

Prepared by: Carter & Jessica Hayes
Address: 1210 B 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 Carter and Jessica Hayes (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-2-4 zoning classification(s) and desires to develop the Property as Multi-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 on the Property to a maximum of two (2) Duplexes, and may be further restricted by any changes to the Comprehensive Plan and/or the County's land development regulations.
4. The Developer/Owner agrees to and, therefore, shall provide sewer connection(s) to the units.
5. Developer/Owner agrees not to use the Property for resort dwelling purposes and, therefore, such use is prohibited.
6. The Developer/Owner agrees to the opaque buffer requirement, as defined in Brevard County Code, Section 62-4342, of 160' on the west side of the property. The entirety of this buffer is, at this time, assumed to be completely contained in a wetland area. The existing native trees and vegetation will be counted toward the planting requirements in the buffer area.
7. Developer/Owner agrees to remove any Brazilian Pepper Trees in the buffer area pursuant to Brevard County Code, Section 62-4341 (15). Removal must be done in accordance with Federal, State, and local rules and regulations.
8. 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 Brevard County's Comprehensive Plan or land development regulations as they may apply to this Property.
9. 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.
10. 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 02/03/22. In the event the subject Property is annexed into a municipality and rezoned, this Agreement shall be null and void.

11. 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.
12. 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 11 above.
13. 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.

[Remainder of page left intentionally blank]

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:

Christiann Travis
CHRISTIANN TRAVIS

(Witness Name typed or printed)

Christiann Travis
CHRISTIANN TRAVIS

(Witness Name typed or printed)

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

Carter Hayes
(Address)

Jessica Hayes
(President)
Jessica Hayes
(Name typed, printed or stamped)

STATE OF FLORIDA §

COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me, by means of X physical presence or _____ online notarization, this 16th day of May, 2022, by Carter Hayes & Jessica Hayes, President of _____, who is personally known to me or who has produced _____ as identification.

My commission expires 11/29/23
SEAL
Commission No.: GG360358

Christiann Lee Jones Travis
Notary Public
(Name typed, printed or stamped)

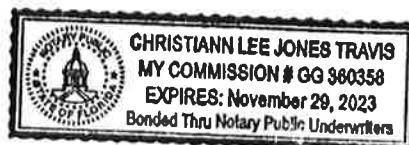


Exhibit "A"

Parcel 1:

A parcel of land in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 34, and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35, Township 23S, Range 36E, more particularly described as follows: Commence at the NW corner of the said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence S89deg37'25"E and along the north line of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ a distance of 705.0 ft. to a point; thence S0deg9'44"W, a distance of 523.71 ft. to a concrete monument, the point of beginning of the land hereby conveyed; thence S89deg37'25"E, a distance of 608.85 ft. to the west right-of-way line of Highway A1A, as at present located; thence south and along said west right-of-way line a distance of 100.15 ft. to a concrete monument; thence N89deg37'25"W, a distance of 616.95 ft. to a concrete monument; thence N0deg9'44"E, a distance of 100.00 ft. to the point of beginning.

Parcel 2:

A parcel of land being a part of Section 34, Township 23S, Range 36E in Brevard County, Florida, and being more particularly described as follows: For a point of reference, commence at the NE corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of above mentioned Section 34, thence with the north line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 34, run S89deg37'25"E, 705 ft.; thence S0deg9'44"W, 423.71 ft. for a point of beginning; thence S89deg38'16"E, 600.95 ft. to the westerly R/W line of S.R. A1A. Said point being on a curve; thence with said curve, concave to the left, an arc distance of 95.35 ft. (said curve having a radius of 22,915.06 ft.) aforementioned point being the point of curvature of said curve. Thence with the westerly right of way line of S.R. A1A in a southeasterly direction, a distance of 5 ft.; thence N89deg37'25"W, 608.85 ft.; thence N0deg9'44"E, 100 ft. to the point of beginning.