

Prepared By: Robert Robinson III

Address: 5454 Riveredge Drive, Titusville, FL. 32780

Binding Development Plan

THIS AGREEMENT, entered into this 1st day of May 2025 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as “County”) and RHR CONSTRUCTION & DEVELOPMENT LLC., a 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 RU-1-11 ZONING CLASSIFICATION, and desires to develop the Property as 2 (two) single family residential units, AND pursuant to 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 landowners and affected facilities or services; drainage ditch within property boundary lines; 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. Prior to site development, the Developer/Owner shall submit an engineering study, signed and sealed by a professional engineer, showing no adverse drainage impacts on the surrounding streets.
4. 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.
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 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 the 6th day of February 2025. 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 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.

7. 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 conditions is a violation of this Agreement and constitutes a violation of the Zoning Classification and is subject to enforcement action as described in Paragraph 6 above.
8. 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW

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 Sadoff, Clerk
(SEAL)

Rob Feltner, 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

Jessie Midgett
(Witness Name typed or printed)

444 H. H. H. H. (RHR Construction)
640 Amor Drive Loxley, FL 32927
(Address)

Merida Donnelly
(Witness Name typed or printed)

(President)

(Name typed, printed or stamped)

STATE OF Florida §
COUNTY OF Brevard §

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or
____ online notarization, this 24th day of April, 2025, by
Robert Robinson III, President of _____, who is
personally known to me or who has produced FL DL as identification.

My commission expires 10/17/25
SEAL
Commission No.: HH 187706

Notary Public
(Name typed, printed or stamped)

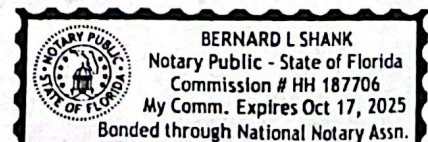


Exhibit A

The Part of Tract B lying East of Official Records Book 3502, Page 4474 and East of the most easterly line of Parcel C in Official Records Book 3468, Page 493, Port St. John Unit Eight, according to the map or plat thereof, as recorded in Plat Book 23, Pages 70 through 83, inclusive, of the Public Records of Brevard County, Florida.

[Remainder of page intentionally left blank]

NO OPEN MORTGAGE AFFIDAVIT

We, **RHR Construction and Development, LLC.**, state that there are no open mortgages on the below described:

Property:

The part of Tract B, lying East of official records, book 3502, Pg. 4474, and East of the most Easterly line of Parcel C, in official records book, 3468, Pg. 493, Port St. John Unit 8, according to the map or plat thereof, as recorded in Plat Book 23, Pgs. 70-83, inclusive, of the Public Records of Brevard County, Florida.

HRH R

Owner: Robert Robinson (RHR Construction and Development, LLC.)

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of

☒ physical presence or ☐ online notarization, this 25 day of March, 2021, by

Robert Robinson who is personally known to me or has produced

Fla Ol as identification.

Joanne Cooper
Notary Public
My Commission Expires: Jan 24, 2027

