

Prepared by: _____
Address: _____

BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this _____ day of _____, 20__ between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and _____, a _____ corporation (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 _____ zoning classification(s) and desires to develop the Property as _____, and 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 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 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.

2. Developer/Owner shall provide a fifteen (15) foot vegetative buffer on the northern boundary of Parcels 20-35-31-00-504 and 20-35-31-00-518 and on the eastern boundary of Parcel 20-35-31-00-518. Additionally, as permitted by Brevard County, Developer will locate it's retention pond on the norther boundary of Parcels 20-35-31-00-504 and 20-35-31-00-518.

3. The following uses shall be restricted as non-permitted in BU-1 zoning; automotives sales and storage, bait and tackle shop, billiards room and electronic arcades, group homes, level I,II, non-over-night commercial parking, gasoline service station.

4. 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 Comprehensive Plan or land development regulations as they may apply to this Property.

5. Developer/Owner, upon execution of this Agreement, shall pay to the County the cost of recording this Agreement in the Public Records of Brevard County, Florida.

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

7. Violation of this Agreement will also constitute a violation of the Zoning Classification and this Agreement may be enforced by Sections 1.7 and 62-5, Code of Ordinances of Brevard County, Florida, as may be amended.

8. 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 use(s), 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 8 above.

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

_____, County Clerk
(SEAL)

_____, 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:

DEVELOPER/OWNER

(Witness Name typed or printed)

(Print Name/Address)

(Witness Address)

(Witness Name typed or printed)

(Print Name/Address)

(Witness Address)

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification.

My commission expires
SEAL
Commission No.:

Notary Public

(Name typed, printed or stamped)

EXHIBIT (A)
LEGAL DESCRIPTION

PARCEL: 20-35-31-00-504

LEGAL DESCRIPTION:

THE SOUTHWEST QUARTER (SW1/4) OF THE
SOUTHEAST QUARTER (SE1/4) OF THE
SOUTHWEST QUARTER (SW1/4), IN SECTION 31,
TOWNSHIP 20 SOUTH, RANGE 35 EAST, BREVARD
COUNTY, FLORIDA; EXCEPT THE NORTHERLY 125
FEET, ALL LYING EASTERLY OF U. S. HIGHWAY #1,
BREVARD COUNTY, FLORIDA.

PARCEL: 20-35-31-00-518

LEGAL DESCRIPTION:

THE WEST 1/2 OF THE SE 1/4 OF THE SE 1/4 OF THE
SW 1/4, IN SECTION 31, TOWNSHIP 20 SOUTH,
RANGE 35 EAST, BREVARD COUNTY, FLORIDA.