



March 23, 2006

MEMORANDUM

TO: Scott Knox, County Attorney

Attn: Christine Lepore

RE: Item I.A.13, Binding Development Plan with Vero-Pittsburgh Partners, LLC

The Board of County Commissioners, in regular session on March 21, 2006, executed Binding Development Plan with Vero-Pittsburgh Partners, LLC for property located west of Carpenter Road, south side of Hammock Trail. Said Agreement was recorded in ORB 5620, PGs 5603 through 5609. Enclosed for your necessary action are two certified copies of the recorded document.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK


Bernadette S. Talbert, Deputy Clerk

/crc

Encls. (2)

cc: ☒ Zoning – Rick Enos
Contracts Administration

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 7 #Names: 2
Trust: 4.00 Rec: 57.00 Serv: 0.00
Mtg: 0.00 Excise: 0.00
nt Tax: 0.00

THIS INSTRUMENT PREPARED BY
AND RETURNED TO:
JONATHAN M. KAMIN, ESQUIRE
GOLDBERG, KAMIN AND GARVIN
1806 FRICK BUILDING, 437 GRANT STREET
PITTSBURGH, PA 15219-6101

BDP / RU-1-11
6.36 ACRES

CFN:2006084950 03-23-2006 09:52 am
OR Book/Page: 5620 / 5603

BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this ____ day of _____, 2006,
between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY,
FLORIDA, a political, subdivision of the State of Florida (hereinafter referred to as
"County") and VERO-PITTSBURGH PARTNERS, LLC, a Florida Limited Liability
Company, whose office address is 300 Weyman Road, Suite 210, Pittsburgh, PA
15236, (hereinafter referred to as "Developer").

RECITALS:

WHEREAS, Developer owns, by virtue of a Warranty Deed recorded in the Office
of the Clerk of Brevard County, Florida in Official Records Book 5495, Page 1377, that
certain parcel of property, which is more particularly described in Exhibit "A", which is
attached hereto and is incorporated by reference herein (hereinafter referred to as
"Property"). The Property is also known in the Office of Property Appraiser of Brevard
County as Parcel I.D. #21-34-13-00-00752.0; and

WHEREAS, the County and the Developer desire to enter into a Binding
Development Plan for the purpose of assuring both the County and the Developer that
the proposed development will be built in accordance with the representations of the
Developer; and

WHEREAS, the County is authorized to regulate development of the Property.

NOW, THEREFORE, the Parties hereto agree as follows:

711158
50



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 (other than street improvements and maintenance once the same have been dedicated to and accepted by the County). It is the intent of the Parties that the Developer, 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. The Developer shall not erect more than three (3) dwelling units on the portion of the Property which has been rezoned to RU-1-11, which is more particularly described in Exhibit "B", which is attached hereto and is incorporated by reference herein (hereinafter referred to as "Rezoned Property"). The Developer shall have the right to use the remaining portion of the Property in accordance with the provisions of its GU zoning, or such other designations as may be applicable.

3. The Parties agree that 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, as amended.

4. Developer shall comply with all regulations and ordinances of Brevard County, Florida. This agreement constitutes Developer's agreement to meet additional standards or restrictions in developing the Properties. 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, upon execution of this agreement, shall pay to the County the cost of recording this agreement in 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. If the Property is

Z1115 8 (5)

annexed into a municipality, the municipality may enforce the agreement or declare it null and void.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to the signed all as of the date and year first written above.

COUNTY:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA
2725 Judge Fran Jamieson Way
Viera, FL 32940



Scott Ellis, Clerk
(SEAL)

By: 

Helen Voltz, Chair

As approved by the Board on March 21, 2006

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 21 day of March, 2006, by, Helen Voltz, as Chairman of the Board of County Commissioners of Brevard County, Florida, who is personally known to me or who has produced _____ as identification.



Commission No.:



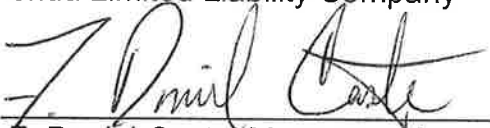
Notary Public

Tamara J. Ricard
(Name typed, printed or stamped)

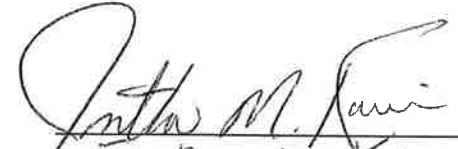
WITNESSES:

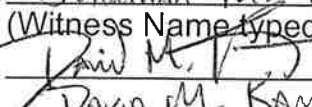
DEVELOPER:

VERO-PITTSBURGH PARTNERS, LLC,
a Florida Limited Liability Company

By: 

F. Daniel Caste, Managing Member of
Welcast Partners, LLC, which is the
General Partner of Caste-Woodland
Partners, L.P., which is a Managing
Member of Vero-Pittsburgh Partners, LLC



Jonathan M. Kamin
(Witness Name typed or printed)


David M. Kamin
(Witness Name typed or printed)

211158

COMMONWEALTH OF PENNSYLVANIA §
COUNTY OF ALLEGHENY §

The foregoing instrument was acknowledged before me this 6th day of March, 2006, by, F. Daniel Caste, Managing Member of Welcast Partners, LLC, which is the General Partner of Caste-Woodland Partners, L.P., which is a Managing Member of Vero-Pittsburgh Partners, LLC, on behalf of Vero-Pittsburgh Partners, LLC, who is personally known to me or who has produced his driver's license as identification.

My commission expires:

SEAL

Commission No.:

Donna J. Hirschfield
Notary Public
Donna J. Hirschfield
(Name typed, printed or stamped)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Donna J. Hirschfield, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires July 22, 2008
Member, Pennsylvania Association Of Notaries

Z11158 (3)

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Tax Parcel 752, as recorded in ORB 5495, Pages 1377 through 1388, Public Records, Brevard County, Florida. Section 13, Township 21, Range 34 on 6.36 acres.

211158 (31)

EXHIBIT "B"

LEGAL DESCRIPTION OF THE REZONED PROPERTY

A parcel of land lying in the Southeast 1/4 of Section 13, Township 21 South, Range 34 East, Brevard County, Florida, described as follows: commencing at the Southwest corner of the Southeast 1/4 of said Section 13, thence N. $00^{\circ} 56' 18''$ W., along the West line of said Southeast 1/4 of Section 13, a distance of 898.60 feet to the point of beginning of the land herein described; thence continue N. $00^{\circ} 56' 18''$ W., along said line, 84.42 feet to a point lying on the Southerly right of way line of Hammock Trail as described in Official Records Book 1212, Page 917 of the public records of Brevard County, Florida and said right of way line being the arc of a circular curve, concave Northwesterly, having a radius of 644.65 feet and to which point a radial line bears S. $33^{\circ} 25' 34''$ E.; thence Northeasterly, along the arc of said curve, through a central angle of $22^{\circ} 14' 51''$, 250.31 feet to a point lying on the Westerly line of the parcel of land described in Official Records Book 2676, Page 0012 of the public records of Brevard County, Florida; thence along the Westerly boundary of said parcel of land, the following two courses and distances; thence S. $54^{\circ} 21' 29''$ E., 247.45 feet; thence S. $32^{\circ} 57' 46''$ E., 82.36 feet; thence S. $78^{\circ} 03' 33''$ W., 123.00 feet; thence N. $77^{\circ} 42' 41''$ W., 18.00 feet; thence S. $83^{\circ} 32' 24''$ W., 76.00 feet; thence S. $40^{\circ} 24' 42''$ W., 16.00 feet; thence S. $89^{\circ} 03' 23''$ W., 198.00 feet to the point of beginning.

Containing 1.45 acres more or less.

Z11158
158

JOINDER IN BINDING DEVELOPMENT PLAN

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the authorized agent and signatory for the owner and holder of that certain Mortgage dated July 6, 2005, given by Vero-Pittsburgh Partners, LLC, as Mortgagor, in favor of the undersigned, S & T Bank, as Mortgagee, recorded in Official Records Book 5495, Page 1389, Public Records of Brevard County, Florida, and encumbering lands described in said Mortgage, does hereby join in the foregoing Binding Development Plan, for the purpose of subordinating the lien of the undersigned's Mortgage to said Binding Development Plan.

WITNESSES:

MORTGAGEE NAME/ADDRESS:

S & T Bank
800 Philadelphia Street
Indiana, PA 15701

Susan D. Scarnato

Susan D. Scarnato
(Witness name typed or printed)

Susan D. Scarnato

Susan D. Scarnato
(Witness name typed or printed)

Michelle Petrowsky, SVP

Michelle Petrowsky, SVP
Authorized Agent

MICHELLE PETROWSKY
(Name typed, printed or stamped) &
Title of Agent)

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Indiana)

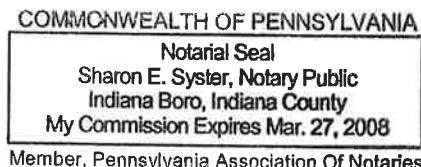
) SS:

The foregoing instrument was acknowledged before me this 24th day of January, 2006, by Michelle Petrowsky SVP, who is personally known to me or who has produced _____ as identification.

My commission expires: 3-27-08

Sharon E. Syster
Notary Public

SEAL

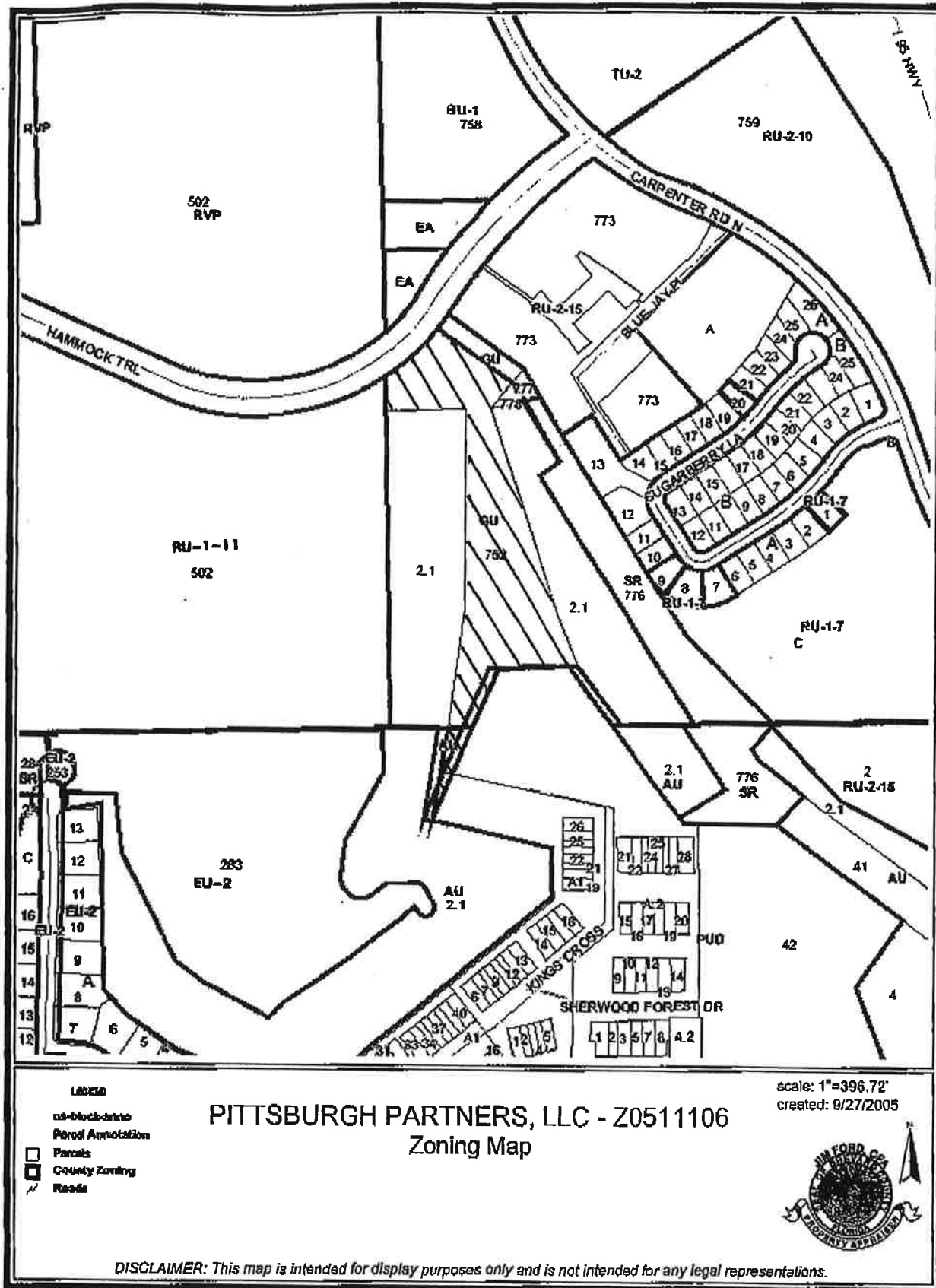


Sharon E. Syster
(Name typed, printed or stamped)

211158

PITTSBURGH PARTNERS, LLC - Z0511106

Page 1 of 1



Z11 15 8 (51)