

Prepared by: Kimberly Bonder Rezanka, Esquire
Address: 1290 U.S. Hwy 1, Ste. 201
Rockledge, FL 32955

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 James Eric Preece, Trustee of the James Eric Preece Living Trust u/d/t May, 28, 2009 (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 as:

The West 75 feet of the East ½ of Lot 6, Block F, Map of Replat of North Indialantic By-The-Sea, according to the map or plat thereof, as recorded in Plat Book 9, Page 70, of the Public Records of Brevard County, Florida; and

WHEREAS, Developer/Owner has requested the RU-2-12 zoning classification(s) and desires to develop the Property as a duplex, 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. Developer/Owner agrees not to use the Property for resort dwelling purposes and, therefore, such use is prohibited.

4. The Developer/Owner shall limit density to two (2) units, constructed as a duplex, and may be further restricted by any changes to the Comprehensive Plan or the Land Development Regulations.
5. The Developer/Owner shall limit ingress and egress to one unit to Franklyn Avenue and one unit to Gross Pointe Avenue.
6. 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.
7. 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.
8. 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 12/21/2021. In the event the subject Property is annexed into a municipality and rezoned, this Agreement shall be null and void.
9. 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.
10. 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 9 above.
11. 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)

Kristine Zonka, Chair

As approved by the Board on _____

WITNESSES:

James Eric Preece, Trustee of the James Eric Preece
Living Trust u/d/t May, 28, 2009

(Witness Name typed or printed)

James Eric Preece Trustee
615 N Riverside Dr., Indialantic, FL 32903

Patricia L. Clark
(Witness Name 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 5th day of January, 2022, by
James Eric Preece, Trustee of the James Eric Preece
Living Trust u/d/t 5/28/2009, President of _____, who is
personally known to me or who has produced FL D/L as identification.

My commission expires
SEAL
Commission No.:

Notary Public Patricia L. Clark
(Name typed, printed or stamped)



Patricia L. Clark
Comm. #GG363212
Expires: October 1, 2023
Bonded Thru Aaron Notary