

Prepared by: MBV Engineering, Inc.
Address: 1250 W. Eau Gallie Blvd., Unit H
Melbourne, FL 32935

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 Paul J. Turner and Jackie L. Allen, individuals (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 RVP zoning classification(s) and desires to develop the Property as an RV park 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 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. The Property shall be limited to a density of ten (10) units per acre.

Rev. 9/16/2024

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 prior to issuance of an approved development order.
5. 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.
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 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 August 1, 2024. 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 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.
8. 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 7 above.
9. Severability clause. If any provision of this BDP is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions 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 of Court
(SEAL)

Jason Steele, 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:

JACKIE ALLEN
as OWNER

Anthony Kinsey
2235 Maryland Ave Titusville FL 32790
(Witness Name and address typed or printed)

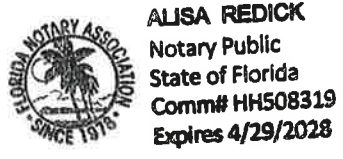
Chelsea Waters
5295 Blounts Ridge Rd
Mims, FL 32754
(Witness Name and address typed or printed)

STATE OF Florida §
COUNTY OF Brevard §

The foregoing instrument was acknowledged before me, by means of physical presence or
 online notarization, this 23 day of September, 2024, by
Jackie Allen, President of Owner, who is
personally known to me or who has produced _____ as identification.

My commission expires 4/29/28
Commission No.: HH508319

Alisa Redick
Notary Public
(Name typed, printed or stamped)



WITNESSES:

PAUL TURNER
as OWNER

[Signature]
ANTHONY KINSEY
2235 Maryland Ave
(Witness Name and address typed or printed)

Paul Turner
Titusville FL 32796

[Signature]
Chelsea Waters 5295 Blounts Ridge Rd
(Witness Name and address typed or printed) Mims, FL 32754

STATE OF Florida §

COUNTY OF Brevard §

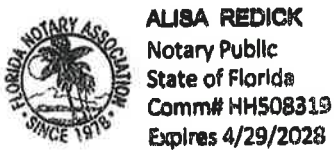
The foregoing instrument was acknowledged before me, by means of physical presence or
 online notarization, this 23 day of September, 2024, by
Paul Turner, President of owner, who is
personally known to me or who has produced _____ as identification.

My commission expires 4/29/28

Alisa Redick
Notary Public

Commission No.: HH508319

(Name typed, printed or stamped)



**EXHIBIT A
LEGAL DESCRIPTION**

THE EAST ½ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 20 SOUTH, RANGE 35 EAST, LYING AND BEING SITUATE IN BREVARD COUNTY FLORIDA.

AND

ALL OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 35 EAST, LYING AND BEING SITUATE IN BREVARD COUNTY, FLORIDA.

LESS AND EXCEPT FROM THE ABOVE, ALL OF THE LAND DESCRIBED IN QUIT CLAIM DEED FILED IN OFFICIAL RECORDS BOOK 1734, PAGE 728; QUIT CLAIM DEED FILED IN OFFICIAL RECORDS BOOK 2350, PAGE 1579; QUIT CLAIM DEED FILED IN OFFICIAL RECORDS BOOK 2350, PAGE 1580; AND QUIT CLAIM DEED FILED IN OFFICIAL RECORDS BOOK 2350, PAGE 1562. AND ANY LAND LYING IN THE PLAT OF THE BRADY GROVE PARK – SECOND ADDITION, ACCORDING TO THE PLAT THEREOF AS DESCRIBED IN PLAT BOOK 29, PAGE 91, ALL IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

STATE OF FLORIDA
COUNTY OF BREVARD

Paul J. Turner _____, after being duly sworn, deposes and says:

The undersigned is the owner of the real property described as follows:

Brevard County Parcel # 21-352-20-00-750 Tax ID 2104754

There are no mortgages on the above described property

Dated this 13 day of September 2024

Paul J. Turner
Signature

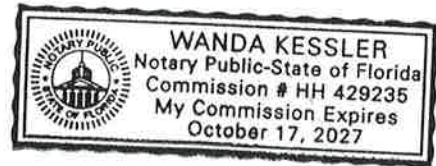
STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was sworn to before me this 13th day of Sept 2024 by Paul J Turner, who is personally known to me or who has produced Fl. Drivers License as identification, and who did take an oath.

Notary Public:

Wanda Kessler
State of Florida at Large
My Commission Expires: 10-17-27

(SEAL)



STATE OF FLORIDA
COUNTY OF BREVARD

Jackie L. Allen, after being duly sworn, deposes and says:

The undersigned is the owner of the real property described as follows:

Brevard County Parcel # 21-352-20-00-750 Tax ID 2104754

There are no mortgages on the above described property

Dated this 13 day of September 2024

Jackie L. Allen
Signature

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was sworn to before me this 13th day of Sept 2024, by Jackie L. Allen, who is personally known to me or who has produced FL Drivers Lic as identification, and who did take an oath.

Notary Public:

Wanda Kessler
State of Florida at Large
My Commission Expires: 10-17-27

(SEAL)

