

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 DEROSA HOLDINGS, 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 is retaining the existing RU-2-12 zoning classification(s) and desires to develop the Property as two (2) detached residential units for residency and/or rental, 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. The Developer/Owner shall develop the property as two (2) detached residential units for residency and/or rental. The property shall remain under one ownership, unless platted or developed as a condominium.
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. The Binding Development Plan modifies the Binding Development Plan dated April 21, 2022, recorded in OR Book 9482, Page 763, Public Records of Brevard County, Florida.
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 August 4, 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:

  
  
(Witness Name typed or printed)

DEROSA HOLDINGS LLC  
as DEVELOPER/OWNER

1173 NE 103<sup>rd</sup> Street  
Miami Shores, FL 33138

  
Martina Tasership  
(Witness Name typed or printed)

  
Jamie DeRosa, Manager

STATE OF Florida §

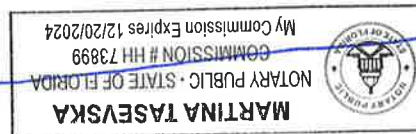
COUNTY OF Miami-Dade §

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or  
\_\_\_\_\_ online notarization, this 23<sup>rd</sup> day of August, 2022, by Jamie DeRosa, Manager

of DeRosa Holdings LLC, who is personally known to me or who has produced FL drivers license as  
identification.

My commission expires  
SEAL  
Commission No.:

Martina Tasevska  
Notary Public  
(Name typed, printed or stamped)



**EXHIBT "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 West right of way line of Atlantic Avenue, as presently located (a 100 foot wide right of way) with the South right of way line of Spring Street (a 42 foot wide right of way) and run S. 06°49'00" E., along said West right of way line of Atlantic Avenue, a distance of 83.62 feet to the Point of Beginning of the herein described parcel; thence continue S. 06°49'00" E., along said West right of way line of Atlantic Avenue, a distance of 43.85 feet to the point of curvature of a 5679.65 foot 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 00°24'04", a distance of 39.77 feet; thence leaving said West right of way line run S. 82°43'14" W., a distance of 121.86 feet; thence N. 06°49'00" W., a distance of 84.32 feet; thence N. 83°02'53" E., a distance of 122.00 feet 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 June 17, 2021, given by DeRosa Holdings LLC, as mortgagor, in favor of the undersigned, Marine Bank & Trust Company, as mortgagee, recorded in Official Records Book 9166, Page 1242, 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

Marine Bank & Trust Company

Mortgagee Corporation Name

571 Beachland Blvd Vero Beach FL 32963  
Street City State Zip Code

[Signature] Shaun Williams, SVP/Chief Lending Officer  
\*Authorized Agent Signature Authorized Agent Printed Name and Title

[Signature] Chief Credit Officer 08/10/2022  
\*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]  
Signature

Karen S Clothier  
Print Name

[Signature]  
Signature

Marc Moller  
Print Name

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of August, 20 22,  
by Brian Fowler, who is personally known to me or who has produced  
\_\_\_\_\_ as identification.

[Signature]  
Notary Public Signature

Lory Milton  
Name Printed

SEAL

