

Prepared by: Richard Spangler
Address: 2068 Arnold Palmer Dr.
Titusville, FL 32796

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 Jerry W. Solomon and Violet Shirley Solomon, (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 BU-2 zoning classification and desires to develop the Property as boat and RV storage, 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 agree to retain all BU-1 uses and limit the BU-2 use to boat and RV storage only.
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 03/02/23. 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.

Exhibit "A"

Tax Parcel 774, as recorded in ORB 7657, Pages 2771 - 2773, of the Public Records of Brevard County, Florida. Section 06, Township 21, Range 35.

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

Rita Pritchett, Chair

(SEAL)

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 SIGNATURE

Richard Spangler

WITNESS PRINTED NAME

OWNER:



Jerry W. Solomon

(Name typed, printed or stamped)



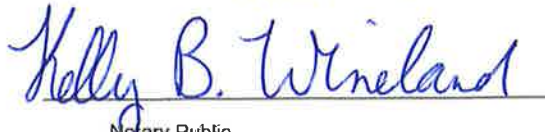
WITNESS SIGNATURE

Andrea Spangler

WITNESS PRINTED NAME

STATE OF Florida §
COUNTY OF Brevard §

The foregoing instrument was acknowledged before me, by means of X physical presence or online notarization, this 1 day of March, 2023 by Jerry W. Solomon, Property Owner, who is personally known to me or who has produced Drivers License as identification.



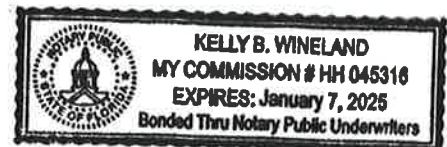
My commission expires

Notary Public

SEAL

Commission No.:

(Name typed, printed or stamped)



WITNESSES:

Richard Spangler

WITNESS SIGNATURE

Richard Spangler

WITNESS PRINTED NAME

OWNER:

Violet Shirley Solomon

Violet Shirley Solomon

(Name typed, printed or stamped)

Andrea Spangler

WITNESS SIGNATURE

Andrea Spangler

WITNESS PRINTED NAME

STATE OF Florida §
COUNTY OF Brevard §

The foregoing instrument was acknowledged before me, by means of X physical presence or
online notarization, this 1 day of March, 2023 by Violet Shirley Solomon,
Property Owner, who is personally known to me or who has produced Drivers License as
identification.

Kelly B. Wineland

My commission expires

Notary Public

SEAL

Commission

No.:

Kelly B. Wineland

(Name typed, printed or stamped)

