

Prepared by: Kimberly B. Rezanka, Esq.
 Address: Lacey Lyons Rezanka
 1290 Rockledge Blvd. Ste 201
 Rockledge, FL 32955

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, SURREY HOMES, LLC holds a Limited Agency Authorization to execute this Agreement on behalf of the owners of the Property, said Authorization attached as Exhibit "B"; 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 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:

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

Karen M. Brown

Karen M. Brown
(Witness Name typed or printed)

Sharon B. Abner

SHARON B. ABNER

(Witness Name typed or printed)

Christian Mears Swann, President, Manager,
Surrey Homes, LLC
Under Limited Agency Authorization
Dated June 24 and 28, 2021 by
The Jackson Family Trust and
C.B. Davis Family Trust

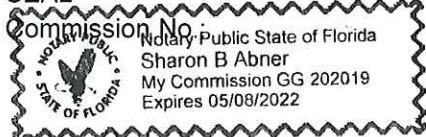
STATE OF FLORIDA §

COUNTY OF ORANGE §

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or
_____ online notarization, this 3rd day of May, 2022, by Christian Mears Swann,
President, Manager of Surrey Homes, LLC who is personally known to me or who has produced
_____ as identification.

My commission expires

SEAL



Sharon B. Abner
Notary Public **SHARON B. ABNER**

(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.

Exhibit "B"

LIMITED AGENCY AUTHORIZATION

THE STATE OF _____ §
COUNTY OF _____ §

KNOW ALL PERSONS
BY THESE PRESENTS:

The undersigned, as the owners of real property located in Brevard County, Florida, as described on Exhibit "A" attached hereto and a part hereof for all purposes (the "**Property**"), do hereby make, constitute, and appoint **SURREY HOMES LLC**, a Florida limited liability company ("**Buyer**"), as the undersigned's true and lawful attorney, to act for and in the name, place and stead of the undersigned to execute and deliver in the name of and on behalf of the undersigned in connection with the development of the Property as a subdivision, including applications, plans, plats, permits, declarations (of covenants, conditions and restrictions), easements, requests, utility commitments and agreements, any amendments thereto, and similar development approvals and agreements relating to the Property and any amendments thereto that are required to be executed by the undersigned as fee simple owners of the Property and are compliant with the provisions of the Agreement for Sale and Purchase dated May 14, 2021, between the undersigned and Buyer.


This s limited agency authorization is irrevocable until, and shall automatically expire upon, the acquisition of all of the Property by Buyer.

The undersigned agree and represent to those dealing with Buyer that Buyer is the undersigned's true and lawful agent. The undersigned does hereby ratify and confirm whatsoever said attorney shall or may do by virtue of this limited agency authorization.

This instrument may be executed in any number of counterparts, including facsimile, Adobe Sign and electronic mail signatures, each of which will be deemed an original and all of which, taken together, will constitute one instrument. The parties may execute different counterparts of this instrument, and, if they do so, the signature pages from the different counterparts may be combined to provide one integrated document.

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SELLERS



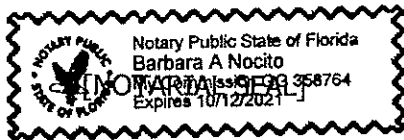
Frank Edward Warren, Jr., as Successor Co-Trustee
of the C.B. Davis Family Trust dated April 14, 1978

STATE OF Florida)
) SS.:
COUNTY OF Martin)

The foregoing instrument was acknowledged before me **by means of ☒ physical presence**
or ☐ online notarization, this 24th day of JUNE, 2021, by Frank Edward
Warren, Jr., as Successor Co-Trustee of the C.B. Davis Family Trust dated April 14, 1978 on behalf
of the trust. He ☒ is personally known to me or ☐ has produced
_____ (type of identification) as identification.



Notary Public
Print Name: Barbara A. Nocito
My Commission Expires: 10/10/2021



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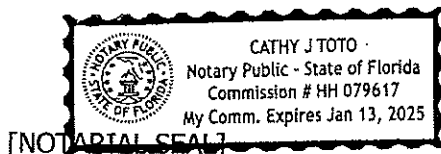
SELLERS

John L. Jackson, Jr.

John L. Jackson, Jr., as Trustee of The Jackson Family Trust Agreement dated September 11, 2009

STATE OF FLORIDA)
) SS.:
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me **by means of ☒ physical presence or ☐ online notarization**, this 28th day of JUNE, 2021, by John L. Jackson, Jr., as Trustee of The Jackson Family Trust Agreement dated September 11, 2009 on behalf of the trust. He ☒ is personally known to me or ☐ has produced _____ (type of identification) as identification.



Cathy J. Toto
Notary Public
Print Name: CATHY J. TOTO
My Commission Expires: _____

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SELLERS

Debra Lynne Davis

Debra Lynne Davis as Successor Co-Trustee of the C.B.
Davis Family Trust dated April 14, 1978

STATE OF Georgia)
) SS.:
COUNTY OF Pickens)

The foregoing instrument was acknowledged before me **by means of [x] physical presence**
or [] online notarization, this 24 day of June, 2021, Debra Lynne Davis as
Successor Co-Trustee of the C.B. Davis Family Trust dated April 14, 1978 on behalf of the trust.
She [✓] is personally known to me or [] has produced _____ (type
of identification) as identification.



Martha Stephens
Notary Public
Print Name: Martha Stephens
My Commission Expires: 8/23/2024

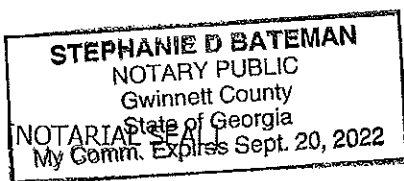
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SELLERS

Fred Benjamin Stroud, III
Fred Benjamin Stroud, III, as Successor Co-Trustee
of the C.B. Davis Family Trust dated April 14, 1978

STATE OF Georgia)
) SS.:
COUNTY OF Gwinnett)

The foregoing instrument was acknowledged before me by means of [x] physical presence
or [] online notarization, this ____ day of June, 2021, by Fred Benjamin
Stroud, III, as Successor Co-Trustee of the C.B. Davis Family Trust dated April 14, 1978 on behalf
of the trust. He [] is personally known to me or [X] has produced
GA Drivers License (type of identification) as identification.



Stephanie D Bateman
Notary Public
Print Name: Stephanie D Bateman
My Commission Expires: Sept 20, 2022

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Exhibit "A"
Legal Description

The land referred to herein below is situated in the County of BREVARD, State of Florida, and described as follows:

The Northeast 1/4 of the Northwest 1/4 AND the West 3/4 of the Southeast 1/4 of the Northwest 1/4, except road right of way, Section 13, Township 21 South, Range 34 East, Brevard County, Florida;

AND

The West 1/2 of the Southwest 1/4 of the Northeast 1/4 AND the East 1/4 of the Southeast 1/4 of the Northwest 1/4, except the East 550 feet of the West 1/2 of the Southwest 1/4 of the Northeast 1/4, except SR 46 right of way, Section 13, Township 21 South, Range 34 East, Brevard County, Florida;

AND

The East 550 feet of the West 1/2 of the Southwest 1/4 of the Northeast 1/4, Section 13, Township 21 South, Range 34 East, Brevard County, Florida, except I-95 right of way and SR 46 right of way;

LESS AND EXCEPT that portion thereof set forth in Warranty Deed recorded in Official Records Book 814, Page 835, Public Records of Brevard County, Florida, more particularly described as follows:

Begin at a point on the North right of way of State Road No. 46 as now exists, 60.0 feet North of the Southeast corner of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 13, Township 21 South, Range 34 East, Brevard County, Florida, said point being on the West line of Lot 1, Block 1, of Spruce Hills Subdivision as recorded in Plat Book 11, Page 45; from the Point of Beginning run with the said West line of Lot 1, North 0 degrees 58 minutes 21 seconds West 200.0 feet to a concrete monument; thence run South 88 degrees 31 minutes 22 seconds West and parallel to the North right of way line of said State Road 200.0 feet to a concrete monument; thence run South 0 degrees 58 minutes 21 seconds East and parallel to the West line of said Lot 1, 200.0 feet to a concrete monument set on the said North right of way line of said State Road; thence North 88 degrees 31 minutes 22 seconds East along said North right of way line of said State Road, 200.0 feet to the Point of Beginning.

LESS AND EXCEPT:

From a 1/2 inch iron bar and cap stamped "LB4595" at the Northwest corner of the Northeast 1/4 of Section 13, Township 21 South, Range 34 East, Brevard County, Florida as shown on the Florida Department of Transportation Right of Way Map for State Road 9 (Interstate 95), F.P.No.

406869 3 on file at the Florida Department of Transportation District Five Office, Surveying and Mapping Section, Deland, Florida, run North 88 degrees 28 minutes 05 seconds East 173.55 feet along the North boundary of said Northeast 1/4 to a point on the existing Westerly limited access right of way line of said State Road 9 (Interstate 95), said point being South 88 degrees 28 minutes 05 seconds West 158.12 feet from a 5/8 inch iron bar and cap stamped "FDOT JWG LB 1" at centerline of survey of State Road 9 station 3394+70.15 as shown on said Right of Way Map; thence South 19 degrees 58 minutes 09 seconds East 1,285.55 feet along said existing Westerly limited access right of way line to a 5/8 inch iron bar and cap stamped "FDOT JWG LB 1"; thence South 19 degrees 57 minutes 20 seconds East 112.97 feet along said existing Westerly limited access right of way line to a point on the North boundary of the West 1/2 of the Southwest 1/4 of the aforesaid Northeast 1/4; thence continue South 19 degrees 57 minutes 20 seconds East 100.06 feet along said existing Westerly limited access right of way line to a point on the East boundary of said West 1/2 of the Southwest 1/4 of the Northeast 1/4; thence departing said existing Westerly limited access right of way line, South 00 degrees 58 minutes 27 seconds East 275.37 feet along said East boundary to a point; thence departing said East boundary, South 75 degrees 32 minutes 08 seconds West 9.73 feet for the Point of Beginning, said point being 249.25 feet left of, when measured perpendicular to, centerline of survey of State Road 9 (Interstate 95) station 3377+62.08 as shown on the aforesaid Right of Way Map; thence South 03 degrees 47 minutes 04 seconds West 208.69 feet to a point being 333.27 feet left of, when measured perpendicular to, centerline of survey of State Road 9 (Interstate 95) station 3375+71.04 as shown on said Right of Way Map; thence North 58 degrees 03 minutes 38 seconds West 586.21 feet to a point; thence South 88 degrees 23 minutes 30 seconds West 426.05 feet to a point; thence North 02 degrees 10 minutes 35 seconds West 184.01 feet to a point; thence North 88 degrees 23 minutes 30 seconds East 483.34 feet to a point; thence South 58 degrees 03 minutes 38 seconds East 543.20 feet to the Point of Beginning.

ALSO LESS AND EXCEPT

Those certain lands conveyed in Official Records Book 8559, Page 456, Public Records of Brevard County, Florida.

AND TOGETHER WITH:

The Southwest 1/4 of the Southwest 1/4, Section 12, Township 21 South, Range 34 East, Brevard County, Florida;

H:\SURREY HOMES P-F JACKSON AND DAVIS FAMILY TRUSTS #27173\CONTRACT\LIMITED AGENCY AUTHORIZATION.DOCX