

Prepared by: John Louis Freeman
Address: 2031 S. Orlando 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 John Louis Freeman (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

Maverick Schmidt

Maverick Schmidt

(Witness Name typed or printed)

John L. Freeman

2012 Jupiter Dr, Cocoa Bch, FL 32931

(Address)

Tonya L Parker

Tonya L Parker

(Witness Name typed or printed)

(President)

(Name typed, printed or stamped)

STATE OF Florida §

COUNTY OF Brevard §

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

_____ online notarization, this 20th day of May, 2022 by

John Louis Freeman, President of N/A, who is

personally known to me or who has produced FL DL as identification.

Jennifer Jones

Notary Public

My commission expires

SEAL

Commission No.:

(Name typed, printed or stamped)



EXHIBIT "A"

A parcel of land located in Section 26, Township 25S, Range 37E, Brevard County, Florida, and being more particularly described as follows:

Commence at the intersection of the west r/w line of Atlantic Avenue and the south r/w line of 20th Street and thence run S83deg22'56"W, along said south r/w line, a distance of 122 ft., thence run S06deg49'00"E, a distance of 168.68 ft. to the Point of Beginning. Thence continue S06deg49'00"E, a distance of 84.32 ft. to the north r/w line of 21st Street. Thence run S82deg23'26"W along said north r/w line, a distance of 82.02 ft. to the east r/w line of South Brevard Street (aka Highway A1A) and a point on a curve concave to the east with a radius of 1,860.08 ft. Thence run northerly along the arc, along the said east r/w line, a distance of 88.72 ft. (with a chord of 88.71 ft., a delta of 02deg43'55", and a chord bearing of N24deg19'40"). Thence run N82deg43'14"E, a distance of 108.72 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 March 28, 2022, given by John Louis Freeman, as mortgagor, in favor of the undersigned, U.S. Bank National Association, as mortgagee, recorded in Official Records Book 9461, Page 474, 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

U.S. Bank National Association

Mortgagee Corporation Name

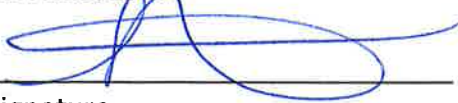
4801 Frederica Street Owensboro, KY 42301
Street City State Zip Code

 April Ferguson / Officer
*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

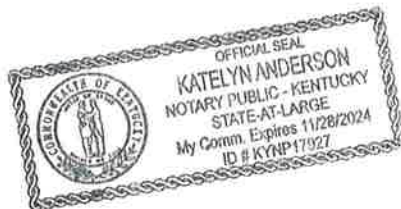
WITNESSES


Signature

Sarah Westerfield
Print Name


Signature

Katelyn Anderson
Print Name



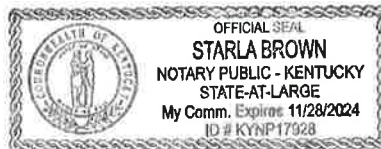
STATE OF Kentcky

COUNTY OF Daviess

The foregoing instrument was acknowledged before me this 18th day of May, 20 22,
by April Ferguson / Officer, who is personally known to me or who has produced
Self as identification.



Notary Public Signature



Starla Brown
Name Printed KYNP: 17928

SEAL