

Prepared by: Charles B. Genoni
Glenridge East, LLC
4760 N. US1 #201
Melbourne FL 32935

**BINDING
DEVELOPMENT PLAN**

THIS AGREEMENT, entered into this _____ day of _____, 20__ between the BOARD OF COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and SEAN GLEASON and DANIELLE GLEASON, (hereinafter referred to as 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 rezoned the property to RU 1-13 and AU zoning classification and desires to develop the Property as a Single-Family Subdivision, 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 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. 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. The Developer/Owner shall:

- Limit the project density to 22 units.

3. 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 Comprehensive Plan or land development regulations as they may apply to this Property.

4. Developer/Owner, upon execution of this Agreement, shall pay to the Clerk of Courts the cost of recording this Agreement in the Public Records of Brevard County, Florida.

5. This Agreement shall be binding and shall insure 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 and be subject to the above referenced conditions as approved by the Board of County Commissioners on _____ 20____. In the event the subject Property is annexed into a municipality and rezoned, this agreement shall be null and void.

6. Violation of this Agreement will also constitute a violation of the Zoning Classification and this Agreement may be enforced by Sections 1.7 and 62-5, Code of Ordinances of Brevard County, Florida, as may be amended.

7. Conditions precedent. All mandatory conditions set forth in this Agreement mitigate the potential for incompatibility and must be satisfied before Developer/Owner may implement the approved use(s), unless stated otherwise. The failure to timely comply with any mandatory condition is a violation of this Agreement, constitutes a violation of the Zoning Classification and is subject to enforcement action as described in Paragraph 6 above.

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 Jamison Way
Viera, FL 32940

Scott Ellis, Clerk
(SEAL)

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:

OWNERS

Witness sign & Print

Sean Gleason

Witness Sign & Print

Witness Sign & Print

Danielle Gleason

Witness Sign & Print

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,

by _____, as _____ of _____,

who is personally known or produced _____ as identification.

My commission expires _____
Commission no _____
SEAL

Notary Public
(Name typed, printed or stamped)

EXHIBIT A

Address: 1550 E CRISAFULLI RD MERRITT ISLAND FL 32953
Parcel ID: 23-36-24-00-2

PROPOSED 9.47-ACRE SPLIT LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 23 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 23 SOUTH, RANGE 36 EAST AND RUN ALONG THE EAST LINE OF SECTION 24, SOUTH 00° 02' 54" WEST, A DISTANCE OF 1,331.94 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE INTERSECTION OF THE AFOREMENTIONED EAST SECTION LINE AND THE NORTH PROPERTY LINE OF PARCEL 23-36-24-00-2. THENCE, RUN ALONG SAID EAST SECTION LINE, SOUTH 00° 02' 54" WEST, A DISTANCE OF 858.08 FEET; THENCE, DEPARTING SAID EAST SECTION LINE, RUN NORTH 89° 57' 06" WEST, A DISTANCE OF 321.37 FEET; THENCE, NORTH 00° 01' 28" WEST, A DISTANCE OF 453.72 FEET; THENCE, RUN NORTH 88° 51' 01" WEST, A DISTANCE OF 344.54 FEET TO THE WEST PROPERTY LINE OF THE AFOREMENTIONED PARCEL; THENCE, RUN ALONG THE WEST LINE OF THE AFOREMENTIONED PARCEL NORTH 00° 05' 38" EAST A DISTANCE OF 392.57 FEET TO THE NORTH PROPERTY LINE OF THE AFOREMENTIONED PARCEL. THENCE DEPARTING THE AFOREMENTIONED WEST LINE RUN ALONG THE AFOREMENTIONED NORTH LINE NORTH 89° 36' 14" EAST, A DISTANCE OF 666.13 FEET TO THE POINT OF BEGINNING CONTAINING 412,492.32 SQUARE FEET OR 9.4695 ACRES MORE OR LESS.

PROPOSED 12.74-ACRE SPLIT LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 23 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH QUARTER CORNER OF SECTION 24, TOWNSHIP 23 SOUTH, RANGE 36 EAST AND RUN ALONG THE SOUTH LINE OF SECTION 24, SOUTH 89° 57' 41" EAST, A DISTANCE OF 2013.97 FEET TO THE POINT OF BEGINNING, SAID POINT BEING AT THE INTERSECTION OF THE AFOREMENTIONED SOUTH SECTION LINE AND THE WEST PROPERTY LINE OF PARCEL 23-36-24-00-2, THENCE DEPARTING SAID SOUTH SECTION LINE RUN ALONG THE WEST PROPERTY LINE NORTH 00° 02' 10" WEST, A DISTANCE OF 2668.24 FEET; THENCE RUN NORTH 00° 05' 38" EAST, A DISTANCE OF 937.83 FEET; THENCE DEPARTING THE AFOREMENTIONED WEST PROPERTY LINE RUN SOUTH 88° 51' 01" EAST, A DISTANCE OF 344.54 FEET; THENCE RUN SOUTH 00° 01' 28" EAST, A DISTANCE OF 453.72 FEET, THENCE RUN SOUTH 89° 57' 06" EAST, A DISTANCE OF 321.37 FEET TO THE EAST PROPERTY LINE OF THE AFOREMENTIONED PARCEL AND THE EAST SECTION LINE OF SAID SECTION 24; THENCE RUN ALONG THE EAST PROPERTY LINE AND SAID EAST LINE OF SAID SECTION 24 SOUTH 00° 02' 54" WEST A DISTANCE OF 473.86 FEET TO THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 23 SOUTH, RANGE 36 EAST A FOUND UNITED STATES ARMY CORNER OF ENGINEERING CONCRETE MONUMENT, THENCE DEPARTING SAID EAST PROPERTY LINE, RUN SOUTH 89° 44' 13" WEST ALONG THE NORTH LINE OF THE SE QUARTER OF THE AFOREMENTIONED SECTION 24, A DISTANCE OF 637.18 FEET; THENCE DEPARTING SAID NORTH LINE OF THE SE QUARTER OF SAID SECTION 24, RUN SOUTH 00° 02' 10" EAST A DISTANCE OF 2668.36 TO THE SOUTH LINE OF SAID SECTION 24, THENCE RUN ALONG THE AFOREMENTIONED SOUTH LINE SOUTH 89° 57' 41" WEST A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING, SUBJECT TO ANY PRESCRIPTIVE RIGHTS OF EAST CRISAFULLI ROAD CONTAINING 554,963.62 SQUARE FEET OR 12.7402 ACRES MORE OR LESS.

