

Prepared by: Kimberly B. Rezanka, Esq.
Address: Lacey Lyons Rezanka
1290 U.S. Highway 1, Ste 103
Rockledge, FL 32955

BINDING DEVELOPMENT PLAN (BDP)

THIS AGREEMENT, entered into this _____ day of _____, 2024 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and Christopher L. Espanet (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 a small-scale amendment to the County's Future Land Use Map from Residential (RES) 1 to RES 2 to develop the Property consistent with the Residential Professional (RP) zoning requirements and desires to develop the Property with a limit of one (1) unit per acre, 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 coastal resources, protect human life, and limit public expenditures in this area subject to natural disasters as its neighboring Coastal High Hazard Areas pursuant to Florida Statute 163.3178(8); 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 density to one (1) unit per acre and may be further restricted by any changes to the Comprehensive Plan or the Land Development Regulations.
4. The Developer/Owner shall provide appropriate mitigation to support the coastal management in the neighboring Coastal High Hazard Area as appropriate to include at the Site Plan review process.
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 _____. 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 7 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:

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

Rachel M. Sadoff, Clerk of Court
(SEAL)

Rita Pritchett, Chair
As approved by the Board on _____

WITNESSES:

DEVELOPER/OWNER
Christopher L. Espanet
345 NW 3rd Avenue, Delray Beach, FL 33444

(Witness Name typed or printed)

(Witness Name typed or printed)

STATE OF FLORIDA §

COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2024, by Aaron Reninger, who is personally known to me or who has produced _____ as identification.

My commission expires:
SEAL
Commission No.:

Notary Public
(Name typed, printed or stamped)

EXHIBIT "A"

LEGAL DESCRIPTION:

Condominium Unit No. 1, CASSEEKEE TRAILS, a Condominium, in accordance with and subject to the covenants, conditions, restrictions, terms and provisions of the Declaration thereof as set forth in the Declaration of Condominium recorded in Official Records Book 5460, at Page(s) 2504, of the Public Records of Brevard County, Florida.

Subject to restrictions, reservations and easements of record, if any, and taxes subsequent to 2004.