

Prepared by: Kimberly B. Rezanka  
Address: Lacey Lyons Rezanka  
1290 U.S. Highway 1, Suite 201  
Rockledge, FL 32940

## **BINDING DEVELOPMENT PLAN**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 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 NICHOLAS BOARDMAN and ANDREA BEDARD, (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-2-4 and RU-2-6 zoning classification(s) and desires to develop the Property as multi-family residential units, and pursuant to the Brevard County Code, Section 62-1157; and

WHEREAS, Developer/Owner and the County recognize the existing single-family home on the property as a buffer between the single-family residence to the east and the proposed development; and

WHEREAS, as part of its plan for development of the Property, Developer/Owner wishes to mitigate negative impacts on abutting landowners 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. 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 the Property to two (2) new duplexes and may be further restricted by any changes to the Comprehensive Plan or the Land Development Regulations.
4. The Developer/Owner agrees to install a high nutrient reduction septic system for any new residential units.
5. Duplexes' height shall be restricted to one story.
6. 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.
7. 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.
8. 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 October 6, 2022. In the event the subject Property is annexed into a municipality and rezoned, this Agreement shall be null and void.
9. 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.
10. 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 9, above.

11. 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:

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

\_\_\_\_\_  
Rachel M. Sadoff, Clerk of Court  
(SEAL)

\_\_\_\_\_, Chair  
As approved by the Board on \_\_\_\_\_

WITNESSES:

NICHOLAS BOARDMAN  
DEVELOPER/OWNER

Keith Boardman  
KEITH BOARDMAN  
(Witness Name typed or printed)

N Boardman  
26 Park Avenue, Rockledge, FL 32955

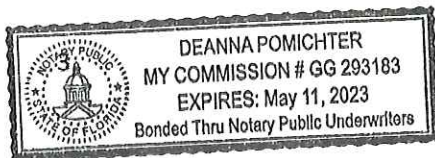
Larry Baker  
LARRY BAKER  
(Witness Name typed or printed)

STATE OF Florida §  
COUNTY OF Brevard §

The foregoing instrument was acknowledged before me, by means of X physical presence or \_\_\_\_\_ online notarization, this 6 day of Dec, 2022, by Nicholas Boardman, who is personally known to me or who has produced FL Driver's License as identification.

My commission expires  
SEAL  
Commission No.:

Deanna Pomichter  
Notary Public  
(Name typed, printed or stamped)



WITNESSES:

Keith Boardman  
KEITH BOARDMAN  
(Witness Name typed or printed)

Larry Baker  
LARRY BAKER  
(Witness Name typed or printed)

ANDREA BEDARD  
DEVELOPER/OWNER

Andrea Bedard

26 Park Avenue, Rockledge, FL 32955

STATE OF Florida §  
COUNTY OF Brevard §

The foregoing instrument was acknowledged before me, by means of physical physical presence or  
\_\_\_\_\_ online notarization, this 6 day of Dec, 2022, by Andrea Bedard, who is  
personally known to me or who has produced Dr. Deanna Pomichter as identification.

My commission expires  
SEAL  
Commission No.:

Deanna Pomichter  
Notary Public

(Name typed, printed or stamped)

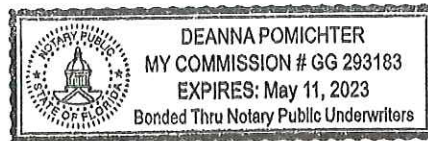


EXHIBIT "A" - LEGAL DESCRIPTION

LOT A (RU-2-6)

FROM SAID POINT OF BEGINNING COMMENCE N 68°10'00" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 150.87 FEET; THENCE, CONTINUE N 21°59'58" WEST A DISTANCE OF 199.97 FEET; THENCE, CONTINUE S 68°10'00" WEST A DISTANCE OF 142.43 FEET; THENCE, CONTINUE S 19°25'00" EAST TO THE POINT OF BEGINNING FOR LOT A.

LOT B (RU-2-4)

FROM SAID POINT OF BEGINNING COMMENCE N 68°10'00" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 150.87 FEET TO THE POINT OF BEGINNING FOR LOT B; THENCE, CONTINUE N 68°10'00" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 81.14 FEET; THENCE, CONTINUE N 25°37'00" WEST A DISTANCE OF 200.42 FEET; THENCE, CONTINUE S 68°10'00" WEST A DISTANCE OF 68.38 FEET; THENCE, CONTINUE S 21°59'58" EAST A DISTANCE OF 199.87 FEET TO THE POINT OF BEGINNING FOR LOT B.