

Prepared by: BSE Consultants, Inc.
Address: 312 S. Harbor City Blvd. Suite 4
Melbourne FL 32901

BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this ___ day of _____ between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and Mehran Ghaeenzadeh (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 is requesting BU-2 (Retail, Warehousing and Wholesale Commercial) zoning for future development of the parcel as a three-story storage warehouse pursuant to the Brevard County Code, Sec. 62-1483 (7) 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 authorized to regulate development of the property

NOW THEREFORE, the parties agree as follows:

1. Developer/Owner shall provide a 100' deep and 649' wide buffer on the southernmost portion of the property. A portion of this 100' may be used for water retention and/or surface drainage channels (not larger than 50' by length of 449') however a minimum of 50' maintained landscape buffer (a combination of existing trees and vegetation and new landscape) shall be maintained.
2. Developer/Owner shall provide drainage channels on the southernmost portion of the property to maintain conveyance of runoff from adjacent parcels to public drainage systems. Drainage channels shall be sized based on existing drainage patterns and land use.
3. 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.

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4. Developer/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 or indirectly to the subject property.

IN WITNESS THEREOF, the parties hereto have caused these presents to be signed all as of the date and year first written above.

Mehran Ghaeenezadeh Date
Developer/Owner
Mehran Construction Co, Inc.
1704 Aurora Road
Melbourne, FL 32935

Board of County Commissioners
as approved by the Board on

The foregoing instrument was acknowledged before me this ____ day of _____, by _____, who is personally known to me or who has produced _____ as identification.

My commission expires _____
SEAL
Commission No.

(Name typed, printed, or stamped)

, Clerk