

Prepared by: Kimberly Bonder Rezanka  
Address: Lacey Rezanka  
6013 Farcenda Pl #101  
Melbourne, FL 32940

### BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this 12<sup>TH</sup> day of MAR, 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 City Point Landfall, LLC, a Florida 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, pursuant to the Brevard County Code, Section 62-1157, a rezoning of the Property to a Planned Unit Development (PUD) zoning classification with a Binding Development Agreement, desiring to develop the Property as a mixed-use project as more particularly described herein, 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, Developer/Owner has requested the FLU to RES 2 on the residential portion of the property and CC FLU on the commercial portion of the property; 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 density of the Property shall be limited to 2.0 units per acre.

4. A waiver to Section 62-2883(d) of the Code of Ordinances of Brevard County, Florida, requiring an undisturbed 15-foot buffer around the perimeter of the project is hereby granted only to the extent necessary and with the condition that any vegetation removed shall be replaced by the Developer/Owner with reasonably similar vegetation in consultation with the Natural Resources Management Department, for appropriate buffering vegetation that will thrive and mature into a buffer similar to its natural state.

5. Developer/Owner shall reduce the overall rate and volume of stormwater discharge from the Property.

6. Developer/Owner shall conduct a groundwater analysis to identify and address any of the groundwater concerns. This shall be addressed during the site plan stage.

7. Developer/Owner voluntarily offers to dedicate up to 50 feet of right-of-way for Brevard County maintenance and roadway projects along North Indian River Drive.

8. Developer/Owner shall work with County staff to improve the Property's shoreline on the Lagoon.

9. Any changes to the PDP will be reviewed pursuant to Section 62-1448(c): Amendment to approved preliminary development plan. If, after the initial approval of the PUD preliminary development plan, should the owner or applicant or his successors desire to make any changes to the preliminary development plan, such changes shall first be submitted to the county. If the zoning official deems there is a substantial change or deviation from that which is shown on the preliminary development plan, the owner or applicant shall be requested to return to the board of county commissioners where it is determined that the public interest warrants such procedure. For purposes of this subsection, a substantial change shall be defined as any change which increases the density or intensity of the project or decreases the amount of buffer areas from adjacent property or decreases the amount of common open space. The zoning official shall have the

authority to approve minor changes not determined by the director to be substantial as defined in this subsection.

10. 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 Brevard County Comprehensive Plan or land development regulations as they may apply to this Property.

11. 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.

12. 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 December 11, 2025. In the event the subject Property is annexed into a municipality and rezoned, this Agreement shall be null and void.

13. 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.

14. 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 13, above.

15. 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.

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 M. Sadoff, Clerk of Court  
(SEAL)

\_\_\_\_\_  
Thad Altman, Chairman  
As approved by the Board on \_\_\_\_\_

WITNESSES:

Brian McKee, of City Point Landfall, LLC  
1537 Erie Ct SE  
Palm Bay, FL 32909

[Signature]  
\_\_\_\_\_  
Sean Merritt

[Signature]  
\_\_\_\_\_  
Brian M McKee

(Witness Name typed or printed)  
Maria Magdalena

Managing Partner  
\_\_\_\_\_  
Authorized Member

[Signature]  
(Witness Name typed or printed)

Brian M. McKee  
(Name typed, printed or stamped)

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of physical presence, this 12 day of March 2026, by Brian McKee, for City Point Landfall, LLC, who is personally known to me/presented DL as identification.

My commission expires: 21 September 2026

[Signature]  
\_\_\_\_\_  
Notary Public

SEAL  
Commission No.: HH314146

Laura A. Isaly  
\_\_\_\_\_  
(Name typed, printed or stamped)



EXHIBIT "A"

LEGAL DESCRIPTION:

(ORB 9317, PAGE 2537)

PARCEL 1

THE NORTH 82 1/2 FEET OF THE SOUTH 1234 FEET OF UNITED STATES GOVERNMENT LOT 3, SECTION 8, TOWNSHIP 24 SOUTH, RANGE 36 EAST, TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL TO WIT; COMMENCE AT A POINT ON THE WEST LINE OF SECTION 8, TOWNSHIP 24 SOUTH, RANGE 36 EAST, WHICH SAID POINT IS 363 YARDS NORTH OF THE SW CORNER OF SAID SECTION 8, TOWNSHIP 24 SOUTH, RANGE 36 EAST, AND GO THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 440 YARDS TO A POINT WHICH SAID POINT IS THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, GO NORTH PARALLEL WITH THE WEST LINE OF SAID SECTION 8, A DISTANCE OF 27 1/2 YARDS TO A POINT; WHICH SAID POINT IS THE NW CORNER OF THE LANDS HEREIN DESCRIBED; THENCE GO EAST PARALLEL TO THE SOUTH LINE OF SAID SECTION 8, TO AND INTO THE WATERS OF THE INDIAN RIVER; THENCE SOUTHERLY ALONG THE WATERS OF THE INDIAN RIVER TO A POINT OPPOSITE THE POINT OF BEGINNING; THENCE GO WEST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 8, TO THE POINT OF BEGINNING

LESS AND EXCEPT ROAD RIGHT OF WAY AND LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL; A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE RUN NORTH 00°43'16" EAST, ALONG THE WEST LINE OF SAID SECTION 8, A DISTANCE OF 1255.69 FEET; THENCE RUN SOUTH 89°30'56" EAST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 1320.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°50'56" EAST, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 350.00 FEET; THENCE RUN SOUTH 25°16'02" EAST, A DISTANCE OF 155.00 FEET; THENCE RUN SOUTH 89°50'56" EAST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 360.04 FEET TO A POINT AT THE WATERS EDGE OF THE INDIAN RIVER; THENCE RUN SOUTH 25°16'02" EAST, ALONG WATERS EDGE OF THE INDIAN RIVER, A DISTANCE OF 27.68 FEET; THENCE RUN NORTH 89°50'56" WEST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 790.09 FEET) THENCE RUN NORTH 00°43'16" EAST, PARALLEL WITH THE WEST LINE OF SAID SECTION 8, A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE RIGHT OF WAY OF INDIAN RIVER DRIVE.

PARCEL 2

TAX PARCEL #515 DESCRIPTION PER DEED BOOK 372, PAGE 451: FIRST PARCEL: A TRACT OF LAND HERETOFORE CALLED CRESSON GROVE DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF SECTION EIGHT (8), IN TOWNSHIP TWENTY-FOUR (24) SOUTH, RANGE THIRTY-SIX (36) EAST, IN BREVARD COUNTY, FLORIDA, RUN NORTH ON THE WEST LINE OF SAID SECTION, A DISTANCE OF ONE THOUSAND TWO HUNDRED FIFTY FOUR AND FIVE TENTHS (1254.5) FEET TO AN IRON PIPE WHICH IS THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; AND FROM SAID POINT OF BEGINNING,

RUN EAST, ONE THOUSAND SIX HUNDRED THREE (1603) FEET TO THE WEST LINE OF THE LAND OF EDWARD S. GIFFORD AND W.M. BARCLIFF; AND THENCE RUN THE WEST LINE OF THE LANDS OF THE SAID GIFFORD AND BARCLIFF, NORTH, A DISTANCE OF THREE HUNDRED (300) FEET TO THE NORTHWEST CORNER OF THE LAND CONVEYED TO EDWARD S. GIFFORD BY ROBERT M. AND ELIZABETH C. MACDONALD; THENCE RUN EAST ON THE NORTH LINE OF SAID GIFFORD LAND, TO AND INTO THE WATERS OF THE INDIAN RIVER; THENCE RUN NORTHERLY, IN THE WATERS OF THE INDIAN RIVER, TO A POINT TWENTY (20) FEET NORTH OF THE LAST COURSE AFORESAID; AND THENCE RUN WEST, TO THE WEST LINE OF SECTION EIGHT (8); AND THENCE RUN SOUTH, ON THE WEST LINE OF SAID SECTION EIGHT (8), A DISTANCE OF THREE HUNDRED TWENTY (320) FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT LANDS DESCRIBED IN DEED BOOK 380 PAGE 446, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

TAX PARCEL #515 (20' TRACT)

DESCRIPTION PER DEED BOOK 380, PAGE 444: A PARCEL OF LAND LOCATED IN SECTION EIGHT (8), TOWNSHIP TWENTY-FOUR (24) SOUTH, RANGE THIRTY-SIX (36) EAST, IN BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF SAID SECTION EIGHT (8), RUN THE WEST LINE OF THE SECTION, NORTH, ONE THOUSAND TWO HUNDRED FIFTY FOUR AND FIVE TENTHS (1254.5) FEET TO AN IRON PIPE; AND THENCE RUN EAST, ONE THOUSAND SIX HUNDRED THREE (1603) FEET TO AN IRON PIPE, WHICH IS THE BEGINNING POINT OF THE LAND HEREIN DESCRIBED; FROM SAID POINT OF BEGINNING, FOR A FIRST COURSE, RUN SOUTH EIGHTY-NINE (89) DEGREES FIFTY-THREE (53) MINUTES EAST, ON THE PROJECTED LINE LAST ABOVE DESCRIBED, A DISTANCE OF FOUR HUNDRED TWENTY-SEVEN AND EIGHT TENTHS (427.8) FEET TO AND INTO THE WATERS OF THE INDIAN RIVER; THENCE FOR A SECOND COURSE, RUN NORTHERLY, IN THE WATERS EDGE OF THE INDIAN RIVER, TO A POINT WHICH IS TWENTY (20) FEET NORTH AND SOUTH MEASUREMENT FROM THE FIRST COURSE AFORESAID; THENCE FOR A THIRD COURSE, RUN WEST AND TWENTY (20) FEET DISTANT FROM THE FIRST COURSE AFORESAID, A DISTANCE OF FOUR HUNDRED TWENTY-SEVEN (427) FEET, MORE OR LESS TO A POINT WHICH IS ONE THOUSAND SIX HUNDRED THREE (1603) FEET EAST FROM THE WEST LINE OF SECTION EIGHT (8); AND THENCE FOR A FOURTH COURSE, RUN SOUTH, ON A LINE PARALLEL TO AND ONE THOUSAND SIX HUNDRED THREE (1603) FEET EAST FROM THE WEST LINE OF SECTION EIGHT (8), A DISTANCE OF TWENTY (20) FEET TO THE POINT OF BEGINNING.

TAX PARCEL #514 DESCRIPTION PER DEED BOOK 383, PAGE 98: A PARCEL OF LAND LOCATED IN SECTION EIGHT (8), TOWNSHIP TWENTY-FOUR (24) SOUTH, RANGE THIRTY-SIX (36) EAST, IN BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF SAID SECTION EIGHT (8), RUN THE WEST LINE OF THE SECTION, NORTH, ONE THOUSAND TWO HUNDRED SEVENTY FOUR AND FIVE TENTHS (1274.5) FEET TO AN IRON PIPE; AND THENCE RUN EAST, ONE THOUSAND SIX HUNDRED THREE (1603) FEET TO AN IRON PIPE, WHICH IS THE BEGINNING POINT OF THE LAND HEREIN DESCRIBED; FROM SAID POINT OF BEGINNING, FOR A FIRST COURSE, RUN NORTH AND PARALLEL TO THE WEST LINE OF SECTION EIGHT (8), A DISTANCE OF ONE HUNDRED SIXTY (160) FEET; THENCE FOR A SECOND COURSE, RUN SOUTH EIGHTY-NINE (89) DEGREES FIFTY-THREE (53) MINUTES EAST, TO AND INTO THE WATERS OF THE INDIAN RIVER; THENCE FOR A THIRD COURSE, RUN SOUTHERLY, IN THE WATERS EDGE OF THE INDIAN RIVER TO A POINT WHICH IS ONE HUNDRED SIXTY (160) FEET, BY PERPENDICULAR MEASUREMENT FROM THE SECOND COURSE PROJECTED; AND THENCE FOR A FOURTH COURSE, RUN

NORTH EIGHTY-NINE (89) DEGREES FIFTY-THREE (53) MINUTES WEST AND PARALLEL TO THE SECOND COURSE AFORESAID, TO THE POINT OF BEGINNING. LESS AND EXCEPT FROM THE FOLLOWING;

PARCEL "A"

A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A 4 INCH BY 4 INCH CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF PARKCHESTER, UNIT NO. 1 RECORDED IN PLAT BOOK 18, PAGE 114 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND RUN S 00 DEGREES 22' 33" W., ALONG THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 11.13 FEET TO A POINT ON THE NORTH LINE OF LANDS DESCRIBED IN DEED BOOK 372, PAGE 451, THE POINT OF BEGINNING; THENCE CONTINUE S. 00 DEGREES 22" 33" W., ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 159.99 FEET; THENCE S 89 DEGREES 54' 45" E., PARALLEL WITH THE NORTH LINE OF SAID DEED BOOK 372, PAGE 451, A DISTANCE OF 350.00 FEET; THENCE N. 00 DEGREES 05' 15" E., PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 56.96 FEET; THENCE N. 29 DEGREES 54' 50" W., A DISTANCE OF 118.97 FEET TO A POINT ON SAID NORTH LINE OF DEED BOOK 372, PAGE 451; THENCE N. 89 DEGREES 54' 45" W., ALONG SAID NORTH LINE, A DISTANCE OF 289.71 FEET TO THE POINT OF BEGINNING.

PARCEL "B"

A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGIN AT A 4 INCH BY 4 INCH CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF PARKCHESTER, UNIT NO. 1, RECORDED IN PLAT BOOK 18, PAGE 114 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND RUN S.00°22'33"W., ALONG THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 171.12 FEET; THENCE 5.89°54'45"E., PARALLEL WITH THE SOUTH LINE OF LANDS DESCRIBED IN DEED BOOK 372, PAGE 451 A DISTANCE OF 350.00 FEET THENCE N.00°05'15"E., PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 56.96 FEET; THENCE N29°54'50" W. A DISTANCE OF 129.10 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ROUNDTREE DRIVE (A 50 FOOT WIDE RIGHT OF WAY) THENCE N. 89°26'14"W. , ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 284.60 FEET TO THE POINT OF BEGINNING.