

Prepared by: _____
Address: _____

BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this 16th day of July 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 Alexis, Rosemary Estevez and Brandon A. DeJesus (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 BU-2 zoning classification(s) and desires to develop the Property as Mobile Homes Sales 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 limit use to all BU-1 uses, only mobile home sales from the BU-2 zoning district.

4. The Developer/Owner shall prohibit access to Andre Road.
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 July 11, 2024. 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 8 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 Vice 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.)

WITNESSES:

(INSERT BUSINESS NAME or INDIVIDUAL NAME(S))
as DEVELOPER/OWNER

[Signature]
Thomas Raghames Tueros
(Witness Name typed or printed)

Alexis Raul DeJesus, Brandon Alexis DeJesus, Rosemary Estevan DeJesus

3003 US Highway 1 Mims, FL 32751
(Address)

[Signature]
Alexis Raul DeJesus
(Witness Name typed or printed)

[Signature] [Signature] [Signature]

Alexis Raul DeJesus, Brandon Alexis DeJesus, Rosemary Estevan DeJesus
(President)

(Name typed, printed or stamped)

STATE OF Florida §

COUNTY OF Orange §

The foregoing instrument was acknowledged before me, by means of physical presence or _____ online notarization, this 24 day of September, 2024, by

Alexis R. DeJesus, Rosemary Estevan DeJesus, and Brandon A. DeJesus, President of Property Owners, who is personally known to me or who has produced FL Driver License as identification.

My commission expires 2/13/2027
SEAL
Commission No.:
HH343531



ASHLEY PEREZ
Notary Public
State of Florida
Comm# HH343531
Expires 2/13/2027

[Signature]
Notary Public
Ashley Perez
(Name typed, printed or stamped)

A separate sheet for exhibit A that denotes the legal description of the property involved with the application; as well as all exhibits listed in the body of the BDP.

Site Address:

3003 HIGHWAY 1 MIMS FL 32754

Parcel ID:

21-35-07-00-37

Land Description:

PART OF SE 1/4 OF NE 1/4 AS DESC IN DB 368 PG 324; ORB 1982 PG 91; 2096 PG 1905 & PT OF E 1/2 OF SE 1/4 AS DESC IN DB 330 PG 362 EXC HWY R/W PARS 00-40, 71, 751

Owners:

Alexis Raul DeJesus

Rosemary Estevez DeJesus

Brandon Alexis DeJesus