

Prepared by: Kimberly Bonder Rezanka, Esquire  
LACEY LYONS REZANKA  
Address: 1290 U.S. Hwy 1, 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 SUNIL RAJAN, SUDHIR RAJAN, and SURESH RAJAN ("Developer/Owner").

### **RECITALS**

WHEREAS, Developer/Owner owns property (hereinafter referred to as the "Property") in Brevard County, Florida, as more particularly described as: The South 200 feet of the N ½ of SE ¼ of SW ¼, East of State road No. 3 Right-of-Way, except land described in Official Record Book 559, page 707, Section 14, Township 24 South, Range 36 East.

WHEREAS, Developer/Owner has requested a small scale amendment to the County's Future Land Use Map from NC to CC develop the Property as restaurant with drive through aisles, 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 landowners 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 not have a shared driveway access with the property to the South unless permission is received from the Diocese of Orlando, at which point such access may be further

- regulated by the Comprehensive Plan or the Land Development Regulations, as may be amended.
4. 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.
  5. 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.
  6. 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 3/3, 2022. In the event the subject Property is annexed into a municipality and rezoned, this Agreement shall be null and void.
  7. 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.
  8. 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 7, above.
  9. 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 \_\_\_\_\_

WITNESSES:

SUNIL RAJAN

Michael Benson F. Kug  
(Witness Name typed or printed)

Nicholas N. Rahal  
(Witness Name typed or printed)

STATE OF Florida §

COUNTY OF Duval §

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or \_\_\_\_\_ online notarization, this 13<sup>th</sup> day of May, 2022, by SUNIL RAJAN, who are personally known to me or who has produced DL as identification.

My commission expires 10/21/25  
SEAL  
Commission No.: HH 190098

[Signature]  
Notary Public

(Name typed, printed or stamped)



ROSEMARIE G. KUA  
Notary Public  
State of Florida  
Comm# HH190098  
Expires 10/21/2025

WITNESSES:

[Signature]

Michelle Benson F. Kua  
(Witness Name typed or printed)

[Signature]

Nicholas N. Rebel  
(Witness Name typed or printed)

SURESH RAJAN

[Signature]

\_\_\_\_\_

STATE OF Florida §

COUNTY OF Duval §

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or \_\_\_\_\_ online notarization, this 13<sup>th</sup> day of May, 2022, by SURESH RAJAN, who are personally known to me or who has produced DL as identification.

My commission expires 10/21/25  
SEAL  
Commission No.: HH190018

[Signature]  
Notary Public

(Name typed, printed or stamped)



ROSEMARIE G. KUA  
Notary Public  
State of Florida  
Comm# HH190098  
Expires 10/21/2025

SK

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA  
2725 Judge Fran Jamleson Way  
Viera, FL 32940

Rachel M. Sadoff, Clerk of Court

Kristine Zonka, Chair

(SEAL)

As approved by the Board

on \_\_\_\_\_

WITNESSES:

SUNIL RAJAN

(Witness Name typed or printed)

(Witness Name typed or printed)

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me, by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by SUNIL RAJAN, who are personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires

Notary Public

SEAL

Commission No.:

(Name typed, printed or stamped)

WITNESSES:

SUDHIR RAJAN

Michelle Bengson F-Kin

(Witness Name typed or printed)

Nicholas N. Bahal

(Witness Name typed or printed)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or \_\_\_\_\_ online notarization, this 13<sup>th</sup> day of May, 2022, by SUDHIR RAJAN, who are personally known to me or who has produced DL as identification.

My commission expires 10/21/25

SEAL

Commission No.: HH 190098

Rosemarie G. Kua  
Notary Public

(Name typed, printed or stamped)



ROSEMARIE G. KUA  
Notary Public  
State of Florida  
Comm# HH190098  
Expires 10/21/2025

WITNESSES:

SURESH RAJAN

\_\_\_\_\_

\_\_\_\_\_

(Witness Name typed or printed)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Witness Name typed or printed)

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me, by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by SURESH RAJAN, who are personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires

Notary Public

SEAL

Commission No.:

(Name typed, printed or stamped)

## Exhibit A

The south 200 feet of the north  $\frac{1}{2}$  of the southeast  $\frac{1}{4}$  of the southwest  $\frac{1}{4}$ , east of State Road No. 3 right-of-way, except land described in ORB 559, Page 707, Section 14, Township 24S, Range 36E. Also described as Tax Parcel 574, as recorded in ORB 2462, Page 1335, of the Public Records of Brevard County, Florida.