

Prepared by:
Address:

Jacob Fovne
4060 Golden Shores Blvd, Mims FL

BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this 5 day of February, 2026 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and JACOB FOVNE (hereinafter referred to as "Developer/Owner"), Jacob Fovne

RECITALS

WHEREAS, this binding development plan was accepted by the County as part of and as a condition of the rezoning request; and

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 ZONING CLASSIFICATION SR AND desires to develop the Property as residential, 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; 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 voluntarily agrees to limit development to one single-family residence and may be further restricted by any changes to the comprehensive plan or the land development regulations.
4. Developer/Owner agrees that this rezoning request and companion future land use amendment application was a result of an unlawful lot split by the predecessor in interest and will stipulate to that fact in any future proceedings regarding that action.
5. This rezoning and companion future land use amendment application are not precedential, but instead are being requested to resolve the substandard lot that was created as a result of an unlawful lot split. It is recognized that these actions are being granted by the County based on these particular circumstances and due to the unique conditions of the subject property
6. This Agreement provides no vested rights against changes to the Brevard County Comprehensive Plan or land development regulations as they apply to this Property.
7. Developer/owner shall comply with all regulations and ordinances of Brevard County, Florida. This Agreement constitutes developers/owners Agreement to meet additional standards or restrictions in developing the property.
8. The Developer/Owner, upon execution of this Agreement, shall pay to the Clerk of Court all cost of recording this Agreement in the Public records of Brevard County, Florida.
9. 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 rezoning 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 the subject to the above referenced conditions as approved by the Board of County Commissioners on February 5th, 2026. In the event the subject property is annexed into a municipality and rezoned, this Agreement shall be null and void.
10. 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.

- 11. 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 uses, 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 10 above**
- 12. Severability clause. If any provision of this BDP is held by a court of competent jurisdiction to be invalid, void, or unenforceable, that 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 Sadoff, Clerk (SEAL)

Thad Altman, Chairman
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.)

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

WITNESSES:

[Signature]

[Signature]
Jacob Foune

Gary Altman
(Witness Name typed or printed)

4060 Golden Shores Blvd
(Address) MIMS FL 32154

[Signature]
Kris Lando

[Signature]
Tabitha Boeltinger

(Witness Name typed or printed)

(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 20 day of February, 2021, by

Jacob Foune, President of Owner, who is personally known to me or who has produced _____ as identification.

[Signature]
Notary Public

My commission expires SEAL
11/28/2026

Commission No.:
HH336102

(Name typed, printed or stamped)



Exhibit A

Lots 16 and 17, Block 5, Golden Shores Estates, unrecorded plat, more particularly described as follows: From the Southeast corner of Section 3, Indian River Park Subdivision as recorded in Plat Book 2, Page 33, of the Public Records of Brevard County, Florida, run Westerly along the South line of said Section 3 and on a relative bearing of North 79°01'04" East, for a distance of 1160.00 feet to the Point of Beginning; thence continue North 79°01'04" East, a distance of 145.00 feet to a point; thence run North 17°00'00" West, a distance of 190.00 feet to a point; thence run South 79°01'04" West, a distance of 145.00 feet to a point; thence run South 17°00'00" East, a distance of 190.00 feet to the Point of Beginning. Reserving therefrom the Southerly and Westerly 25 feet for road Right of Way. Said lands situate, lying and being in Brevard County, Florida.