

Prepared by: Michael & Malena Stewart
Address: 2060 S. Atlantic Ave.
Cocoa Beach, FL 32931

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 Michael R. and Malena C. Stewart (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 desires to develop the Property as Single-Family Residential, 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 shall limit development of the Property to a maximum of two dwelling units.

4. This BDP shall replace the BDP recorded on 02/15/05, in ORB 5422, Pages 5613 - 5619, of the Public Records of Brevard County, 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 March 3, 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 8 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:

(INSERT BUSINESS NAME or INDIVIDUAL NAME(s))
as DEVELOPER/OWNER

Geoffrey Limoge
(Witness Name typed or printed)

Michael R Stewart & Malena C Stewart
537 Royal Palm Blvd
(Address) Satellite Beach FL 32937

Heather Allton
(Witness Name typed or printed)

Michael R Stewart
(Owner)
(Name typed, printed or stamped)

STATE OF FLORIDA §

COUNTY OF BREVARD §

Malena Stewart
Malena C Stewart

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or

☐ online notarization, this 10 day of March, 2022 by

Michael R & Malena C Stewart, Owner of 20605 Atlantic Av, who is
Cocoa Beach FL 32931
personally known to me or who has produced _____ as identification.

My commission expires
SEAL
Commission No.:

Heather Allton
Notary Public
(Name typed, printed or stamped)



Heather Allton
Comm #GG987795
Expires: Sept. 5, 2024
Bonded Thru Aaron Notary

EXHIBIT "A"

A parcel of land being a portion of Block H of A.&B. Bruners Re-Subdivision of Blocks A, H, J, K, and parts of Blocks C & I of A.L. Bruners Re-sub of Burchfield & Bruners Addition to Crescent Beach, recorded in Plat Book 9, Page 4, of the Public Records of Brevard County, Florida, being more particularly described as follows:

Commence at an iron rod monumenting the intersection of the westerly right of way line of Atlantic Avenue, as presently located (a 100-ft. wide right of way) with the south right of way line of Sprint Street (a 42-ft. wide right of way)(and run S06deg49'00"E, along said west right of way line of Atlantic Avenue, a distance of 127.47 ft. to the point of curvature of a 5,679.65-ft. radius curve to the left; thence continue southeasterly along said west right of way line and along the arc of said curve, thru a central angle of 00deg24'04", a distance of 39.77 ft. to the Point of Beginning of the herein described parcel; thence continue southeasterly along said West right of way line and along the arc of said curve thru a central angle of 00deg50'40", a distance of 83.70 ft. to the north right of way line of Summer Street (a 50-ft. wide right of way); thence S82deg23'26"W, along the north right of way line, a distance of 120.67 ft., thence N06deg49'00"W, a distance of 84.32 ft.; thence N82deg43'14"E, a distance of 121.86 ft. to the Point of Beginning.

JOINDER IN BINDING DEVELOPMENT PLAN BY MORTGAGEE CORPORATION

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 May 25, 2021, given by MICHAEL R STEWART and MALENA C STEWART, husband and wife, as mortgagor, in favor of the undersigned, SEACOAST NATIONAL BANK, as mortgagee, recorded in Official Records Book 9134, Page 2617, of the 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 consenting to the change of property use and development requirements as set forth therein.

MORTGAGEE CORPORATION NAME AND ADDRESS

SEACOAST NATIONAL BANK

Mortgagee Corporation Name

815 COLORADO AVENUE

STUART

FL

34994

Street

City

State

Zip Code

Patti Loomis

PATTI LOOMIS, VICE PRESIDENT

*Authorized Agent Signature

Authorized Agent Printed Name and Title

*Note: All others besides CEO or President require attachment of original corporate resolution of authorization to sign documents of this type.

AFFIX CORPORATE SEAL

WITNESSES

Kori D. Churchwell

Signature

Kori D. Churchwell

Print Name

Christin C. Gavel

Signature

CHRISTIN C. GAVEL

Print Name

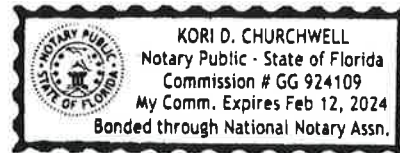
STATE OF Florida

COUNTY OF Martin

The foregoing instrument was acknowledged before me this 10th day of March, 20 22,
by Patti Coomis, Vice President, who is personally known to me or who has produced
_____ as identification.

Kori D. Churchwell
Notary Public Signature

Kori D. Churchwell
Name Printed



SEAL