

Prepared by: Dalton Wainwright of Allen Engineering, Inc.
Address: 106 Dixie Lane, Cocoa Beach, FL 32931

BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this _____ day of _____, 20__ between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and Protea Senior Living Melbourne LLC, a Foreign 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 _____ IN(L) _____ zoning classification(s) and desires to develop the Property as an Assisted/Independent Living and Memory Care Facility, 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, 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. Developer/Owner shall provide a 15 foot buffer on the entire portion of the Property.
4. The Developer/Owner shall limit density to 28 units per acre and may be further restricted by any changes to the Comprehensive Plan or the Land Development Regulations.
5. The Developer/Owner shall limit ingress and egress to
Old Dixie Highway
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 12/1/22. 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.

12. This Agreement shall supersede and replace the Binding Development Plans entered into between The Board of County Commissioners of Brevard County and Happy Landing Homes, Inc. on December 13, 2005 and December 15, 2009 which Binding Development Plans shall, henceforth, be null and void.

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)

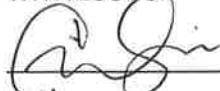
Rita Pritchett, Chair

As approved by the Board on _____

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

PROTEA SENIOR LIVING MELBOURNE LLC

WITNESSES:




Chiara Timmah
(Witness Name typed or printed)

17 San Simeon

Laguna Niguel, CA 92677

(Address)



Nick Bani
(Witness Name typed or printed)



(Manager)

Greg Spiro

(Name typed, printed or stamped)

STATE OF California §

COUNTY OF San Diego §

The foregoing instrument was acknowledged before me, by means of physical presence or
_____ online notarization, this 15 day of December, 2022, by

Gregory Spiro, President of Protea Senior Living Melbourne, LLC who is

personally known to me or who has produced Drivers licence as identification.

My commission expires *Aug 29, 2026*
SEAL
Commission No.: *2414159*

Notary Public

(Name typed, printed or stamped)

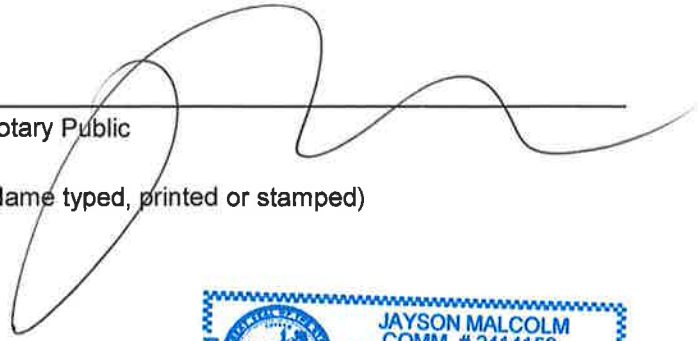
A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is fluid and cursive, with a large loop at the beginning and a long tail extending to the right.

EXHIBIT "A"

PARCEL I:

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 875.07 feet North of the Southeast corner of the NE 1/4 of the SW 14 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 48 seconds East a distance of 152.27 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 163.05 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. 7004-2503; 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 31 degrees 47 minutes 39 seconds West 122.20 feet; thence West 74.27 feet to the Point of Beginning.

PARCEL II:

Lot 12.05 Section 19, Township 26, Range 37, part of Lot 3 as described in Deed Book 427, Page 215, except Official Records Book 521, Page 471, known as part of Lot 12, of Indian River Villa, recorded in Deed Book 318, Page 182, except CSWY, right of way, Public Records of Brevard County, Florida. AND Lot 12.09, Section 19, Township 26, Range 37, Part of Government Lot 3, as described in Official Records Book 521, Page 471 known as part of Lot 12 of Indian River Villa, recorded in Deed Book 318, at Page 182, excluding CSWY right of way, Public Records of Brevard County, Florida.

PARCEL III:

A parcel of land in Lot 13 of INDIAN RIVER VILLAS, a subdivision according to plat thereof as recorded in Deed Book 318, Page 182, of the Public Records of BREVARD County, Florida, being more particularly described as follows: Begin at the point of intersection of the North line of said Lot 13 and with the East right-of-way line of State Road 5 (Old Dixie Highway), which is also the West right-of-way line of survey service road; thence run North 89°38'35" East along said North line of Lot 13 a distance of 31.42 feet to the East right-of-way line of the said survey service road, the point of

beginning; thence continue North 89°38'35" East along said North line of Lot 13 a distance of 230.12 feet; thence South 41°54'38" West and parallel to the West right-of-way line of Pineda Causeway (S.R. 404) a distance of 104.0 feet; thence North 88°07'41" West a distance of 137.94 feet to a point of intersection of the East line of the said survey service road (a 30 foot R/W); thence North 17°40'24" West along said East right-of-way line of survey service road a distance of 75.00 feet to the Point of Beginning.

PARCEL IV:

A parcel of land in Lot 13 of INDIAN RIVER VILLAS, a subdivision according to plat thereof as recorded in Deed Book 318, Page 182, of the Public Records of BREVARD County, Florida, being more particularly described as follows: Begin at the point of intersection of the North line of said Lot 13 and with said East right-of-way line of State Road 5 (Old Dixie Highway), which is also the West right-of-way line of survey service road; thence run North 89°38'35" East along said North line of Lot 13 a distance of 261.54 feet to the point of beginning; thence continue North 89°38'35" East along said North line of Lot 13 a distance of 112.56 feet; thence South 41°54'38" West along said West right-of-way of Pineda Causeway (S.R. 404) a distance of 265.67 feet to a right-of-way monument of Pineda Causeway (S.R. 404); thence South 14°41'36" West a distance of 3.53 feet; thence South 89°38'35" West along said South line of Lot 13 a distance of 100.72 feet to a point of intersection of said South line of Lot 13 and the East right-of-way of the survey service road (a 30 foot right-of-way); thence North 17°40'24" West along the East right-of-way line of said survey service road a distance of 134.50 feet; thence South 88°07'41" East a distance of 137.94 feet; thence North 41°54'38" East a distance of 104.00 feet to the Point of Beginning.