

## **BINDING DEVELOPMENT PLAN**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of January, 2020, between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as “County”) and RIVER GROVE MOBILE HOME VILLAGE I & II, LTD, a Florida limited partnership (hereinafter referred to as “Owner”).

### **RECITALS**

WHEREAS, 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, Owner has requested the TR-3 zoning classification(s) and desires to continue using the Property as a mobile home park, and pursuant to the Brevard County Code, Section 62-1157; and

WHEREAS, as part of its plan for development of the Property, 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 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 Owner shall limit density to the 173 mobile home sites that are already existing on the Property and will not add any additional units.

3. Owner shall comply with all regulations and ordinances of Brevard County, Florida. This agreement provides no vested rights against changes to the Comprehensive Plan or land development regulations as they may apply to this Property.

4. Owner, upon execution of this Agreement, shall pay to the County the cost of

recording this Agreement in the Public Records of Brevard County, Florida.

5. 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, and 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.

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 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 WHEREOF, 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

\_\_\_\_\_  
Scott Ellis, Clerk  
(SEAL)

\_\_\_\_\_  
Rita Pritchett, Chair  
As approved by the Board on \_\_\_\_\_



(Corporate Seal)

Connie S. Douglas  
Connie S. Douglas, Secretary

OWNER

RIVER GROVE MOBILE HOME VILLAGE  
INC., as General Partner of RIVER GROVE  
MOBILE HOME VILLAGE I & II, LTD.  
Address: 9440 Highway US 1  
Sebastian, Florida 32976

BY: Bonnie Douglas  
Bonnie Douglas, President of River Grove  
Mobile Home Village Inc.

Signed, sealed and delivered in the  
presence of:

Edmond L. Eley  
Witness  
EDMOND L. ELEY  
Printed Name

Judith A. Hard  
Witness  
JUDITH A. HARD  
Printed Name

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 27 day of January, 2020, by BONNIE DOUGLAS, President of River Grove Mobile Home Village Inc., General Partner of River Grove Mobile Home Village I & II, LTD, on behalf of the Corporation, who is personally known to me, and who acknowledged that she executed this Binding Development Plan freely and voluntarily for the purposes therein expressed.

Judith A. Hard  
Notary Public – State of Florida  
Printed Name: \_\_\_\_\_  
My Commission Expires \_\_\_\_\_





**EXHIBIT A**  
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From the intersection of the South line of the North 786.51 feet of Government Lots 2 and 5, in Section 14, Township 30 South, Range 38 East, Brevard County, Florida, and the Westerly right of way line of US Highway No. 1, run North 89°29'18" West a distance of 187.00 feet to the Point of Beginning of the herein described parcel; thence run South 00°26'36" West a distance of 100.00 feet; thence run South 89°29'18" East a distance of 231.24 feet to the said Westerly right of way line of US Highway No. 1 and a point on a curve to the Southeast, said curve having for its elements a radius of 8672.41 feet, a central angle of 0°53'17"; thence along said curve an arc distance of 134.42 feet to the point of tangency; thence run South 24°39'48" East along said Westerly right of way line a distance of 186.37 feet to the South line of the North 293.76 feet of the South 448.49 feet of Government Lots 2 and 5, Section 14, Township 30 South, Range 38 East, Brevard County, Florida; thence run North 89°33'24" West along said South line a distance of 1462.19 feet to the Easterly right of way of Florida East Coast Railway; thence run North 2°14'02" West along said East right of way a distance of 357.15 feet to the point of curvature of a curve concave to the West; thence along said curve having a radius of 5779.65 feet and a central angle of 0°21'18", an arc distance of 35.81 feet to the South line of the North 786.51 feet of the said Government Lots 2 and 5; thence run South 89°29'18" East along the said North line a distance of 1114.25 feet to the point of beginning. Together with the South 100.0 feet of the North 886.51 feet, lying East of US Highway No. 1, of Government Lots 2 and 5, in Section 14, Township 30 South, Range 38 East, Brevard County, Florida; and

From the Northeast corner of the North 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 14, Township 30 South, Range 38 East, Brevard County, Florida, said point also being the point of beginning run South 0°15'21" West a distance of 115.00 feet; thence run South 89°32'49" East a distance of 586.68 feet to the West right of way of the Florida East Coast Railroad, said point also being on a curve concave to the Southwest; thence Southeasterly along said curve having a radius of 5679.65 feet, a central angle of 7°14'20", an arc distance of 717.57 feet to a point of tangency; thence run South 2°13'14" East a distance of 507.52 feet; thence run North 89°32'04" West a distance of 684.76 feet; thence run North 00°15'21" East a distance of 1167.02 feet; thence run North 89°32'41" West a distance of 301.95 feet; thence run North 9°14'29" West a distance of 170.00 feet; thence run South 89°32'41" East a distance of 330.00 feet to the point of beginning; and

Beginning at the intersection of the Westerly right of way of U.S. Highway No. 1 and the North line of South 100.00 feet of the North 886.51 feet of Government Lots 2 and 5, Section 14, Township 30 South, Range 38 East, Brevard County, Florida, said point being the point of beginning of the following described property: Run North 89°25'18" West a distance of 187.00 feet; thence run South 00°34'42" West a distance of 100.00 feet; thence run South 89°25'18" East a distance of 231.12 feet to the Westerly right of way of said U.S. Highway No. 1; thence run Northwesterly and along a curve, having a radius of 8672.41 feet and a central angle of 00°43'20", an arc distance of 109.32 feet to the point of beginning.

**LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:**

A parcel of land lying in Section 14, Township 30 South, Range 38 East, Brevard County, Florida being a portion of those lands described in Official Records Book 3614, Page 3232, of the Public Records of Brevard County, Florida and being more particularly described as follows:

**EXHIBIT A**  
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Commence at the Southwest corner of lands described in Official Records Book 5033, Page 1534 of said Public Records and run South  $89^{\circ}25'18''$  East along the South line of said lands and along the North line of said lands described in Official Records Book 3614, Page 3232, a distance of 118.20 feet to the Point of Beginning of the herein described parcel: Thence continue South  $89^{\circ}25'18''$  East along the South line of said lands described in Official Records Book 5033, Page 1534 and the North line of said lands described in Official Records Book 3614, Page 3232, a distance of 112.78 feet to the intersection with the Westerly Right-of-Way line of U.S. Highway No. 1, a 143 foot wide public Right-of-Way as presently occupied, said Westerly Right-of-Way line being a circular curve concave to the Northeast and having for its elements a radius of 8672.41 feet, a chord of 134.62 feet and a chord direction of South  $24^{\circ}16'53''$  East; thence run Southeasterly along the said Westerly Right-of-Way line and along arc of said curve through a central angle of  $00^{\circ}53'22''$  an arc distance of 134.62 feet to a point of tangency; thence departing said Westerly Right-of-Way line run South  $74^{\circ}08'16''$  West a distance of 126.43 feet; thence North  $16^{\circ}25'04''$  West a distance of 165.00 feet to the Point of Beginning.