

RETURN: Clerk to the Board #27

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

**BINDING DEVELOPMENT PLAN**  
**G&D DEVELOPERS, L.C.**

THIS AGREEMENT, entered into this 28<sup>th</sup> day of October, 2008, between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and G&D DEVELOPERS, L.C., a Florida Limited Liability Company (hereinafter referred to as "Owner").

**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 requested the EU zoning classification and desires to develop the Property for Residential uses pursuant to the Brevard County Code, Section 62-1157; and

WHEREAS, as part of its plan for development of the Property, Owner wishes to mitigate negative impact 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. 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 Associ-

ation and/or assigns satisfactory to the County shall be responsible for the maintenance of any improvements.

2. The following restrictions shall apply to said subdivision:
  - A. There shall be a 15 foot natural buffer on the exterior of the subdivision;
  - B. There shall be no access for said subdivision to Indian River Drive;
  - C. The number of lots shall not exceed 7;
  - D. The subdivision shall have no access to Parkchester subdivision.
  - E. The minimum house size shall be 2,200 square feet under air;
  - F. The subdivision shall have an Association to maintain common elements and architectural control.
  - G. The Property shall have EU zoning.

3. Owner shall comply with all regulations and ordinances of Brevard County, Florida. This Agreement constitutes Owner's agreement to meet the above 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.

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


5. 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

RETURN: Clerk to the Board #27

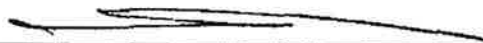
or indirectly to the subject Property, and be subject to the above referenced conditions as approved by the Board of County Commissioners on September 4, 2008. In the event the subject Property is annexed into a municipality and rezoned, this Agreement shall be null and void.

6. 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


  
Truman Scarborough, Chairman  
As approved by the Board on 10/28/08

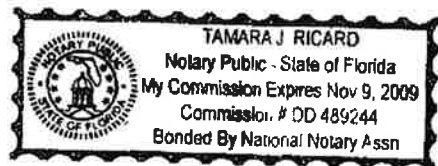
STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 28 day of October, 2008 by Truman Scarborough, Chairman of the Board of County Commissioners of Brevard County, Florida who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires

SEAL  
Commission No.:

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



30

RETURN: Clerk to the Board #27

WITNESSES:

Linda M. King  
LINDA M. KING  
Witness Name typed or printed  
James A. McLean  
TINA L. McGRAW  
Witness Name typed or printed

OWNER  
G&D DEVELOPERS, L.C.,  
a Florida Limited Liability Company

George W Papp  
(Name)  
537 SPRING LAKE DR -MLB, FL  
(Address)  
mg mbr  
(President)  
George W PAPP  
(Name typed, printed or stamped)

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 14th day September 2008 by George Papp as Manager of G&D Developers, L.C, a Florida Limited Liability Company, who is personally known to me or who has produced N/A as identification.

My commission expires:  
SEAL  
Commission No.:

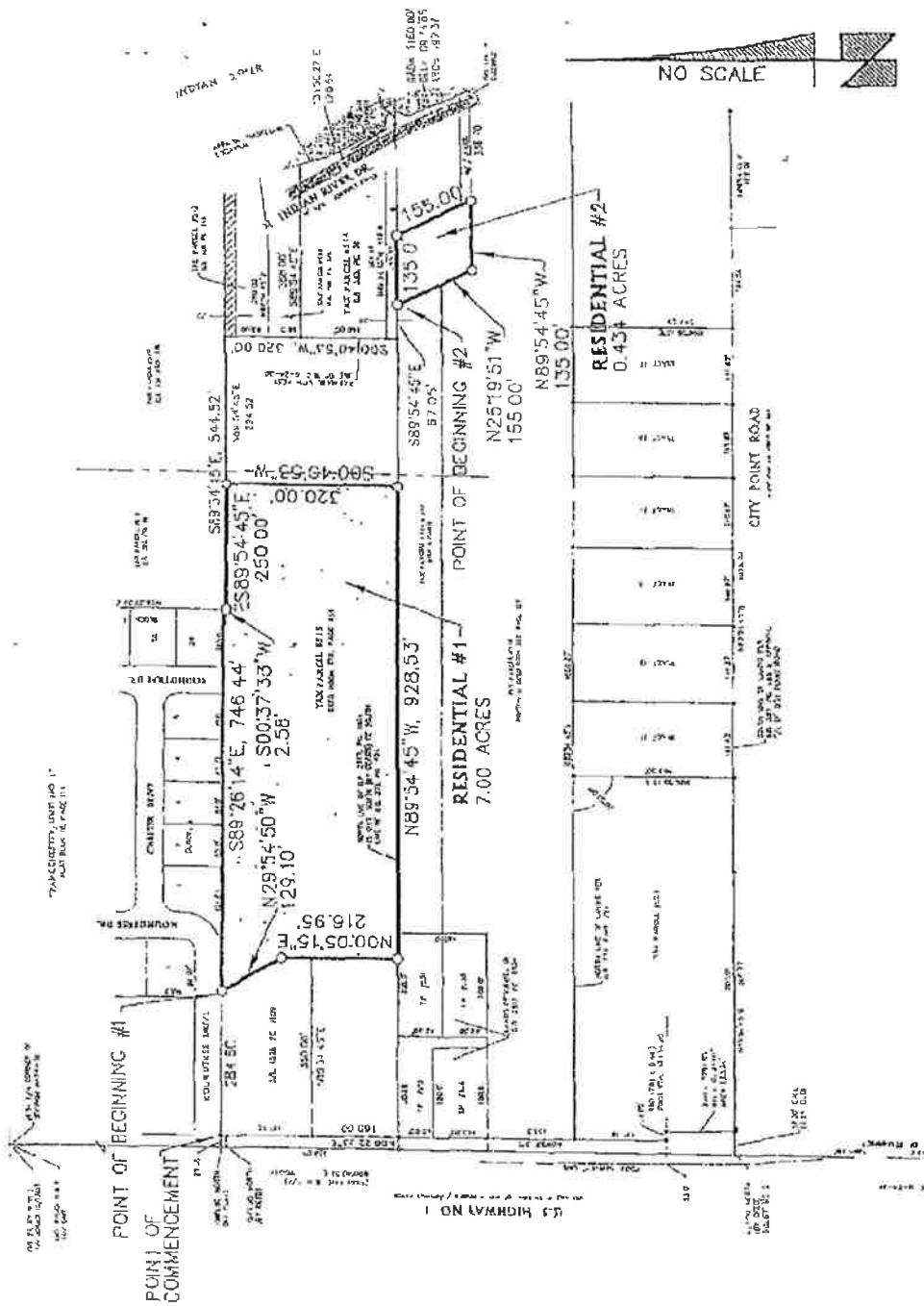
Linda M. King  
Notary Public  
LINDA M. KING  
(Name typed, printed or stamped)



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# SKETCH TO ACCOMPANY DESCRIPTION

THIS SKETCH IS NOT A "BOUNDARY SURVEY"



DRAWN BY: RMP  
 CHK'D BY:  
 DATE: 10/30/07  
 JOB #: 98-429-4

PREPARED FOR AND CERTIFIED TO:  
 SKETCH & DESCRIPTION FOR:  
**G & D DEVELOPERS, LC**

**r.m. packard**  
 surveying & mapping inc.  
 1013 ROCKLEDGE DRIVE  
 ROCKLEDGE, FLORIDA 32955  
 TEL.: (321) 632-6335

SHEET 1 OF 2

EXHIBIT  
 1 of 2

32

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**SKETCH TO ACCOMPANY DESCRIPTION**  
THIS SKETCH IS NOT A "BOUNDARY SURVEY"

DESCRIPTION - RESIDENTIAL #1

A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT A 4 INCH BY 4 INCH CONCRETE MONUMENT, WHICH MARKS THE SOUTHWEST CORNER OF "PARKCHESTER, UNIT NO. 1", RECORDED IN PLAT BOOK 18 PAGE 114 OF THE PUBLIC RECORDS OF BREVARD COUNTY FLORIDA, AND RUN S 89°23'14"E., ALONG THE SOUTH LINE OF SAID SUBDIVISION, A DISTANCE OF 281.60 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN O.R. 4526, PAGE 2109 OF THE PUBLIC RECORDS OF BREVARD COUNTY FLORIDA, THE POINT OF BEGINNING. THENCE CONTINUE S 89°25'14"E., ALONG SAID SOUTH LINE OF "PARKCHESTER, UNIT NO. 1", A DISTANCE OF 746.44 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION, THENCE S 60°37'33"W. ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 2.58 FEET, TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN O.R. 323, PAGE 90 OF SAID PUBLIC RECORDS, THENCE S 89°54'45"E. ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 250.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS, THENCE DEPARTING SAID SOUTH LINE, RUN S 00°40'53"W., A DISTANCE OF 320.00 FEET TO A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN DEED BOOK 372, PAGE 451 THENCE N 89°54'45"W., ALONG SAID SOUTH LINE, A DISTANCE OF 928.53 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF AFORESAID LANDS DESCRIBED IN O.R. 4526, PAGE 2109, THENCE N 00°05'15"E., ALONG SAID EXTENSION AND SAID EAST LINE, A DISTANCE OF 216.95 FEET TO AN ANGLE POINT, THENCE N. 29°54'50"W., ALONG AN EASTERLY LINE OF SAID LANDS A DISTANCE OF 129.10 FEET TO THE POINT OF BEGINNING, CONTAINING 7.00 ACRES.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, LIMITATIONS AND / OR RIGHTS OF WAY OF RECORD.

EXHIBIT  
A  
2 of 2

(3)

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THIS INSTRUMENT PREPARED BY  
AND RETURN TO:  
JOHN H. EVANS, ESQUIRE  
1702 S. WASHINGTON AVE  
TITUSVILLE, FL 32780

**JOINDER IN BINDING DEVELOPMENT PLAN**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the authorized agent and signatory for the owner and holder of the following mortgages:

First Mortgage recorded on August 20, 2001 in Official Records Book 4404, Page 0975, further evidenced by Modification of Mortgage dated July 15, 2002, recorded on August 26, 2002 in Official Records Book 4667, Page 3227, further evidenced by Modification of Mortgage dated July 15, 2003, recorded on July 31, 2003 in Official Records Book 4998, Page 1828, further evidenced by Modification of Mortgage dated July 15, 2004, recorded on August 12, 2004 in Official Record Book 5347, Page 7706, further evidenced by Modification of Mortgage dated January 15, 2005, recorded on February 2, 2005 in Official Records Book 5416, Page 4076, further evidenced by Modification of Mortgage dated July 15, 2005, recorded on August 12, 2005 in Official Records Book 5515, Page 5258, further evidenced by Modification of Mortgaged dated July 15, 2006, recorded on August 15, 2006 in Official Records Book 5685, Page 1116, further evidenced by Modification of Mortgage dated July 15, 2007, recorded on August 9, 2007 in Official Record Book 5803, Page 90 of the Public Records of Brevard County, Florida and further modified by Modification of Mortgage dated July 15, 2008 and recorded in Official Records Book 5886, Page 3181, Public Records of Brevard County, Florida.

Second Mortgage recorded on August 20, 2002, recorded in Official Records Book 4663, Page 3371, further evidenced by limitation of right of future advances dated July 12, 2002, recorded on August 20, 2002 in Official Records Book 4663, Page 3369, further evidenced by

RETURN: Clerk to the Board #27

Modification of Mortgage dated July 12, 2003, recorded on July 30, 2003 in Official Records Book 4997, Page 3348, further evidenced by Modification of Mortgage dated July 12, 2004, recorded on August 12, 2004 in Official Records Book 5347, Page 8160, further evidenced by Modification of Mortgage dated January 12, 2005, recorded on February 2, 2005 in Official Records Book 5416, Page 4072, further evidenced by Modification of Mortgage dated July 12, 2005, recorded August 12, 2005 in Official Records Books 5515, Page 5254, further evidenced by Modification of Mortgage dated July 12, 2006, recorded on August 15, 2006 in Official Records Book 5685, Page 3904, further evidenced by Modification of Mortgage dated July 12, 2007, recorded on August 9, 2007 in Official Records Book 5802, Page 9690 of the Public Records of Brevard County, Florida. Further modified by Mortgage Modification of Mortgage dated July 12, 2008 and recorded in Official Records Book 5886, Page 3100, Public Records of Brevard County, Florida.

Third Mortgage dated August 4, 2008 and recorded in Official Records Book 5886, Page 3185 in the Public Records of Brevard County, Florida and encumbering lands described in said Mortgages.

I do hereby consent to the Binding Development Plan attached as Exhibit "A" for the purpose of subordinating the lien of the undersigned's Mortgage to said Binding Development Plan.

WITNESSES:

*[Signature]*  
EINA ZAVALLA  
Witness Printed Name  
*[Signature]*  
KAREN WHITE  
Witness Printed Name

FLORIDA BUSINESS BANK  
340 N. Harbor City Blvd.  
Melbourne, FL 32935

By: *[Signature]*  
Authorized Agent's Signature  
Printed Name: William C Koehne  
As: SVP



RETURN: Clerk to the Board #27

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 19th day of September, 2008 by WILLIAM C. KOEHLER, as S.V.P. of Florida Business Bank who is personally known to me or who has produced \_\_\_\_\_ as identification.

My Commission Expires: 11/20/09

  
Notary Public

SEAL

**EINA V. ZAVALLA**  
Notary Public, State of Florida  
My comm. exp. Nov. 20, 2009  
Comm. No. DD 492338

\_\_\_\_\_  
Name typed, printed or stamped