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BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this _____ day of _____, 2022 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and SURREY HOMES, 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 the RU-1-7 zoning classification(s) and desires to develop the Property as Single-family residential subdivision, 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 Developer/Owner shall limit density to a maximum of 199 units and may be further restricted by any changes to the Comprehensive Plan or the Land Development Regulations.
4. The Developer/Owner shall limit ingress and egress to SR46, Mims, Florida.
5. 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.
6. 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.
7. 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 _____, 2022. In the event the subject Property is annexed into a municipality and rezoned, this Agreement shall be null and void.
8. 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.
9. 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.
10. 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 _____

(Please note: You must have two witnesses and a notary for each signature required. The notary may serve as one witness.)

WITNESSES:

Surrey Homes, LLC

(Witness Name typed or printed)

588 W. New England Ave. Ste 240
Winter Park, FL 32789

(President)

(Witness Name typed or printed)

Christian Mears Swann

STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by _____, President of _____, 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

A PARCEL OF LAND BEING A PORTION OF LANDS AS DESCRIBED IN O.R. BOOK 6066 PAGE 844 AND O.R. BOOK 6133 PAGE 2745 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA LYING IN SECTION 13, TOWNSHIP 21 SOUTH, RANGE 34 EAST BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 13; THENCE S. 88°21'59" W., ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 13, A DISTANCE OF 2,645.31 FEET TO THE NORTH ¼ CORNER OF SAID SECTION 13 AND THE POINT-OF-BEGINNING OF THIS DESCRIPTION; THENCE S. 00°54'13" E., ALONG THE NORTH-SOUTH MIDSECTION LINE OF SAID SECTION 13, A DISTANCE OF 1326.64 FEET TO A POINT ON THE NORTH LINE OF THE WEST HALF OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 13; THENCE N. 88°31'29" E., ALONG SAID NORTH LINE, A DISTANCE OF 630.18 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 (STATE ROAD NO.9), A 300.00 FOOT WIDE RIGHT-OF-WAY AS SHOWN ON F.D.O.T. MAP SECTION NO. 70225; THENCE S. 19°56'26" E., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 98.81 FEET TO A POINT ON THE EAST LINE OF THE WEST ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 13; THENCE S. 00°56'52" E., ALONG SAID EAST LINE, A DISTANCE OF 504.03 FEET TO A POINT ON THE SOUTHEASTERLY EXTENSION OF THE SOUTH LINE OF LANDS AS DESCRIBED IN O.R. BOOK 6192 PAGE 2805 OF SAID PUBLIC RECORDS; THENCE N. 58°02'44" W., ALONG SAID SOUTHEASTERLY EXTENSION, A DISTANCE OF 31.02 FEET TO THE SOUTHEAST CORNER OF SAID LANDS AS DESCRIBED IN O.R. BOOK 6192 PAGE 2805; THENCE N. 03°47'58" E., ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 208.69 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE N. 58°02'44" W., ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 543.20 FEET; THENCE S. 88°24'24" W., ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 483.34 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE S. 02°09'41" E., ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 184.01 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE N. 88°24'24" E., ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 138.42 FEET TO A POINT ON THE WEST LINE OF LANDS AS DESCRIBED IN O.R. BOOK 8560 PAGE 227 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S. 00°27'06" E., ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 784.97 FEET; THENCE S. 88°32'28" W. A DISTANCE OF 698.90 FEET; THENCE S. 01°27'32" E. A DISTANCE OF 250.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 46, A 75.00 FOOT WIDE RIGHT-OF-WAY AS SHOWN ON PROJECT NO. F.A.S. 3-A DATED JULY 10, 1939;; THENCE S. 88°32'28" W. ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 475.49 FEET TO A POINT ON THE WEST LINE OF THE EAST ½ OF THE NORTHWEST ¼ OF SAID SECTION 13; THENCE N. 00°55'45" W., ALONG SAID WEST LINE, A DISTANCE OF 2618.52 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 13; THENCE N. 88°28'59" E., ALONG SAID NORTH LINE, A DISTANCE OF 1322.66 FEET TO THE POINT-OF-BEGINNING

CONTAINING 3,205,603 SQ FT (73.59 ACRES) MORE OR LESS.