

RETURN: Clerk to the Board #27

Prepared by: M. David Moallem
Address: 2115 Palm Bay Road N.E. Suite 3
Palm Bay, FL 32905



BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this 1st day of March 2001, between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and Jonathan F. Lau Jr., Trustee for Myrtle F. Lau, Revocable Trust (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 General Retail Commercial 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 impact on abutting landowners and affected facilities or services; and

WHEREAS, the County authorized to regulate development of the property

NOW THEREFORE, the parties agree as follows:

1. 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.
2. Developer/Owner shall provide a 100 ft. deep and 649' wide landscape buffer on the southern most portion of the property. A portion of this 100' may be used for water retention, (not larger than 50' by length of 449') however a minimum of 100' maintained landscape buffer (a combination of existing trees and vegetation and new landscape) shall be sustained to buffer any residential neighbor from the area of Commercial Development to provide maximum isolation from any exposure to such Commercial Development.
3. The Developer/Owner shall exclude adult entertainment development and rentals or any other offensive operation.
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 development the property. This agreement provides no vested

Clerk Of Courts, Brevard County

#Pgs: 3 #Names: 3 Rec: 13.00 Serv: 0.00
Trst: 2.00 Excise: 0.00
Deed: 0.00 Int Tax: 0.00
Mtg: 0.00

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rights against changes to the 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 County the cost of recording this Agreement in 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 be binding upon any person, firm or corporation who may become the successor in interest directly or indirectly to the subject property.

IN WITNESS THEREOF, the parties hereto have caused these presents to be signed all as of the date and year first written above.

Jonathan F. Lau Jr. 11/14/2000 Susan Carlson
Jonathan F. Lau Jr. Trustee Date Board of County Commissioners
Developer/Owner As approved by the Board on Nov. 2 - 2000
2707 Steven Drive
Johnson City, TN 37604-1946

The foregoing instrument was acknowledged before me this 14 day of November, 2000 by Connie Black who is personally known to me or who has produced Drivers License as identification.

My commission expires
SEAL
Commission Notary

Connie Black
3-25-03
(Name typed, printed or stamped)

Attest:

Scott Ellis, Clerk



FN:2001038008

IR Book/Page: 4296 / 2981

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 15 day of March, 2001, by Susan Carlson, Chairman of the Board of County Commissioners of Brevard County, Florida, who is personally known to me or who has produced _____ as identification.

My commission expires

Seal
Commission No.



Bernadette S. Talsert
Notary Public

(Name typed, printed, or stamped)

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