

Prepared by: Kimberly B. Rezanka
Cantwell & Goldman, P.A.
96 Willard Street, Suite 302
Cocoa, FL 32922

BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this _____ day of _____, 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 **CANAVERAL LANDING, LLC**, a Wyoming limited liability company, (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 TRC-1 zoning classification(s) and desires to develop the Property as a mobile home cooperative with a cluster development of mobile homes, 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 density to 100 units, consistent with the RES4 future land use designation, and may be further restricted by any changes to the Comprehensive Plan or the Land Development Regulations.
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 Court 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 _____, 2020. 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 Jamieson Way
Viera, FL 32940

Scott Ellis, Clerk
(SEAL)

Bryan Lober, 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:

CANAVERAL LANDING, LLC, a Wyoming limited liability co.
as DEVELOPER/OWNER

(Witness Name typed or printed)

1712 Pioneer Avenue, Suite 285
Cheyenne, WY 82001

(Witness Name typed or printed)

NICHOLAS J. DOTTORE
President of Wyoming American Holdings, LLC,
the Preferred Member and Manager of Canaveral
Landing, LLC

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by Nicholas J. Dottore, President of Wyoming American Holdings, LLC, the Preferred Member and Manager of CANAVERAL LANDING, LLC, a Wyoming limited liability company, who is personally known to me or who has produced as identification.

My commission expires
SEAL
Commission No.:

Notary Public

(Name typed, printed or stamped)

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EXHIBIT "A"

A part of the East 1/2 of the West 1/2 of the SW 1/4 of Section 36, Township 23 South, Range 35 East, Brevard County, Florida, being more particularly described as follows: For a point of reference, commence at the SW corner of said Section 36, thence East along the South line of said Section 36 a distance of 669.58 feet; thence N. 0 degrees 20' 47" W., 50 feet to the Point of Beginning; said point being on the Northerly R/W of Canaveral Groves Blvd.; thence N. 0 degrees 20' 47" W., 2218.02 feet; thence N. 89 degrees 32' 10" E., 671.18 feet; thence SO degrees 18' 07" E., 2222.93 feet to the Northerly right of way line of Canaveral Groves Blvd.; thence West 669.46 feet to the Point of Beginning.

JOINDER IN BINDING DEVELOPMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the authorized agent and signatory for the owner and holder of that certain Purchase-Money First Mortgage dated December 16, 2019, given by Canaveral Landing, LLC, a Wyoming Limited Liability Company as mortgagor, in favor of the undersigned, Hammocks Brevard, LLC, as mortgagee, recorded in Official Records Book 8619, Page 2358, Public Records of Brevard County, Florida, and encumbering lands described in said Mortgage, does hereby join in the foregoing Binding Development Agreement for the purpose of consenting to the change of property use and development requirements as set forth therein.

MORTGAGEE: Hammocks Brevard, LLC, 1835 S Atlantic Ave., 704, Cocoa Beach, FL 32931

Hammocks Brevard, LLC,
a Florida limited liability company

WITNESSES:

By: _____

(Print Name)

Its: _____

(Print Name)

(Print Name)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by ☐ physical presence or ☐ online notarization this ____ day of _____, 2020, by _____, as _____ of Hammocks Brevard, LLC, a Florida limited liability company, who (check one) ☐ is personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____.

Print Name: _____
Notary Public, State of Florida