

Prepared by: Kimberly B. Rezanka, Esq.
Lacey Lyons Rezanka
1290 U.S. Highway 1, Ste. 201
Rockledge, FL 32955

BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this _____ day of _____, 2021, between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as "County") and **SGS CEDAR LAKE, LLC**, a Florida limited liability company, (hereinafter collectively referred to as "Developer/Owner"); and hereby replaces in its entirety the Binding Development Plan recorded in Official Records Book 5683, Page 716, Public Records of Brevard County, Florida.

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 TR-1 zoning classification(s) and desires to develop the Property as a manufactured home subdivision, 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 impact 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 this 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 6-foot high opaque fence on the Property adjacent to any residentially zoned property.
4. The Developer/Owner shall limit density to a total of **150** units on the Property and may be further restricted by any changes to the Comprehensive Plan or the Land Development Regulations.
5. Vehicular access to Vineland Street from the Property is prohibited.
6. The Developer/Owner will not utilize septic tanks for homes developed on the Property.
7. Developer/Owner will provide a 15-foot perimeter buffer tract along all property boundaries which shall be platted as a common tract, separate from individual lots.
8. Developer/Owner shall limit access to Cedar Lake Drive to an emergency access for the benefit of Brevard County with a locked gate, if such emergency access is required by Brevard County or due to any existing easement encumbering the Property.
9. 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 Comprehensive Plan or land development regulations as they may apply to this Property.
10. Developer/Owner, upon execution of this Agreement, shall pay to the Clerk of Court the cost of recording this Agreement in the Public Records of Brevard County, Florida.
11. 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 conditions as approved by the Board of County Commissioners on 3/23/21. In the event the

subject Property is annexed into a municipality and rezoned, this Agreement shall be null and void.

12. 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 may be amended.

13. Conditions precedent. All mandatory conditions set forth in this Agreement mitigate the potential for incompatibility and must be satisfied before Developer/Owner 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 11 above.

14. Severability. If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions 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

_____, Clerk
(SEAL)

Rita Pritchett, Chair
As approved by the Board on _____

WITNESSES:

Kimi Rezanka

Kimi Rezanka

(Witness Name typed or printed)

Patricia L. Clark

Patricia L. Clark

(Witness Name typed or printed)

SGS CEDAR LAKE, LLC, a Florida Limited Liability Company,
as DEVELOPER/OWNER
831 NE 20th Avenue
Fort Lauderdale, FL 33304

Nicholas Dottore

NICHOLAS J. DOTTORE, as Authorized
Signatory and Managing Member of
SGS Cedar Lake, LLC

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of physical presence, on June 17, 2021, by Nicholas J. Dottore, duly Authorized Signatory and Managing Member of SGS Cedar Lake, LLC, a Florida limited liability company, who is personally known to me.



Patricia L. Clark
Comm. # GG363212
Expires: October 1, 2023
Bonded Thru Aaron Notary

Patricia L. Clark

Notary Public – Patricia L. Clark
My commission expires: 10/1/2023

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

A parcel of land lying in Section 24, Township 23 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 24 and run North 01° 35' 53" West along the East line of said Section 24, a distance of 1329.95 feet to the Southeast corner of the North Half of the Southeast Quarter, the Point of Beginning; thence continue North 01° 35' 53" West along said East line, a distance of 979.95 feet to a point located 350.00 feet South of the East Quarter corner of Section 24, said point being on the South line of lands per Official Records Book 661, Page 1026; thence South 88° 12' 37" West along the South line of said lands, a distance of 1170.07 feet to a point on the East right-of-way line of the Florida East Coast Railroad (a 100 foot right of way); thence South 20° 05' 13" East long said East Right of Way line, a distance of 1023.78 feet to a point on the South line of the North Half of the Southeast Quarter; thence N01th 88° 44' 52" East along said South line, a distance of 845.42 feet to the Point of Beginning.

PARCEL 2:

A portion of land lying in Government Lot 1, Section 24, Township 23 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Government Lot 1, said point also being the Point of Beginning of the herein described parcel; from said point run South 89° 41' 21" West along the South line of Government Lot 1 to the East right of way of the Florida East Coast Railroad (a 100 foot right of way), a distance of 1286.68 feet; thence North 18° 32' 20" West along said East right of way to the South line of Delespine Grant, a distance of 666.48 feet; thence run North 75° 10' 20" East along said South line of Delespine Grant, a distance of 1549.31 feet; thence run South 0° 03' 29" East along land described in Deed Book 440, Page 584 and Clearview Terrace Subdivision, as recorded in Plat Book 12, Page 46, of the Public Records of Brevard County, Florida, a distance of 1021.91 feet to the Point of Beginning.

PARCEL 3:

Lot 12, COWAN'S TRAILER PARK, as recorded in Survey Book 4, Page 53, Public Records of Brevard County, Florida, more particularly described as follows:

Commence at the Southeast corner of Section 24, Township 23 South, Range 35 East; thence North 0° 11' 08" East along the East line of said Section 24, 1329.98 feet; thence North 89° 28' 02" West, 311.58 feet to the Point of Beginning; thence South 0° 31' 58" West, 150.00 feet to the North Right of Way line of Cowan Road; thence North 89° 28' 02" West, along said Right of Way line, 145.20 feet; thence North 0° 31' 58" East 150.00 feet; thence South 89° 28' 02" East, 145.20 feet to the Point of Beginning TOGETHER WITH a 5.00 foot utility easement along the front and side lot lines.

PARCEL 4:

A parcel of land lying in Section 24, Township 23 South, Range 35 East, Brevard County, Florida, and being more particularly described as follows:

Commence at the East Quarter corner of said Section 24 and run South 01° 35' 53" East, along the East line of said Section 24, a distance of 350.17 feet; thence run South 88° 12' 37" West, a distance of 1064.74 feet to the Point of Beginning; thence continue South 88° 12' 37" West, a distance of 105.33 feet to a point on the East right of Way line of the Florida East Coast Railroad; thence run North 20° 05' 13" West along said East right of way line, a distance of 368.53 feet; thence run North 88° 11' 50" East, a distance of 105.33 feet; thence run South 20° 05' 13" East parallel to said East right of way line, a distance of 368.53 feet to the Point of Beginning.

Descriptions of Tract "C" and "D"

A parcel of land lying in Section 19, Township 23 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the West Quarter corner of said Section 19, and run North along the West line of said Section 19, a distance of 489.48 feet to the Northwest corner of the PLAT OF CLEARVIEW TERRACE, as recorded in Plat Book 12, Page 46, Public Records of Brevard County, Florida, the Point of Beginning; thence continue North, along the West line, a distance of 533.17 feet to a point on the South line of PORT ST. JOHN UNIT ONE, as recorded in Plat Book 13, Page 126, of said Public Records; thence run North 75° 10' 20" East, along said South line, a distance of 505.39 feet; thence South 14° 35' 25" East, parallel with the West right of way line of U.S. Highway No. 1, a distance of 571.94 feet to a point on the No1th line of said PLAT OF CLEARVIEW TERRACE; thence South 80° 13' 23" West, along said North line of subdivision, a distance of 641.95 feet to the Point of Beginning.

AFFIDAVIT OF NO MORTGAGE

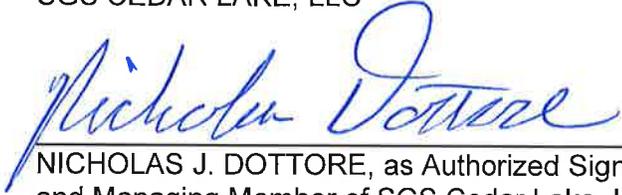
Nicholas J. Dottore, as Authorized Signatory and Managing Member of SGS Cedar Lake, LLC, a Florida Limited Liability Company, after being duly sworn, deposes and says:

1. I am the owner of the real property as more particularly described in **Exhibit "A"** attached hereto.

2. There are no mortgages on the Property.

Dated June 17, 2021

SGS CEDAR LAKE, LLC



NICHOLAS J. DOTTORE, as Authorized Signatory
and Managing Member of SGS Cedar Lake, LLC
831 NE 20th Avenue
Fort Lauderdale, FL 33304

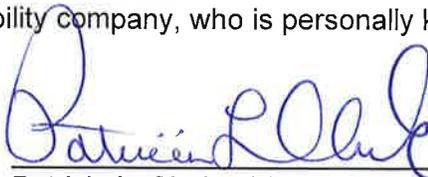
STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of physical presence, on June 17, 2021, by Nicholas J. Dottore, duly Authorized Signatory and Managing Member of SGS Cedar Lake, LLC, a Florida limited liability company, who is personally known to me.



Patricia L. Clark
Comm. #GG363212
Expires: October 1, 2023
Bonded Thru Aaron Notary



Patricia L. Clark – Florida Notary Public
My Comm. Expires: 10/1/2023

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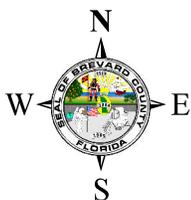
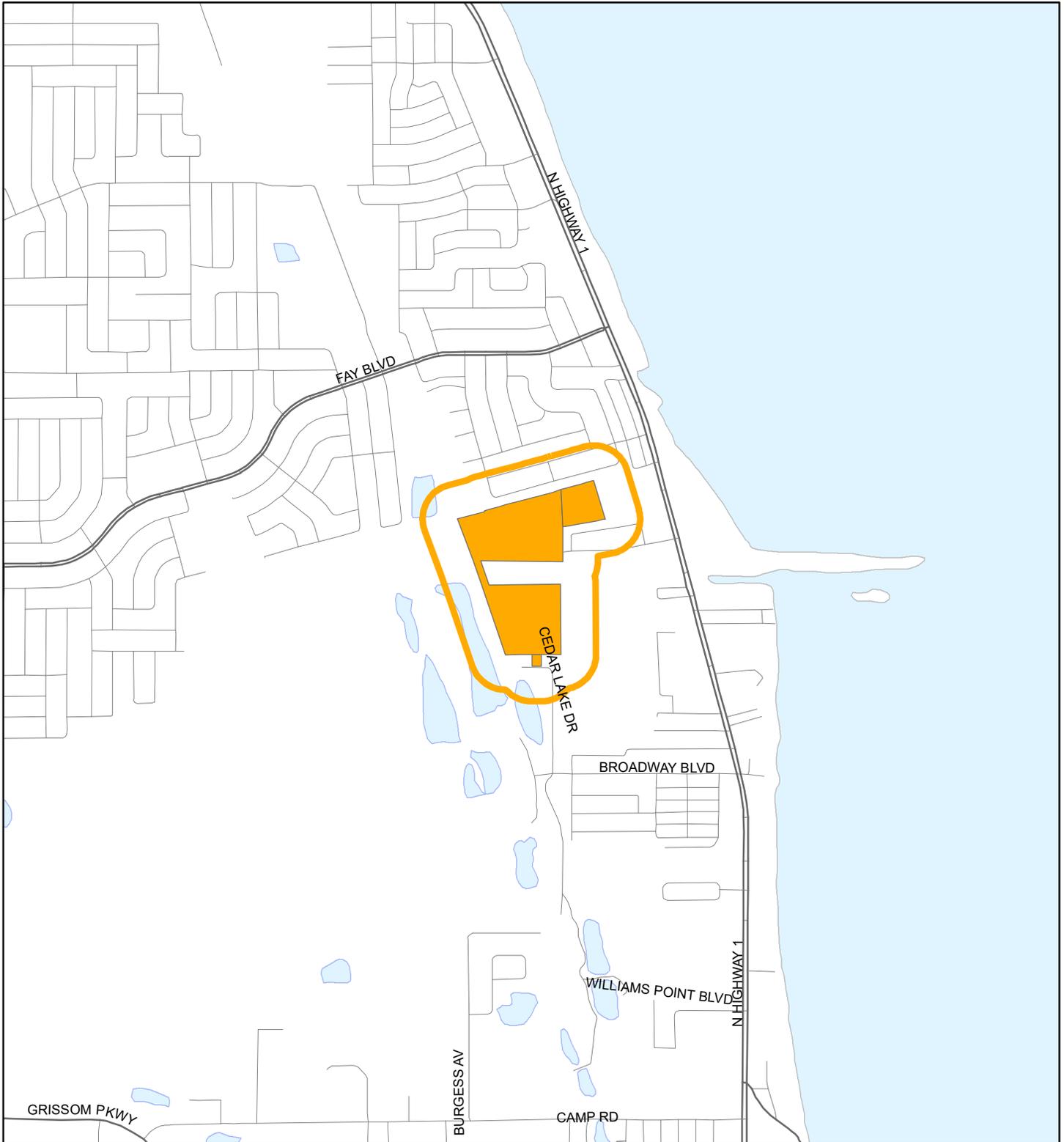
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LOCATION MAP

5971 CEDAR LAKE DRIVE REVOCABLE LAND TRUST and U.S. HIGHWAY NO. 1 COMMERCIAL LAND TRUST
20Z00036



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

Buffer Distance: 500 feet

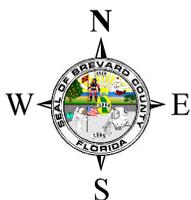
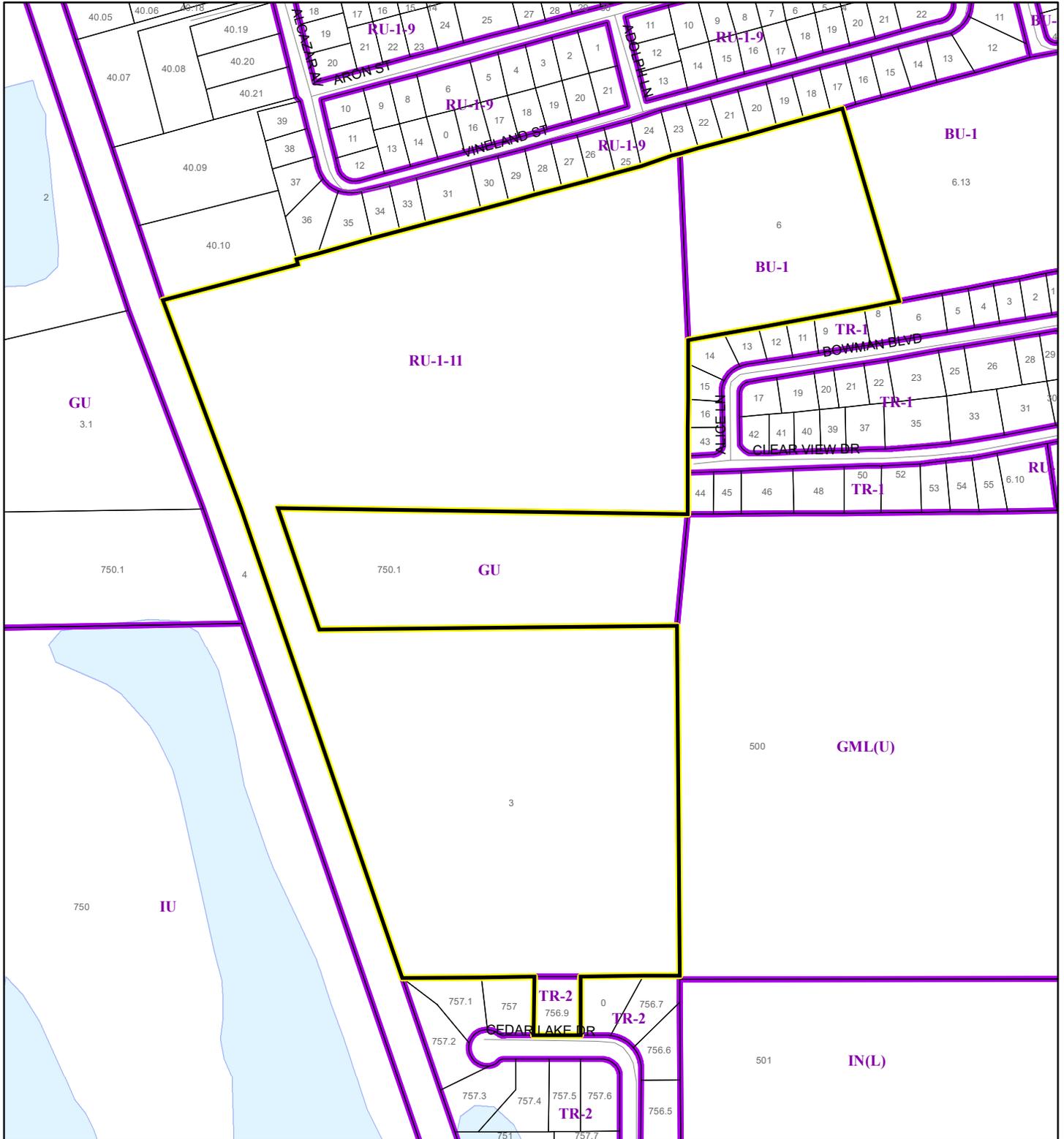
This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 11/9/2020

-  Buffer
-  Subject Property

ZONING MAP

5971 CEDAR LAKE DRIVE REVOCABLE LAND TRUST and U.S. HIGHWAY NO. 1 COMMERCIAL LAND TRUST
20Z00036



1:4,800 or 1 inch = 400 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: 11/10/2020

-  Subject Property
-  Parcels
-  Zoning

H. PUBLIC HEARINGS

Port St. John Dependent Special District Board
Wednesday, March 3, 2021, at 6:00 p.m.
Brevard County Government Center
2725 Judge Fran Jamieson Way, Building C, First Floor, Viera

And

Local Planning Agency
Monday, March 8, at 3:00 p.m.
Brevard County Government Center
2725 Judge Fran Jamieson Way, Building C, First Floor, Viera

And

Brevard County Board of County Commissioners
Thursday, March 23, 2021, at 9:00 a.m.
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. 5971 Cedar Lake Drive Revocable Land Trust and U.S. Highway No. 1 Commercial Land Trust** (Kim Rezanka) requests a change of zoning classification from RU-1-11 (Single-Family Residential), TR-2 (Single-Family Mobile Home), and BU-1 (General Retail Commercial) with a BDP (Binding Development Plan) to TR-1 (Single-Family Mobile Home) with a BDP limited to 200 units. The property is 58.04 +/- acres, located on the north side of Cedar Lake Dr., approx. 0.31 mile north of Broadway Blvd.; also located at the west end of Clearview Dr. (No assigned address. In the Cocoa area.) (20Z00036) (Tax Accounts 2310971, 2310861, and 2316173) (District 1)

Port St. John Board Recommendation: Rupe/Porter-Hyde - Denied. The vote was unanimous.

Local Planning Agency Recommendation: Filiberto-Buchanan - Approved with a BDP, as revised limited to 150 units, and with the additional stipulation that the project be connected to sewer. The vote passed unanimously.

Board of County Commissioners Action of 03/23/21: Smith/Lober - Approved with a BDP as submitted 03/22/21 with the following conditions: Developer/Owner shall provide a 6-foot high opaque fence on the Property adjacent to any residentially zoned property; Developer/Owner shall limit density to a total of 150 units on the Property and may be further restricted by any changes to the Comprehensive Plan or the Land Development Regulations; vehicular access to Vineland Street from the Property is prohibited; Developer/Owner will not utilize septic tanks for homes developed on the Property; Developer/Owner will provide a 15-foot perimeter buffer tract along all property boundaries which shall be platted as a common tract, separate from individual lots; Developer/Owner shall limit access to Cedar Lake Drive to an emergency access for the benefit of Brevard County, with a locked gate, if required by Brevard County or due to any existing easement encumbering the Property. The BDP 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 BDP.



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

March 24, 2021

MEMORANDUM

TO: Tad Calkins, Planning and Development Director

RE: Item H.2., 5971 Cedar Lake Drive Revocable Land Trust and U.S. Highway No. 1 Commercial Land Trust (Kim Rezanka) Requests a Change of Classification from RU-1-11, TR-2, and BU-1, with a Binding Development Plan (BDP), to TR-1 with a BDP Limited to 150 Units (20Z00036) (Tax Accounts 2310971, 2310861, and 2316173)

The Board of County Commissioners, in regular session on March 23, 2021, conducted the public hearing and approved changing the zoning classification from RU-1-11 (Single-Family Residential), TR-2 (Single-Family Mobile Home), and BU-1 (General Retail Commercial) with a BDP, to TR-1 (Single-Family Mobile Home) limited to 150 units, and with a revised BDP submitted on March 22, 2021.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell, Clerk to the Board

/ds