 62-1826(3) of the Brevard County Code. The existing square footage in the building footprints, as currently shown in the Property Appraiser's records, is 9,885 sq.ft. Under Section 62-1826(3), the minimum square footage required for the 47 residents to be service at the facility would be 11,750 sq. ft. Section 62-1826(3) also requires the Owner/Developer to provide a minimum bedroom square footage of 75 sq. ft. per assigned resident, as well as a centralized cooking and dining facility built with a minimum of 30 square feet per assigned resident. Owner/Developer agrees to meet the foregoing minimum Code requirements for 47 residents within a maximum square footage limit of 16,700 sq.ft. on the 5.33-acre site, such square footage to include a new building built in substantial conformity with the attached rendering and building plans attached as Exhibit B. Owner/Developer further agrees that the external appearance of any new building or remodeled building constructed onsite shall maintain the general character of the area. Owner/Developer also agrees that external building materials, bulk landscaping, fences and walls shall be compatible with the residential development in the surrounding neighborhood.

e. Owner/Developer shall limit occupancy to 47 residents and up to 21 staff and may be further restricted by any changes to the Comprehensive Plan or the Land Development Regulations.

f. The Owner/Developer shall prohibit any resident who has been convicted of a forcible felony or has been found not guilty by reason of insanity of a forcible felony, as defined in section 776.08, Florida Statutes, a copy of which is attached hereto as Exhibit C, from residing on the property. The Owner/Developer shall prohibit any staff member who has been convicted of a forcible felony or entered a plea of guilty or nolo contendere to, or has been found not guilty by reason of insanity of a forcible felony, as defined by F.S. section 776.08 from being employed on the property. For purposes of this agreement, conviction means a determination of guilt resulting from a plea or trial, regardless of whether adjudication was withheld or whether imposition of sentence was suspended. The Owner/Developer shall make available for inspection Florida Department of Law Enforcement (FDLE) criminal background records of all residents and staff members on the property to the County within 30 days of the recordation of the Binding Development Plan and thereafter upon request of the County.

g. The Owner/Developer operating the treatment center will not contract with Department of Corrections or any Jail or Prison for patients, and pursuant to the Brevard County Code. Moreover, the

Owner/Developer shall prohibit the use of any building from being operated by or associated with any jail, prison or correctional facility or system, including but not limited to contractual agreements.

h. The Owner/Developer shall upgrade the existing septic system currently in use on the Property to an aerobic treatment system currently required under the Brevard County code.

i. The Owner/Developer will not object to the installation of a stop sign or stop signs at the intersection of Otter Creek Ln. and Old Dixie Highway should an appropriate study show the necessity for such a stop sign or stop signs.

4. The Owner/Developer shall conduct semi-annual meetings with the neighbors (defined as those residents bounded by Otter Creek Lane on the north, the railroad tracks on the west, US Highway 1 on the east, and Pineda Causeway on the south). These meetings will provide open communications between the Owner/Developer and the neighbors to discuss items of mutual concern.

5. Owner/Developer shall comply with all regulations and ordinances of Brevard County, Florida, including all parking requirements. This Agreement constitutes Owner/Developer'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.

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

7. This Agreement shall be binding and shall inure to the benefit of the grantees, 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 . 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 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.

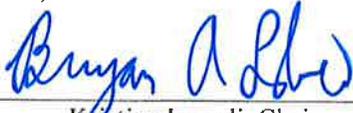
9. Conditions precedent. All mandatory conditions set forth in this Agreement mitigate the potential for incompatibility and must be satisfied before Owner/Developer may implement the approved use(s), unless stated otherwise. The failure to timely comply with any mandatory condition is a violation of this Agreement constitutes a violation of the Zoning Classification and is subject to enforcement action as described in Paragraph 8 above.

ATTEST:

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



Scott Ellis, Clerk
(SEAL)



Kristine Isnardi, Chair
(As approved by the Board on **MAY 21 2019**)

WITNESSES 1:



Tim Stoddart
(Witness Name typed or printed)
(Name typed, printed or stamped)

JOURNEYPURE AS CONTRACT VENDEE,
GRANTEE, SUCCESSOR, OR ASSIGN
BY 

Kevin D. Lee, Manager of Journeypure Orlando, LLC,
Vendee

HAPPY LANDINGS HOMES, INC.
OWNER/DEVELOPER
BY 

Lila Buescher, President

WITNESS 2:

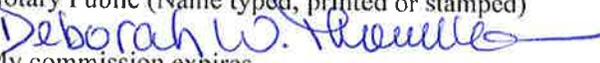


Jennifer Kretowicz
(Witness Name typed or printed) (Name typed, printed or stamped)

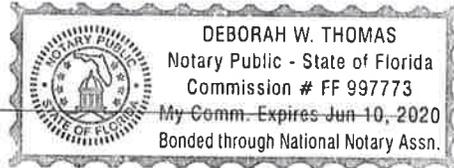
STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 21 day of May, 2019,
by Bryan A. Lober VC is personally known to me or [] who produced a Florida Driver's
License as identification.

DEBORAH W. THOMAS

Notary Public (Name typed, printed or stamped)

My commission expires

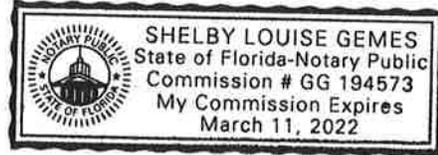
SEAL _____
Commission No.:



STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 1 day of April, 20 19,
by Lila Buescher, President of Happy Landings Homes, Inc. who is personally known to me or [] who
produced a Florida Driver's License as identification.

Shelby Louise Gemes
Notary Public (Name typed, printed or stamped)



My commission expires 3/11/2022

SEAL _____
Commission No.: GG 194573

STATE OF ~~FLORIDA~~ TENNESSEE
COUNTY OF ~~BREVARD~~ SUMNER

The foregoing instrument was acknowledged before me this 20 day of March, 20 19,
by Kevin D. Lee, Manager who is personally known to me or [] who produced a Florida Driver's
License as identification.

Christi Anglea
Notary Public (Name typed, printed or stamped)

My commission expires 03/02/22



SEAL _____
Commission No.:

EXHIBIT "A"

Begin at a point on the Westerly right-of-way line of U.S. Highway #1, said point being 187.5 feet East of and 878.07 feet North of the Southeast corner of the NE 1/4 of the SW 1/4 of Section 19, Township 26 South, Range 37 East; thence go North 23 degrees 37 minutes 30 seconds West along said Westerly right-of-way line a distance of 294.57 feet to the point of beginning of the property described in this instrument; thence go North 23 degrees 37 minutes 30 seconds West along said right-of-way line a distance of 120.19 feet; thence West a distance of 110 feet; thence South 0 degrees 3 minutes 43 seconds East a distance of 132.27 feet; thence North 75 degrees 5 minutes 30 seconds East a distance of 163.83 feet to the Point of Beginning.

LESS AND EXCEPT that property deeded to the State of Florida for the use and benefit of the State Road Department;

Commence at the Southeast corner of the NE 1/4 of the SW 1/4 of Section 19, Township 26 South, Range 37 East and run the East line of said NE 1/4 of the SW 1/4 Northerly a distance of 826.17 feet to a point which is the point of beginning of the land to be included in this description; thence for a first course of the property to be included in this description run East 242.96 feet more or less to a point on the West line of the right-of-way of U.S. Highway #1 (State Road #5); thence for a second course of the property to be included in this description run North 23 degrees 37 minutes 30 seconds West along the West line of the right-of-way of U.S. Highway #1 (State Road #5) a distance of 349.13 feet to a point; thence for a third course of the property to be included in this description run South 75 degrees 05 minutes 30 seconds West 163.05 feet to a point; thence for a fourth course of the property to be included in this description return to a point of beginning and go West a distance of 416.04 feet to a point in the center of the old County Road; thence for a fifth course of the property to be included in this description go Northwesterly and down the center of the Old County Road a distance of 367.74 feet to a point 15 feet West of the Northwest corner of lands conveyed to Starl N. Warfield and Amy L. Warfield, his wife, by deed dated October 15, 1962, recorded under Clerk's #323750 in Official Records Book 538, page 220 of the Public Records of Brevard County, Florida; thence for a sixth course of the property to be included in this description run East 15 feet to the Northwest corner of said land described in Official Records Book 538, Page 220; thence for a seventh course of the property to be included in this description run East 230.18 feet to a point; thence for an eighth course of the property to be included in this description run South 64 degrees 20 minutes 58 seconds East a distance of 109.85 feet to a point; thence for a ninth course of the property to be included in this description run Southeasterly to the Westerly terminus of the third course of the property to be included in this description, thereby completing the boundary of the lands to be included in this description.

EXCEPT that portion of the above described property taken under authority of eminent domain in that certain condemnation case filed in the Circuit Court of the Eighteenth Judicial Circuit of Florida in and for Brevard County, styled State of Florida Department of Transportation and Brevard County vs. Beulah Armstrong, et al., Civil Action No. 47922.

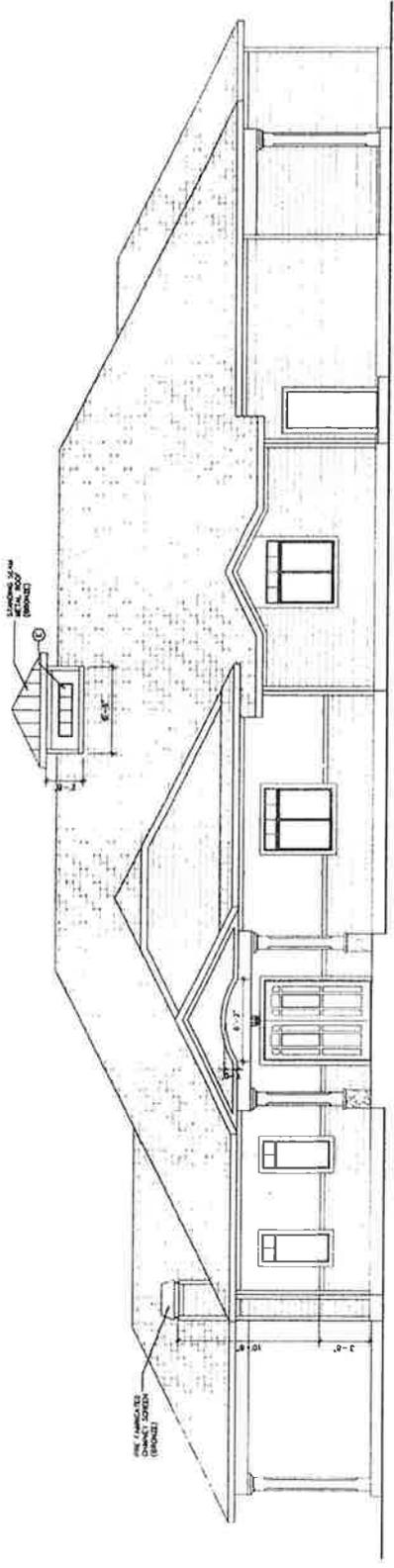
A portion of Lot 14, Indian River Villa (unrecorded Plat) located in Government Lot 3, and the NE 1/4 of the SW 1/4 of Section 19, Township 26 South, Range 37 East, Brevard County, being more particularly described as follows: From the SE corner of the NE 1/4 of the SW 1/4 of said Section 19, run North 00 degrees 20 minutes 40 seconds East, along the East line of said NE 1/4 of SW 1/4, of Section 19, a distance of 676.16 feet to the Point of Beginning of the herein described parcel; thence West a distance of 265.53 feet to the Easterly Right-of-Way line of Service Road (Old Dixie Highway) as shown on Florida State Road Department Right-of-Way Map for State Road 404 (Pineda Causeway) Sec. 70004-2503; thence North 17 degrees 22 minutes West, along said Easterly Right-of-Way line 157.18 feet; thence East 475.60 feet to the Limited Access Right-of-Way line of aforesaid S.R. 404; thence South 07 degrees 12 minutes 20 seconds West 59.37 feet; thence South 11 degrees 47 minutes 39 seconds West 122.20 feet; thence West 74.27 feet to the Point of Beginning.

Subject to taxes for 1990 and all subsequent years, zoning rules and regulations and easements of record.

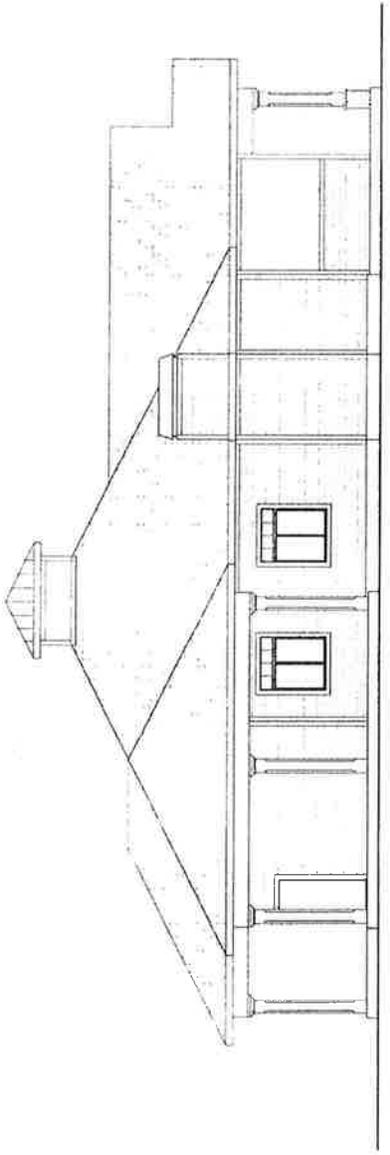


PROJECT	FEMALE RESIDENCE HALL		
DATE	DESIGN	DRAWING	DATE
	A38	A38	A38

SHEET NO.	A3
DESCRIPTION	



1 NORTH ELEVATION
 A3 SCALE: 1/4" = 1'-0"



2 WEST ELEVATION
 A3 SCALE: 1/4" = 1'-0"

EXHIBIT
 B

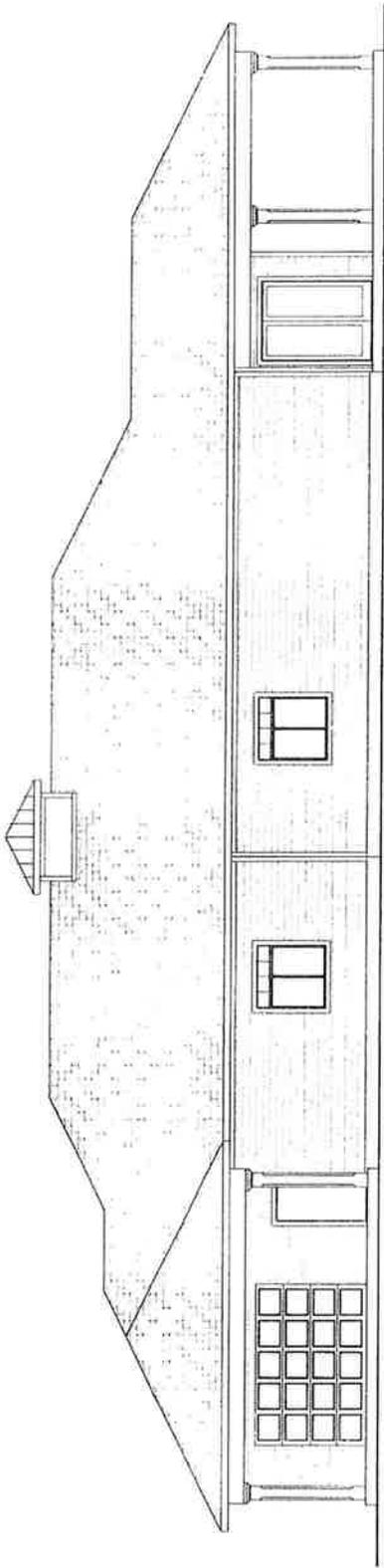


DATE	10/15/10
PROJECT	FEMALE RESIDENCE HALL
DRIVER	J. BROWN
SCALE	1/4" = 1'-0"

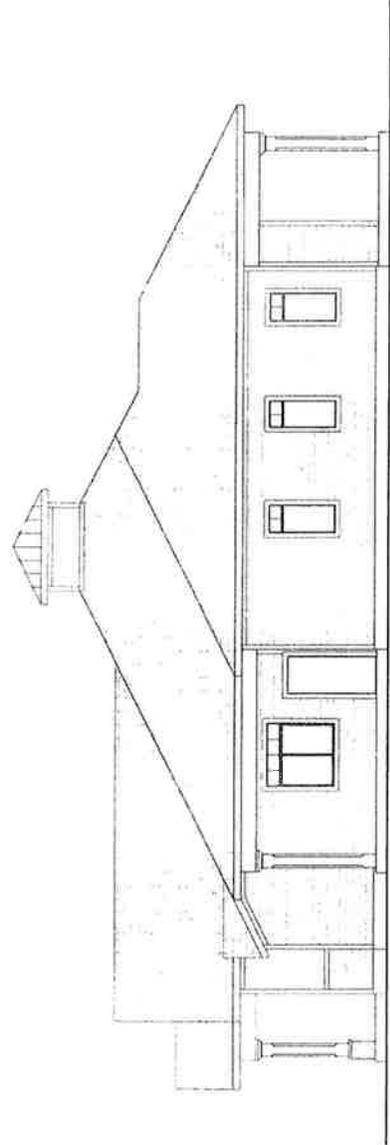
FEMALE RESIDENCE HALL
 1000 N. 10th St.
 Phoenix, AZ 85004

DATE	10/15/10
PROJECT	FEMALE RESIDENCE HALL
DRIVER	J. BROWN
SCALE	1/4" = 1'-0"

A4



1 SOUTH ELEVATION
 A4 Scale 1/4" = 1'-0"



2 EAST ELEVATION
 A4 Scale 1/4" = 1'-0"

EXHIBIT C



April 8, 2019

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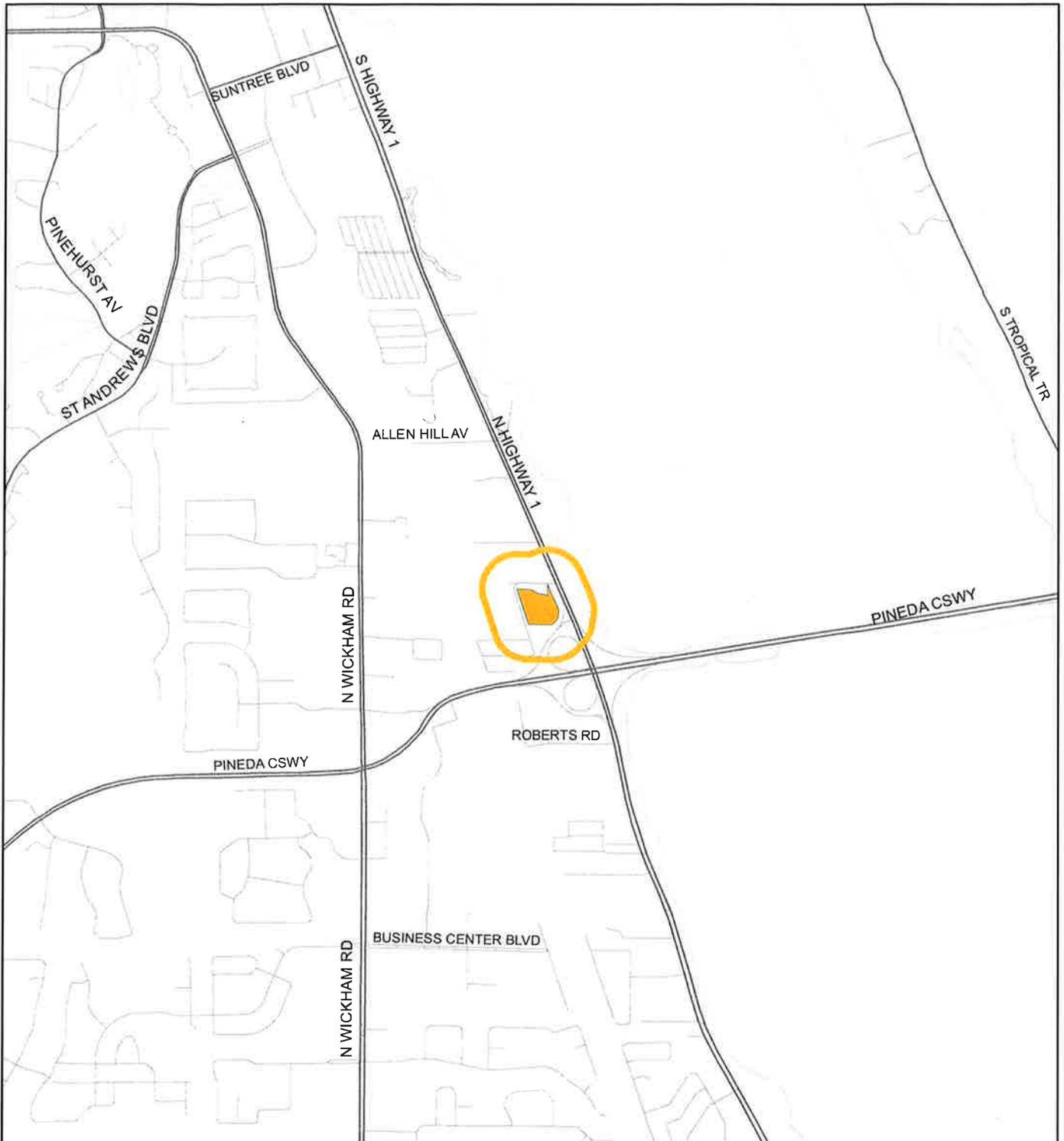
776.08 Forcible felony.— “Forcible felony” means treason; murder; manslaughter; sexual battery; carjacking; home-invasion robbery; robbery; burglary; arson; kidnapping; aggravated assault; aggravated battery; aggravated stalking; aircraft piracy; unlawful throwing, placing, or discharging of a destructive device or bomb; and any other felony which involves the use or threat of physical force or violence against any individual.

History.—s. 13, ch. 74-383; s. 4, ch. 75-298; s. 289, ch. 79-400; s. 5, ch. 93-212; s. 10, ch. 95-195.

Interpreter Services for the Deaf and Hard of Hearing



LOCATION MAP
HAPPY LANDINGS HOMES, INC.
18PZ00088



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: 7/10/2018

 Buffer
 Subject Property

Prepared by: Scott L. Knox, Esq.
Address: 1990 W. New Haven Ave
Melbourne, FL 32904

BINDING DEVELOPMENT PLAN

THIS AGREEMENT is entered into this day of ____, 201__ between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") Happy Landings Homes, Inc. ("Owner/Developer) and JourneyPure, Orlando LLC a Florida Limited Liability Company, as contract vendee for the purchase of the property (hereinafter referred to as Contract Vendee).

RECITALS

WHEREAS, JourneyPure of Orlando LLC has a contract interest in the 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, the treatment center will not contract with Department of Corrections or any Jail or Prison for patients. and pursuant to the Brevard County Code, Section 62-1157; and

WHEREAS, as part of its plan for development of the Property, Owner/Developer 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 Recitals set forth above are incorporated by reference herein.
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 Owner/Developer, 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. Owner/Developer shall comply with the following conditions on the use and improvement of the Property:
 - a. the Property currently has IN(H) zoning classification(s) and the Owner/Developer shall limit development the Property to a Residential Detox, Treatment and Recovery Center licensed by Florida DCF under rule 65D-30, Florida Administrative Code;
 - b. Owner/Developer shall install an eight (8) ft Privacy Fence along Old Dixie Highway on the west portion of the Property.
 - c. Owner/Developer shall limit ingress and egress to the existing access on Old Dixie Highway, provided the Owner/Developer shall also apply for the permits necessary to move the main entrance to the

existing unused entrance located on the northernmost part of the property if a new building is constructed at that location upon receipt of site plan approval and any required permits. Upon construction of the new northern entrance, the Owner/Developer shall close and abandon the access driveway currently in use for the Property.

d. Owner/Developer shall comply with the 250 minimum square foot per assigned resident standard set forth in section 62-1826(3) of the Brevard County Code. The existing square footage in the building footprints, as currently shown in the Property Appraiser's records, is 9,885 sq.ft. Under Section 62-1826(3), the minimum square footage required for the 47 residents to be service at the facility would be 11,750 sq. ft. Section 62-1826(3) also requires the Owner/Developer to provide a minimum bedroom square footage of 75 sq. ft. per assigned resident, as well as a centralized cooking and dining facility built with a minimum of 30 square feet per assigned resident. Owner/Developer agrees to meet the foregoing minimum Code requirements for 47 residents within a maximum square footage limit of 16,700 sq.ft. on the 5.33 acre site, such square footage to include a new building built in substantial conformity with the attached rendering and building plans attached as Exhibits B and C. Owner/Developer further agrees that the external appearance of any new building or remodeled building constructed onsite shall maintain the general character of the area. Owner/Developer also agrees that external building materials, bulk landscaping, fences and walls shall be compatible with the residential development in the surrounding neighborhood.

e. Owner/Developer shall limit occupancy to 47 residents and up to 21 staff and may be further restricted by any changes to the Comprehensive Plan or the Land Development Regulations.

f. The Owner/Developer shall prohibit any resident who has been convicted of a forcible felony or has been found not guilty by reason of insanity of a forcible felony, as defined in section 776.08, Florida Statutes, a copy of which is attached hereto as Exhibit B, from residing on the property. The Owner/Developer shall prohibit any staff member who has been convicted of a forcible felony or entered a plea of guilty or nolo contendere to, or has been found not guilty by reason of insanity of a forcible felony, as defined by F.S. section 776.08 from being employed on the property. For purposes of this agreement, conviction means a determination of guilt resulting from a plea or trial, regardless of whether adjudication was withheld or whether imposition of sentence was suspended. The Owner/Developer shall make available for inspection Florida Department of Law Enforcement (FDLE) criminal background records of all residents and staff members on the property to the County within 30 days of the recordation of the Binding Development Plan and thereafter upon request of the County.

g. The Owner/Developer operating the treatment center will not contract with Department of Corrections or any Jail or Prison for patients. and pursuant to the Brevard County Code. Moreover, the

Owner/Developer shall prohibit the use of any building from being operated by or associated with any jail, prison or correctional facility or system, including but not limited to contractual agreements.

h. The Owner/Developer shall upgrade the existing septic system currently in use on the Property to an aerobic treatment system currently required under the Brevard County code.

i. The Owner/Developer will not object to the installation of a stop sign or stop signs at the intersection of Otter Creek Ln. and Old Dixie Highway should an appropriate study show the necessity for such a stop sign or stop signs.

4. The Owner/Developer shall conduct semi-annual meetings with the neighbors (defined as those residents bounded by Otter Creek Lane on the north, the railroad tracks on the west, US Highway 1 on the east, and Pineda Causeway on the south). These meetings will provide open communications between the Owner/Developer and the neighbors to discuss items of mutual concern.

5. Owner/Developer shall comply with all regulations and ordinances of Brevard County, Florida, including all parking requirements. This Agreement constitutes Owner/Developer'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.

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

7. This Agreement shall be binding and shall inure to the benefit of the grantees, 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 . 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 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.

9. Conditions precedent. All mandatory conditions set forth in this Agreement mitigate the potential for incompatibility and must be satisfied before Owner/Developer may implement the approved use(s), unless stated otherwise. The failure to timely comply with any mandatory condition is a violation of this Agreement constitutes a violation of the Zoning Classification and is subject to enforcement action as described in Paragraph 8 above.

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 1 day of April, 20 19,
by Lila Buescher, President of Happy Landings Homes, Inc, who is personally known to me or [] who
produced a Florida Driver's License as identification.

Shelby Louise Gemes
Notary Public (Name typed, printed or stamped)



My commission expires 3/11/2022

SEAL _____
Commission No.: GG 194573

STATE OF ~~FLORIDA~~ § TENNESSEE
COUNTY OF ~~BREVARD~~ § SUMNER

The foregoing instrument was acknowledged before me this 20 day of March, 20 19,
by Kevin D. Lee, Manager who is personally known to me or [] who produced a Florida Driver's
License as identification.

Christi Anglea
Notary Public (Name typed, printed or stamped)



My commission expires 03/02/22

SEAL _____
Commission No.:

EXHIBIT "A"

Begin at a point on the Westerly right-of-way line of U.S. Highway #1, said point being 187.3 feet East of and 815.07 feet North of the Southeast corner of the NE 1/4 of the SW 1/4 of Section 19, Township 26 South, Range 37 East; thence go North 23 degrees 37 minutes 30 seconds West along said Westerly right-of-way line a distance of 294.37 feet to the point of beginning of the property described in this instrument; thence go North 23 degrees 37 minutes 30 seconds West along said right-of-way line a distance of 120.19 feet; thence West a distance of 110 feet; thence South 0 degrees 3 minutes 43 seconds East a distance of 132.27 feet; thence North 75 degrees 50 minutes 30 seconds East a distance of 163.83 feet to the Point of Beginning.

LESS AND EXCEPT that property deeded to the State of Florida for the use and benefit of the State Road Department;

Commence at the Southeast corner of the NE 1/4 of the SW 1/4 of Section 19, Township 26 South, Range 37 East and run the East line of said NE 1/4 of the SW 1/4 Northerly a distance of 826.17 feet to a point which is the point of beginning of the land to be included in this description; thence for a first course of the property to be included in this description run East 242.96 feet more or less to a point on the West line of the right-of-way of U.S. Highway #1 (State Road #5); thence for a second course of the property to be included in this description run North 23 degrees 37 minutes 30 seconds West along the West line of the right-of-way of U.S. Highway #1 (State Road #5) a distance of 349.13 feet to a point; thence for a third course of the property to be included in this description run South 75 degrees 05 minutes 30 seconds West 163.85 feet to a point; thence for a fourth course of the property to be included in this description return to a point of beginning and go West a distance of 416.04 feet to a point in the center of the old County Road; thence for a fifth course of the property to be included in this description go Northwesterly and down the center of the Old County Road a distance of 367.74 feet to a point 15 feet West of the Northwest corner of lands conveyed to Starl N. Warfield and Amy L. Warfield, his wife, by deed dated October 15, 1962, recorded under Clerk's #323750 in Official Records Book 538, page 220 of the Public Records of Brevard County, Florida; thence for a sixth course of the property to be included in this description run East 15 feet to the Northwest corner of said land described in Official Records Book 538, Page 220; thence for a seventh course of the property to be included in this description run East 230.18 feet to a point; thence for an eighth course of the property to be included in this description run South 64 degrees 20 minutes 58 seconds East a distance of 109.85 feet to a point; thence for a ninth course of the property to be included in this description run Southeasterly to the Westerly terminus of the third course of the property to be included in this description, thereby completing the boundary of the lands to be included in this description.

EXCEPT that portion of the above described property taken under authority of eminent domain in that certain condemnation case filed in the Circuit Court of the Eighteenth Judicial Circuit of Florida in and for Brevard County, styled State of Florida Department of Transportation and Brevard County vs. Beulah Armstrong, et al., Civil Action No. 47922.

A portion of Lot 14, Indian River Villa (unrecorded Plat) located in Government Lot 3, and the NE 1/4 of the SW 1/4 of Section 19, Township 26 South, Range 37 East, Brevard County, being more particularly described as follows: From the SE corner of the NE 1/4 of the SW 1/4 of said Section 19, run North 00 degrees 20 minutes 40 seconds East, along the East line of said NE 1/4 of SW 1/4, of Section 19, a distance of 676.16 feet to the Point of Beginning of the herein described parcel; thence West a distance of 265.53 feet to the Easterly Right-of-Way line of Service Road (Old Dixie Highway) as shown on Florida State Road Department Right-of-Way Map for State Road 404 (Pineda Causeway) Sec. 70004-2503; thence North 17 degrees 22 minutes West, along said Easterly Right-of-Way line 157.18 feet; thence East 475.60 feet to the Limited Access Right-of-Way line of aforesaid S.R. 404; thence South 07 degrees 12 minutes 20 seconds West 59.37 feet; thence South 11 degrees 47 minutes 39 seconds West 122.20 feet; thence West 74.27 feet to the Point of Beginning.

(PAGE)

Subject to taxes for 1990 and all subsequent years, zoning rules and regulations and easements of record of any.



PROJECT
NO. 1000000000
DATE 10/1/10
SHEET NO. 1000000000
FEMALE RESIDENCE HALL

SHEET NO.
A3



1 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



2 WEST ELEVATION
SCALE: 1/8" = 1'-0"

EXHIBIT
B

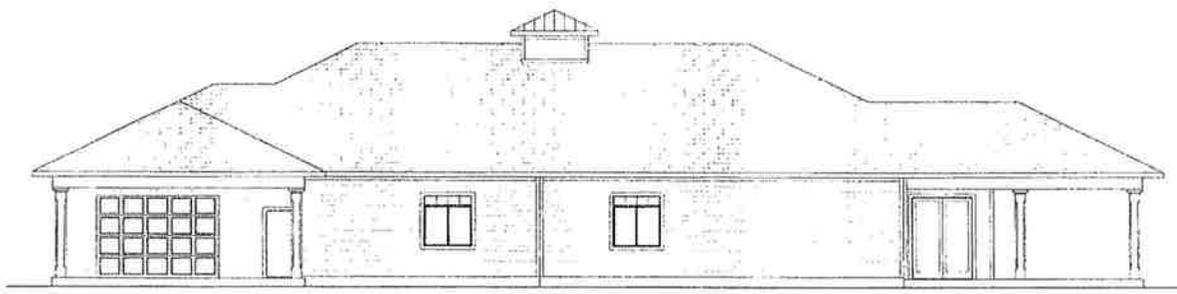


DATE	10/15/14
BY	J. BOUNDS
CHECKED BY	J. BOUNDS
SCALE	AS SHOWN

FEMALE RESIDENCE HALL
1000 S. 10th St.
Tulsa, OK 74106

DATE	10/15/14
BY	J. BOUNDS
CHECKED BY	J. BOUNDS
SCALE	AS SHOWN

A4

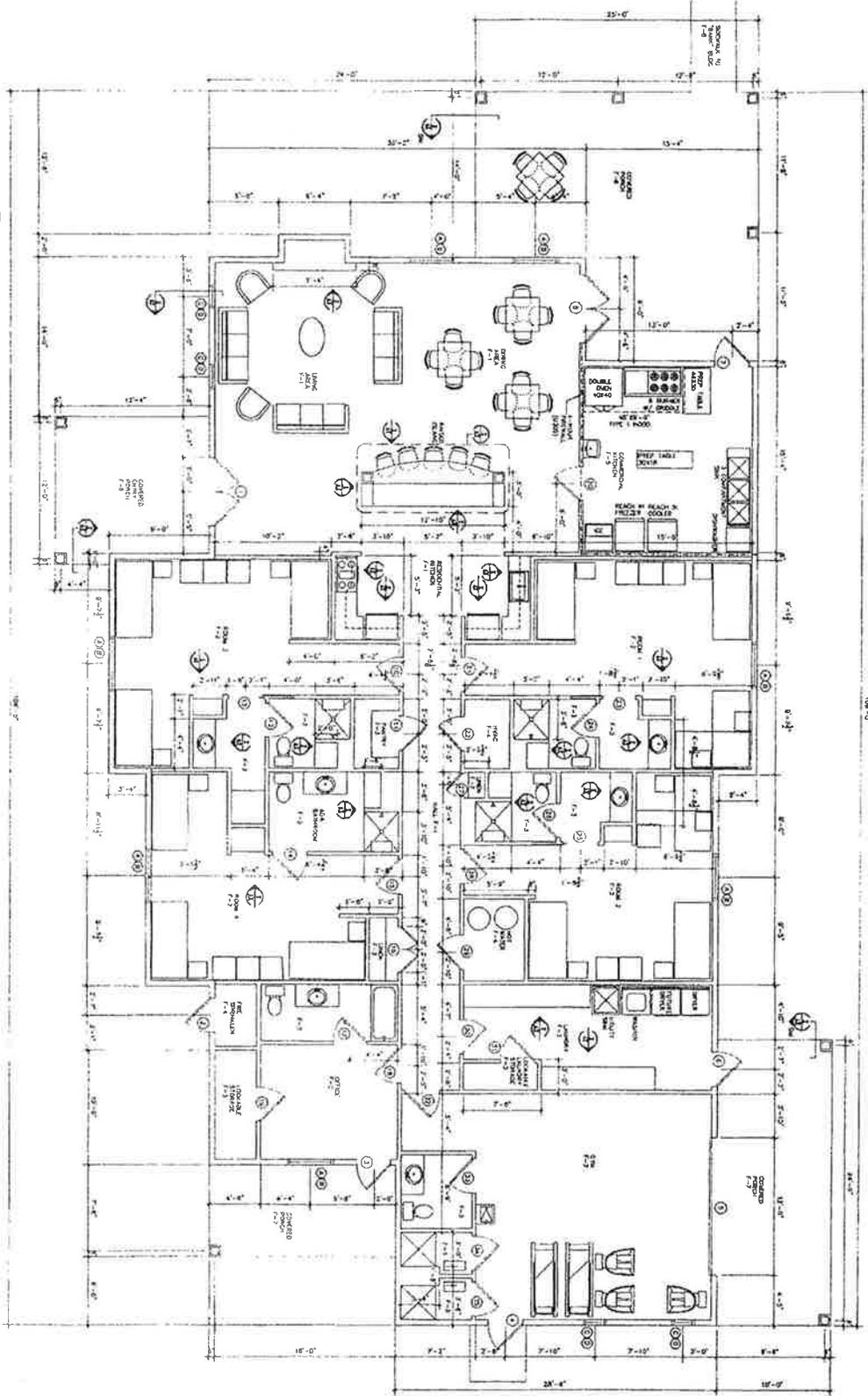


1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



2 EAST ELEVATION
SCALE: 1/8" = 1'-0"

A1 SCALE 1/8" = 1'-0"
GROUND FLOOR PLAN



A1

FEMALE RESIDENCE HALL
NO. 1000 S. 10TH ST.
 PHOENIX, ARIZONA 85003



bounds
ARCHITECTS

EXHIBIT C

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History.—s. 13, ch. 74-383; s. 4, ch. 75-298; s. 289, ch. 79-400; s. 5, ch. 93-212; s. 10, ch. 95-195.

Interpreter Services for the
Deaf and Hard of Hearing

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Sunshine Facts

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LOCATION MAP
HAPPY LANDINGS HOMES, INC.
18PZ00088



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

Buffer Distance: 500 feet

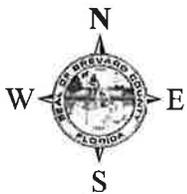
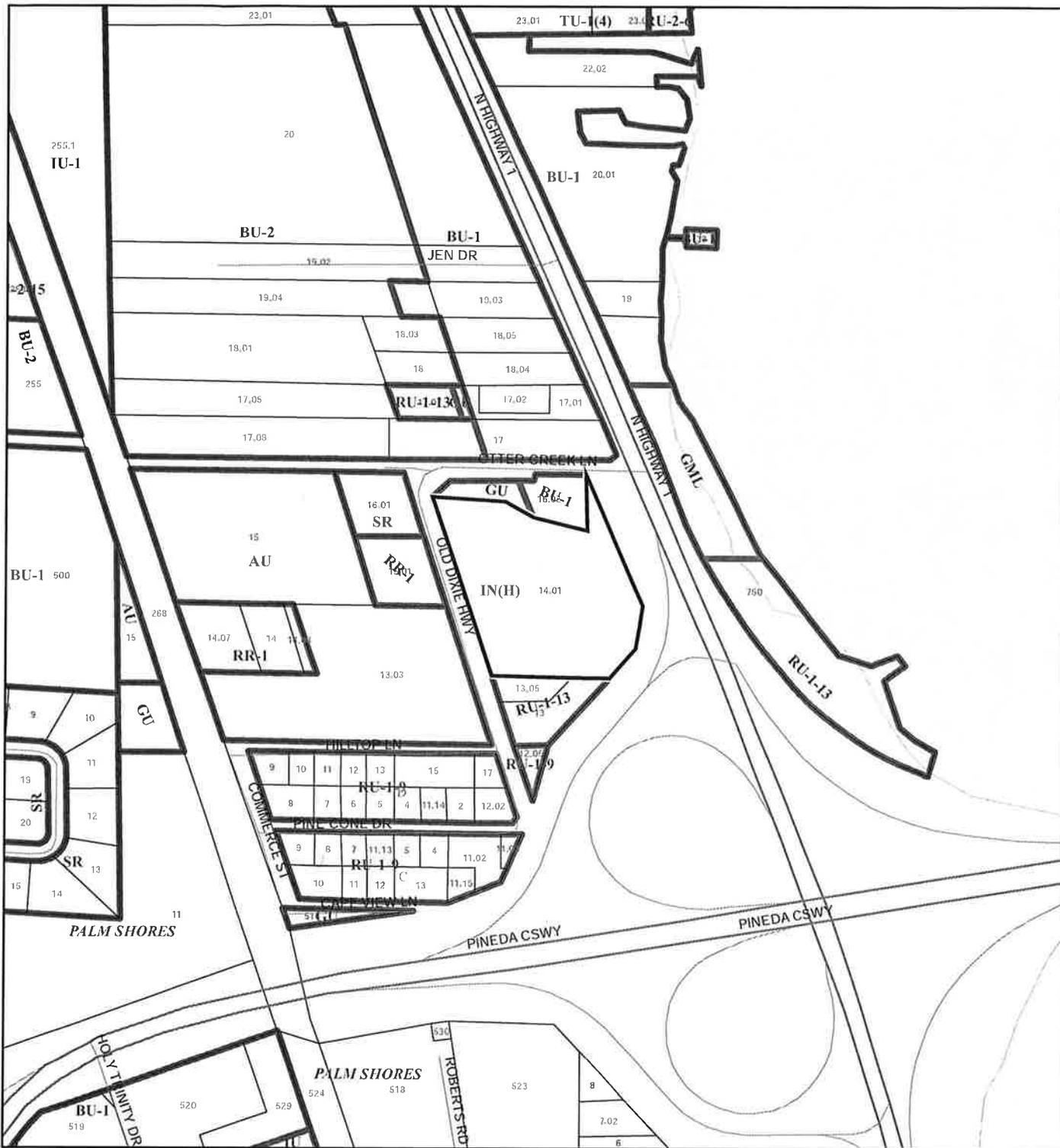
This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 7/10/2018

-  Buffer
-  Subject Property

ZONING MAP

HAPPY LANDINGS HOMES, INC.
18PZ00088



1:4,800 or 1 inch = 400 feet

- Subject Property
- Parcels
- Zoning

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Produced by BoCC - GIS Date: 7/9/2018

H. PUBLIC HEARINGS

Planning and Zoning Board
Monday, January 28, 2019, at 3:00 p.m.
and
Brevard County Board of County Commissioners
Thursday, February 7, 2019, at 5:00 p.m.
Both at the
Brevard County Government Center
2725 Judge Fran Jamieson Way, Building C, First Floor, 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.

1. Flamingo Land Company, Inc. – (Rick Kern) requests a change of zoning classification from IU (Industrial Use) to RU-1-7 (Single-Family Residential). The property is 27.99 acres, located on the north side of Canaveral Groves Boulevard, between Morris Avenue and Devoe Avenue. (No assigned address. In the Cocoa area.) (18PZ00072) (District 1)

Planning and Zoning Board Recommendation: Moia/Filiberto – Approved with a Binding Development Plan limited to 4 units per acre, and requiring all units to be connected to sanitary sewer. The vote was unanimous.

Board of County Commissioners Action: Lober/Pritchett – Approved as recommended, with a Binding Development Plan, recorded on March 28, 2019, in ORB 8399, Pages 2660 – 2664, limited to 4 units per acre, and requiring all units to be connected to sanitary sewer. The vote was unanimous.

2. **Happy Landings Homes, Inc.,** (Kevin Lee) requests an amendment to an existing BDP (Binding Development Plan, in an IN(H) (Institutional Use, High-Intensity) zoning classification. The property is 5.33 acres, located on the southwest corner of U.S. Highway 1 and Otter Creek Lane, on the east side of Old Dixie Highway. (5925 Old Dixie Highway) (18PZ00088) (District 4)

Planning and Zoning Board Recommendation: Filiberto/Bartcher - Denied. The vote was 5:2, with Wadsworth and Langston voting nay.

Board of County Commissioners Action: Smith/Lober – Approved amendment to the existing Binding Development Plan as follows: Striking Paragraphs 3(h), “If not already in compliance on the day the treatment and recovery facility is approved for operation by agencies with jurisdiction, the Developer shall comply with the bathroom, bedroom, and centralized cooking/dining facility requirements in Section 62-1826(3) of the Brevard County Code within one (1) year after receiving such approval”; 3(i), “The Developer represents that there is adequate parking currently used and available upon cleared land located within the 5.33-acre property to meet the requirements of Section 62-1826(5) of the Brevard County Code”; 3(j), “With the exception of the compliance required by subparagraphs (d) and (h) above, the Developer is currently in compliance with, and shall maintain compliance with, all other standards set forth in Section 62-1826 throughout its utilization of the property”; Retaining all other conditions, and adding conditions of, 1.) The northern driveway shall be the main ingress/egress; 2.) Developer/Owner shall install an 8-foot privacy fence along Old Dixie Highway on the west portion of the property; 3.) The Binding Development Plan shall refer to Developer/Owner; 4.) The County shall install a Stop Sign if required; and 5.), The septic system shall be modified to meet the current standards. The Binding Development Plan 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 Binding Development Plan. The vote 4:1, with Tobia voting nay.

3. **Martin Family Trust; Joseph P. Martin and Sarah Martin; Craig A. Sater and Jennifer Martin-Sater** (Jennifer Martin-Sater & Craig Sater) request a change of zoning classification from BU-1 (General Retail Commercial) to BU-2 (Retail, Warehousing, and Wholesale Commercial). The property is 1.39 acres, located on the west side of U.S. Highway 1, approximately 600 feet south of Cross Road. (3645 North U.S. Highway 1, Cocoa) (18PZ00117) (District 1)

Planning and Zoning Board Recommendation: Moia/Wadsworth – Approved. The vote was unanimous.

Board of County Commissioners Action: Pritchett/Lober – Approved as recommended. The vote was unanimous.

4. **Clark A. and Patricia A. Simms** request a change of zoning classification from RU-1-9 (Single-Family Residential) to RU-2-4 (Multi-Family Residential). The property is 0.93 acres, located on the west side of North Tropical Trail, approximately 685 feet north of Lucas Road. (700 Saint Lawrence Lane, Merritt Island) (18PZ00130) (District 2)

Planning and Zoning Board Recommendation: Moia/Wadsworth – Approved with a Binding Development Plan limited to one single-family development, and that there be shared access to North Tropical Trail. The vote was unanimous.

Board of County Commissioners Action: Lober/Smith – Tabled to the March 7, 2019, County Commission meeting. The vote was unanimous.

Public Comment

PLANNING AND ZONING BOARD RECOMMENDATIONS

- Item H.1. Flamingo Land Company, Inc. Pritchett/Lober. Approved as recommended; and adopted Ordinance No. 19-03, adopting the 2018-2.1 Large Scale Comprehensive Plan Amendment to change the Future Land Use designation from IND (Industrial) to RES 4 (Residential 4).
- Item H.2. Flamingo Land Company, Inc. Pritchett/Lober. Approved as recommended with a Binding Development Plan limiting residential development to 4 units per acre, and requiring all dwelling units constructed on the property to be connected to sanitary sewer.
- Item H.3. LTM of Florida Holding, LLC. Pritchett/Lober. Tabled to April 4, 2019.
- Item H.4. Alberto and Biviana Roman. Lober/Pritchett. Tabled to March 7, 2019. Tobia voting nay.
- Item H.5. Mertin Family Trust; Joseph P. and Sarah Martin; and Craig A. and Jennifer Martin-Sater. Pritchett/Lober. Approved as recommended.
- Item H.6. Sylvia Properties, Inc. Lober/Pritchett. Approved with a Binding Development Plan limiting BU-2 to the northern one acre, with TU-2 remaining on the four acres; that no additional metal buildings be constructed on the property; and that the use be limited to the current business of Stone & Surface Designers, Inc.
- Item H.7. Peggy and Dale Townsend. Lober/Pritchett. Approved as recommended.
- Item H.8. CP Venture Five-AMC, LLC. Smith/Lober. Approved as recommended.
- Item H.9. Market Street Viera Senior Real Estate, LLC. Smith/Pritchett. Approved as recommended.
- Item H.10. Clark A. and Patricia A. Simms. Lober/Smith. Tabled to March 7, 2019.
- Item H.11. Nestle Larracas and Tony Andrade De La Torre. Withdrawn.
- Item H.12. Nestle Larracas and Tony Andrade De La Torre. Withdrawn.
- Item H.13. Gregory D. Taylor and Rachael J. Fitzpatrick. Smith/Isnardi. Approved as recommended. Pritchett and Lober voted nay.
- Item H.14. James. M. and Joanne M. Thomas. Pritchett/Lober. Tabled to March 7, 2019.
- Item H.15. Happy Landings Homes, Inc. Smith/Lober. Approved with amendment to existing Binding Development Plan as follows: Striking Paragraphs 3(h),

"If not already in compliance on the day the treatment and recovery facility is approved for operation by agencies with jurisdiction, the Developer shall comply with the bathroom, bedroom, and centralized cooking/dining facility requirements in Section 62-1826(3) of the Brevard County Code within one (1) year after receiving such approval"; 3(i), "The Developer represents that there is adequate parking currently used and available upon cleared land located within the 5.33-acre property to meet the requirements of Section 62-1826(5) of the Brevard County Code"; 3(j), "With the exception of the compliance required by subparagraphs (d) and (h) above, the Developer is currently in compliance with, and shall maintain compliance with, all other standards set forth in Section 62-1826 throughout its utilization of the property"; Retaining all other conditions, and adding conditions of, 1.) The northern driveway shall be the main ingress/egress; 2.) Developer/Owner shall install an eight-foot privacy fence along Old Dixie Highway on the west portion of the property; 3.) The Binding Development Plan shall refer to Developer/Owner; 4.) The County shall install a Stop Sign if required; and 5.) The septic system shall be modified to meet the current standards.

ZONING MAP

HAPPY LANDINGS HOMES, INC.

18PZ00088



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- Subject Property
- Parcels
- Zoning