

Prepared by: STEVE ANDERSON  
Address: 2605 OSCEOLA AVE #1102  
ORLANDO FL 32801

**BINDING DEVELOPMENT PLAN**

THIS AGREEMENT, entered into this 3 day of JAN, 2023 between the  
BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of  
the State of Florida (hereinafter referred to as "County") and  
CRANE VIEW LLC  
(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-2-30 zoning classification(s)  
and desires to develop the Property as  
FALLING LEAF APARTMENTS, 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

1064

23

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 provide a \_\_\_\_\_ foot buffer on the \_\_\_\_\_ portion of the Property.
4. The Developer/Owner shall limit density to 22.5 units per acre and may be further restricted by any changes to the Comprehensive Plan or the Land Development Regulations. TOTAL 90 UNITS
5. The Developer/Owner shall limit ingress and egress to  
HWY STATE RD #3 COURTEWAY PARKWAY.
6. 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.
7. 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.
8. 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 \_\_\_\_\_. In the event the subject Property is annexed into a municipality and rezoned, this Agreement shall be null and void.
9. 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.
10. 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 9 above.

2014

11. 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)

Rita Pritchett, 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

X [Signature]  
X [Signature]  
(Witness Name typed or printed)

X Gregory R. Messer  
X 5061 Beryl Pl  
Cocoa FL 32927  
(Address)

X [Signature]  
X [Signature]  
(Witness Name typed or printed)

X [Signature]  
X [Signature]  
(Name typed, printed or stamped)


STATE OF Florida §

COUNTY OF LEE §

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or  
\_\_\_\_\_ online notarization, this 12<sup>th</sup> day of Jan, 2023, by  
Gregory Messer, Managing member  
President of Canaview LLC, who is  
personally known to me or who has produced Drivers License as identification.

[Signature]

My commission expires  
SEAL  
Commission No.:

  
\_\_\_\_\_  
Notary Public

(Name typed, printed or stamped)



SCOTT FAST  
Notary Public  
State of Florida  
Comm# HH179727  
Expires 9/27/2025

