

Existing BDP (Parcel 31)  
22Z00020  
Jacob Aaron et al.

RETURN: Clerk to the Board #27

PREPARED BY AND RETURN TO:

John H. Evans, Esquire  
John H. Evans, P.A.  
1702 S. Washington Ave  
Titusville, FL 32780

**BINDING DEVELOPMENT PLAN**

THIS AGREEMENT, entered into this 8/18/09, between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as County") and Sunshine Petro, Inc. a Florida corporation, (hereinafter referred to as "Owner") and their successors and assigns.

**RECITALS**

WHEREAS, 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, Owner has filed an application to rezone the Property from GU to BU-1-A and a CUP for a Convenience Store with gasoline sales; and

WHEREAS, provided the County grants the Owner's zoning applications and CUP application, the Owner has voluntarily agreed to certain development restrictions on the 2.7 acre more or less property so as to assure quality development in character with surrounding properties; and

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

NOW, THEREFORE, the parties agree as follows:

1. The County shall not be required or obligated in any way to construct or maintain

or participate in any way in the construction or maintenance of the improvements. It is the intent of the parties that the Owner, its grantees, successors or assigns in interest or some other association and/or assigns satisfactory to the County shall be responsible for the maintenance of any improvements.

2. Where feasible, any structure constructed on the Property shall have a similar outer material and color finish envelope as the Parrish Medical Center at the South West intersection of Grissom Parkway and Port St. John Connector Road.

3. Landscaping shall, where possible, be of Florida Natural Vegetation to minimize the use of potable watering for irrigation.

4. Unless otherwise required by the requirements of oil company providing products to the Property, all signage shall be monument signs and similar in design to the signage of Parrish Medical Center.

5. All lighting will be down lighting to limit light to the building site and minimize off site impacts on adjoining undeveloped properties.

6. There will be no overnight parking of automobiles, semi-tractors and trailers on the Property.

7. Where reasonably determined to be feasible by the Owner, recyclable building materials will be used in any structures to be built upon the Property.

8. Owner shall comply with all regulations and ordinances of Brevard County, Florida. This Agreement constitutes Owners' 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.

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9. Owner, upon execution of this Agreement, shall pay to the County the cost of recording this Agreement in Brevard County, Florida.

10. This Agreement shall be binding and shall inure to the benefit of the successors or assigns of the parties and shall run with the subject Property unless or until rezoned and be binding upon any person, firm or corporation who may become the successor in interest directly or indirectly to the subject Property, and be subject to the above-referenced condition as approved by the Board of County Commissioners on May 28, 2009. In the event the subject Property is annexed into a municipality and rezoned, this Agreement shall be null and void.


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

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

ATTEST:

  
Scott Ellis, Clerk  
(SEAL)

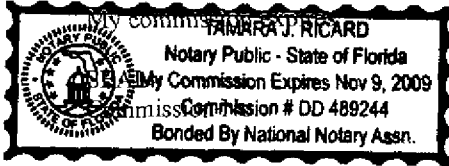
BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA  
2725 Judge Fran Jamieson Way  
Viera, FL 32940

  
\_\_\_\_\_  
Chuck Nelson, Chairman  
As approved by the Board on 8/18/09

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STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 18 day of Aug, 2009 by Chuck Nelson, Chairman of the Board of County Commissioners of Brevard County, Florida who is personally known to me or who has produced \_\_\_\_\_ as identification.



Tamara J. Ricard  
Notary Public  
Tamara J. Ricard  
(Name typed, printed or stamped)

WITNESSES:

Charles R. Danzoner  
Charles R. Danzoner  
Print or Type Witness Name

Laurie D. Paulin  
Laurie D. Paulin  
Print or Type Witness Name

OWNER

Mike Shah Ray - Lussana Bros Inc  
MIKE SHAH

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of June, 2009 by Mike Shah who is personally known to me or who has produced \_\_\_\_\_ as identification.

SEAL



Melissa M Lemois  
Notary Public  
Melissa M Lemois  
(Name typed, printed or stamped)  
My Commission Expires: July 5, 2012

STATE OF FLORIDA  
COUNTY OF BREVARD

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COMMITMENT NO.: 108120061

FILE NO.: 108120061

**EXHIBIT A**

## Parcel 1:

Tract 118: The West Half of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 27, Township 23 South, Range 35 East, Brevard County, Florida. Subject to the North and East 30 feet for road, utility and drainage.

Less that portion conveyed to the Board of County Commissioners, Brevard County, Florida, a political subdivision of the State of Florida, by Warranty Deed recorded in Official Records Book 3948, Page 3268, Public Records of Brevard County, Florida.

## Parcel 2:

The Northeast Quarter of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 27, Township 23 South, Range 35 East, Brevard County, Florida. Subject to the North and East 30 feet for road, utility and drainage.

Less and Except that parcel of land described in Quit-Claim Deed to Brevard County Board of County Commissioners in Official Records Book 3011, Page 3719, Public Records of Brevard County, Florida.

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

## (NOT A SURVEY)

### SHEET 2 OF 2

#### LEGAL DESCRIPTION:

##### PARCEL 1:

THE WEST  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 27, TOWNSHIP 23 SOUTH, RANGE 35 EAST, LESS LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3848, PAGE 3268, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

##### LESS AND EXCEPT:

A PARCEL OF LAND LYING IN THE NORTHEAST ONE-QUARTER OF SECTION 27, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE EAST  $\frac{1}{4}$  CORNER OF SAID SECTION 27 AND RUN N.  $00^{\circ}34'28''$  E ALONG THE EAST LINE OF THE SAID NORTHEAST ONE-QUARTER, A DISTANCE OF 75.02 FEET; THENCE S  $89^{\circ}13'35''$  W 166.05 FEET TO THE EAST LINE OF THE WEST  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 27; THENCE N  $00^{\circ}34'02''$  E ALONG SAID EAST LINE 19.65 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE S  $87^{\circ}24'42''$  W 31.11 FEET; THENCE S  $87^{\circ}40'14''$  W 29.08 FEET; THENCE N  $88^{\circ}16'17''$  W 28.54 FEET; THENCE N  $14^{\circ}24'56''$  E 45.43 FEET; THENCE N  $23^{\circ}03'38''$  E 34.26 FEET; THENCE N  $31^{\circ}49'42''$  E 62.30 FEET; THENCE N  $41^{\circ}34'13''$  E 49.28 FEET TO THE SAID EAST LINE OF THE WEST  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 27; THENCE S  $00^{\circ}34'02''$  W ALONG SAID EAST LINE 163.60 FEET TO THE POINT OF BEGINNING. CONTAINING 0.20 ACRES MORE OR LESS.

AND

##### PARCEL 2:

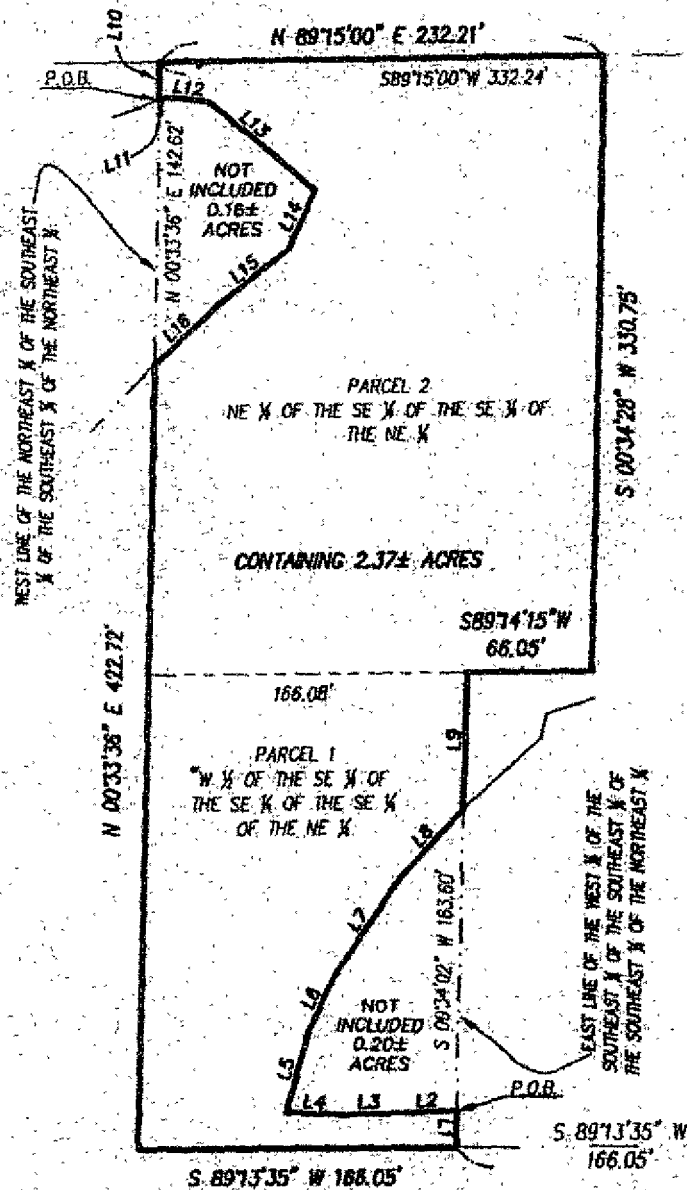
THE NORTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 27, TOWNSHIP 23 SOUTH, RANGE 35 EAST, LESS LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3011, PAGE 3719 AND OFFICIAL RECORDS BOOK 3011, PAGE 3720, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

##### LESS AND EXCEPT:

A PARCEL OF LAND LYING IN THE NORTHEAST ONE-QUARTER OF SECTION 27, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE EAST  $\frac{1}{4}$  CORNER SAID SECTION 27 AND RUN N.  $00^{\circ}34'28''$  E ALONG THE EAST LINE OF THE SAID NORTHEAST ONE-QUARTER, A DISTANCE OF 661.46 FEET; THENCE S  $89^{\circ}15'00''$  W 332.24 FEET TO THE WEST LINE OF THE NORTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 27; THENCE S  $00^{\circ}33'38''$  W ALONG SAID WEST LINE 21.23 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE N  $68^{\circ}38'42''$  E 4.50 FEET; THENCE S  $84^{\circ}35'07''$  E 21.25 FEET; THENCE S  $49^{\circ}46'18''$  E 54.34 FEET; THENCE S  $23^{\circ}03'06''$  W 34.68 FEET; THENCE S  $50^{\circ}47'27''$  W 48.96 FEET; THENCE S  $45^{\circ}15'23''$  W 44.24 FEET TO THE SAID WEST LINE OF THE NORTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 27; THENCE N  $00^{\circ}33'36''$  E ALONG SAID WEST LINE 142.62 FEET TO THE POINT OF BEGINNING. CONTAINING 0.16 ACRES MORE OR LESS.

THIS SKETCH AND DESCRIPTION CONTAINS 2 SHEETS. EACH SHEET IS NOT FULL OR COMPLETE WITHOUT THE OTHER. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER WHICH CAN BE FOUND ON SHEET 1 OF 2.

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION (NOT A SURVEY) SHEET 1 OF 2



PORT ST. JOHN ROAD  
150' PUBLIC R/W

GRISOM PARKWAY  
200' PUBLIC R/W

LINE TABLE		
LINE	LENGTH	BEARING
L1	19.65'	N00°34'02"E
L2	31.11'	S87°24'42"W
L3	29.08'	S07°40'14"W
L4	28.54'	N88°16'17"W
L5	45.43'	N14°24'56"E
L6	34.26'	N23°03'38"E
L7	62.30'	N31°48'42"E
L8	49.28'	N41°34'13"E
L9	72.49'	S00°34'02"W
L10	21.23'	S00°33'36"W
L11	4.50'	N68°38'42"E
L12	21.25'	S84°35'07"E
L13	54.34'	S48°46'18"E
L14	34.68'	S23°03'06"W
L15	48.96'	S50°47'27"W
L16	44.24'	S45°15'23"W

P.O.C.  
EAST 1/4 CORNER OF SEC. 27  
TWP 23S, RNG 35E

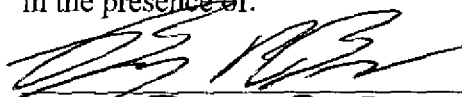
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## JOINDER BY MORTGAGEE

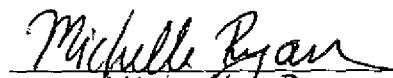
KNOW ALL MEN BY THESE PRESENTS:

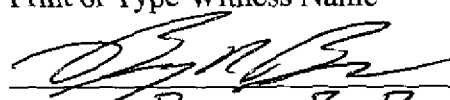
THAT, the undersigned, MICHAEL P. MELZER and LORI L. MELZER, husband and wife, and I.D.S. INTERNATIONAL, INC., a Florida corporation, the owner and holder of a Mortgage dated June 1, 2009 and recorded on June 4, 2009 in Official Records Book 5963, Page 2898, Public Records of Brevard County, Florida by the execution hereof consent to the recording of the Binding Development Plan recorded in Official Records Book \_\_\_\_, Page \_\_\_\_, Public Records of Brevard County, Florida and further covenant and agree that the lien of their Mortgage shall be and stand subordinate to such Binding Development Plan as if said Binding Development Plan had been executed and recorded prior to the recording of their Mortgage.


Signed, Sealed and Delivered  
in the presence of:

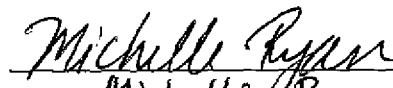
  
Bryan R. Burns  
Print or Type Witness Name

  
MICHAEL P. MELZER


  
Michelle Ryan  
Print or Type Witness Name

  
Bryan R. Burns  
Print or Type Witness Name

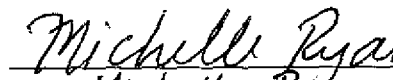
  
LORI L. MELZER

  
Michelle Ryan  
Print or Type Witness Name

I.D.S. INTERNATIONAL, INC., a Florida  
corporation

  
Bryan R. Burns  
Print or Type Witness Name

By:  President  
MICHAEL P. MELZER, as President

  
Michelle Ryan  
Print or Type Witness Name



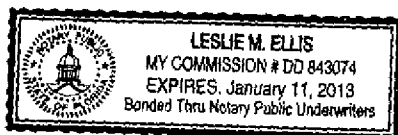
RETURN: Clerk to the Board #27

STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MICHAEL P. MELZER and LORI L. MELZER BANK who acknowledged executing the foregoing Joinder in the presence of two subscribing witnesses, freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid this 9<sup>th</sup> day of July, 2009.

[SEAL]



*Leslie M. Ellis*  
NOTARY PUBLIC

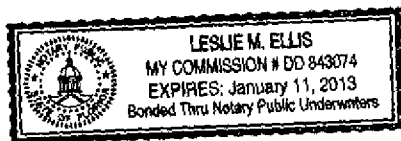
My Commission Expires: January 11, 2013

STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MICHAEL P. MELZER as President of I.D.S. INTERNATIONAL, INC., a Florida corporation, and that he acknowledged executing the foregoing Joinder on behalf of the corporation in the presence of two subscribing witnesses, freely and voluntarily, under authority duly vested in him by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 9<sup>th</sup> day of July, 2009.

[SEAL]



*Leslie M. Ellis*  
NOTARY PUBLIC

My Commission Expires: January 11, 2013

\\stacie\Parrish Medical Center-7474\7474.39- Rezoning (Pt St John)\joinder 7-8-09-j.doc