

Handy Crawford Clerk Circuit Court
Recorded and Verified Brevard County, FL
Pgs. 1 # Names 4
Trust Fund 4.00 Rec Fee 29.00
Stamp-Deed _____ Excise Tx _____
Stamp-Mtg _____ Int Tx _____
Service Chg _____ Refund _____

BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this 12th day of March, 1993, between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and Brevard County Solid Waste Management Department "Developer" and Paul D. Salisbury and Eula J. Salisbury "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

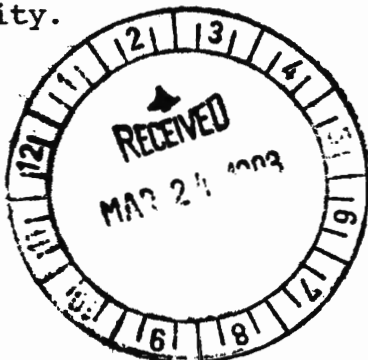
WHEREAS, Developer/Owner desires to develop the Property as the North Brevard Yard Waste Mulching and Recycling Facility, and pursuant to the Brevard County Code, Section 14-20.23; and

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. Developer/Owner shall locate the yard waste processing, curing and open storage areas not less than four hundred (400) feet from the southern, eastern, and northern Property limits and not less than one hundred (100) feet from the western Property line.
2. Developer/Owner shall locate stormwater retention areas not less than two hundred (200) feet from southern, eastern and northern Property limits.
3. The Developer/Owner shall locate parking areas not less than two hundred (200) feet from Property line.
4. The Developer/Owner shall provide separate loading/unloading areas for commercial and residential users of the facility.



page 1 of 7

*Brevard Co. Solid
Waste Manag.
2725 St. Johns St.
Building D 2nd Fl.
Melb. FL 32940*

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BK3273PG4186

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344656

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5. Developer/Owner shall designate an area which may be used by local organizations and the general public for a public garden demonstration area. Such area will be located in the northeastern portion of the Property not less than one hundred seventy five (175) feet from Property limits. Developer/Owner will provide markers to identify the designated area.

6. Developer/Owner shall limit ingress and egress to a single access road to be located to form the westbound, departure and eastbound approach lanes for a new intersection to be constructed for realignment of the intersection of Park Avenue and State Road 405.

7. Developer/Owner shall provide landscaping for the facility entrance way designed to provide screening of facility operations.

8. Developer/Owner shall not clear existing natural vegetation from undeveloped portions of the Property except as required for maintenance. However, nothing herein shall prevent clearing vegetation as necessary at the time of development.

9. Developer/Owner shall not adversely impact or fill major wetlands systems within the Property that are contiguous to off-site wetlands.

10. Developer/Owner shall comply with all regulations and ordinances of Brevard County, Florida. This Agreement constitutes Developer/Owner's agreement to meet additional standards or restrictions applicable for developing the Property at the time of development.

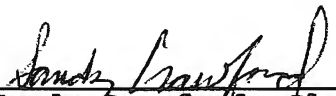
11. Developer/Owner, upon execution of the Agreement, shall pay to the County the cost of recording this Agreement in Brevard County, Florida.

12. 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 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.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA
2725 St. Johns Street
Melbourne, Florida 32940


Sandy Crawford, Clerk
(SEAL)


Karen S. Andreas, Chairman

STATE OF FLORIDA
COUNTY OF BREVARD

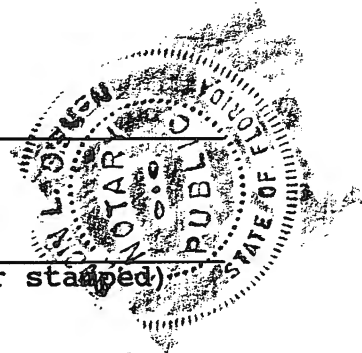
The foregoing instrument was acknowledged before me this 13 day of March 1993, by Karen S. Andreas, Chairman of the Board of County Commissioners of Brevard County, Florida, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

My commission expires
SEAL NOTARY PUBLIC STATE OF FLORIDA AT L.A.
MY COMMISSION EXPIRES DECEMBER 02, 1994
BONDED THRU AGENT'S NOTARY BROKERS.

Commission No.:


Notary Public


(Name typed, printed or stamped)



WITNESSES:

DEVELOPER

Brevard County Solid Waste Management
Department
2725 St. Johns Street
Building D, Second Floor
Melbourne, Florida 32940-6602

Katherine Wall

Katherine Wall
(Witness Name typed)

Gloria J. Harris

Gloria J. Harris
(Witness Name typed)

Richard D. Rabon
Richard D. Rabon, Director

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before this 12
day of March 1993, by Richard D. Rabon, Director of Brevard County
Solid Waste Management Department, who is personally known to me or
who has produced _____ as identification and who did
(did not) take an oath.

My commission expires

Edith A. Moore
SEAL Notary Public

Commission No.

Edith A. Moore
(Name typed, printed or stamped)



EDITH A. MOORE
My Comm Exp. 2-23-96
Bonded By Service Ins. Co
No CC182342

WITNESSES:

OWNER

Paul D. Salisbury
125 Broad Street
Titusville, Florida 32796

Sherry Simone

Sherry Simone
(Witness Name typed)

Blaise M. Mancini

Blaise M. Mancini
(Witness Name typed)

Paul D. Salisbury
Paul D. Salisbury, Owner

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before this 11th
day of March 1993, by Paul D. Salisbury, Owner, who is personally
known to me or who has produced _____ as
identification and who did (did not) take an oath.

My commission expires
Notary Public, State of Florida
My Commission Expires March 23, 1995.
Commission No. Issued by The Fidelity Insurance Inc.
CC083193

Blaise M. Mancini
SEAL Notary Public

MR. BLAISE M. MANCINI
(Name typed, printed or stamped)



WITNESSES:

OWNER

Eula J. Salisbury
125 Broad Street
Titusville, Florida 32796

Joyce Hickman

Joyce Hickman
(Witness Name typed)

Blaise M. Mancini

MR. Blaise M. Mancini
(Witness Name typed)

Eula J. Salisbury
Eula J. Salisbury, Owner

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before this 11th
day of March 1993, by Eula J. Salisbury, Owner, who is personally
known to me or who has produced _____ as
identification and who did (did not) take an oath.

My commission expires
Notary Public, State of Florida
My Commission Expires March 23, 1995
Bonded Thru Troy Fain - Insurance Inc.
Commission No.
CC083193

Blaise M. Mancini
SEAL

Notary Public

MR. Blaise M. Mancini
(Name typed, printed or stamped)



EXHIBIT "A"

Lots 97, 98, 99, 100, 125, 126, 127 and Lot 129, Titusville Fruit and Farm Lands P.B. 2/PG.29 of the Public Records of Brevard County, Florida, Located in Section 18, Township 22 South, and Range 35 East.

and

Lots 1, 2, 3 and Lot 4, Titusville Fruit and Farm Lands P.B. 2/PG.29 of the Public Records of Brevard County, Florida, Located in Section 19, Township 22 South, and Range 35 East.

BK 8273 PG 41192
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