

Prepared by: Noel Droor, NAJJAD, Inc.
Address: 580 N. Wickham Rd, #E, Melbourne. FL 32935

BINDING DEVELOPMENT AGREEMENT

THIS AGREEMENT, entered into this 21 day of Nov., 2017,
between the BOARD OF COUNTY COMMISSIONERS OF BREVARD
COUNTY, FLORIDA, a political subdivision of the State of Florida
(hereinafter referred to as "County") and NAJJAD, INC. a Florida
corporation (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, EU zoning
classification(s) 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. NOWHEREFORE, 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, until such time as the improvements are

and platted as public streets by the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY. 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, lying outside of the proposed public right-of-ways.

2. The Developer/Owner shall limit density to Forty (40) ~~single family~~ units and may be further restricted by any changes to the Comprehensive Plan or the Land Development Regulations.

3. The Developer/Owner shall limit ingress and egress to Smith Road.

4. Developer will not share access with the north parcel 24-36-11-00-250 (AKA Harvey's property). For North parcel legal description see exhibit "B".

5. Developer shall provide an approximately 200 feet long landscape berm at the east side of the entrance. If constructing a landscape berm is not feasible, 6' high, 200 feet long wall will be constructed instead of the landscape berm.

6. Developer/Owner to construct the retention pond at the South side of the property to provide buffer to the South parcels.

7. Each house constructed shall be minimum of 2,500 square feet.

8. Developer/Owner shall comply with all regulations and ordinances of Brevard County, Florida, including the restrictions and minimum code requirements for the EU zoning category. This Agreement constitutes Developer's/Owner's agreement to meet additional standards or restrictions in developing the Property, and are as follows:

- All streets shall be curbed and guttered.
- All streets shall have sidewalks.
- All utilities shall be underground.

9. This agreement provides no vested rights against changes to the Comprehensive Plan or land development regulations as they may apply to this Property.

10. Developer/Owner, upon execution of this Agreement, shall pay to the County the

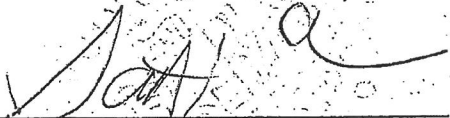
10. Developer/Owner, upon execution of this Agreement, shall pay to the County the cost of recording this Agreement in the Public Records of Brevard County, Florida.

11. 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.

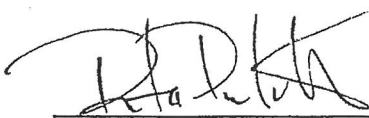
12. Violation of this Agreement will also constitute a violation of the Zoning Classification and this Agreement may be enforced by Sections 17 and 62-5, Code of Ordinances of Brevard County, Florida, as it may be amended.

13. 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 12 above.

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



Scott Ellis, Clerk
(SEAL)



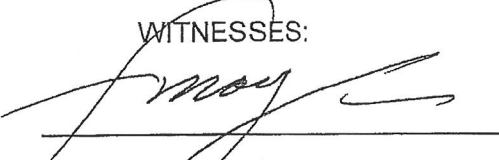
RITA PRITCHETT CHAIRWOMAN

As approved by the Board on 11/21/17

(Please note: You must have two witnesses and a notary for each signature required. The notary may serve as one witness.)

WITNESSES:

DEVELOPER/OWNER

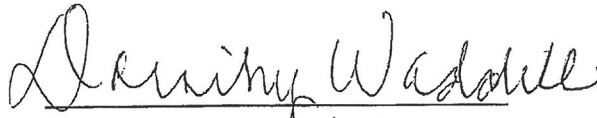


Frank Moayer

(Witness Name typed or printed)

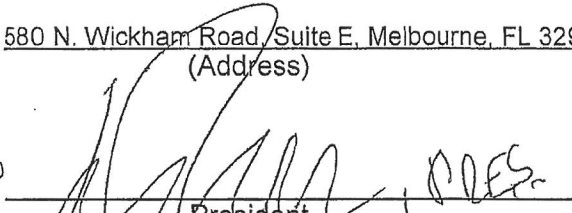
NAJJAD, INC.

580 N. Wickham Road, Suite E, Melbourne, FL 32935
(Address)



DOROTHY WADDILL

(Witness Name typed or printed)



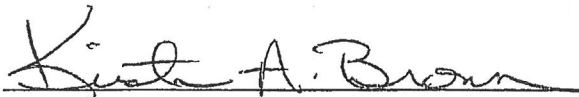
President
Noel Droor, President
(Name typed or printed)

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 1 day of November, 2017, by Noel Droor, as President of NAJJAD, INC., a Florida corporation, who is personally known to me.

My commission expires
SEAL
Commission No.:



(Name typed, printed, or stamped)

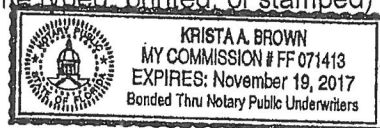


EXHIBIT 'A'

PARCEL ONE

All of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 11, Township 24 South, Range 36 East, excepting the South 630 feet thereof:

The west 330 feet of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 11, Township 24 South, Range 36 East, all in Brevard County, Florida; ~~TOGETHER WITH an easement for private roadway purpose over the West 25 feet and the North 40.33 feet of the West 330 feet of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 11, Township 24 South, Range 36 East;~~ Also an easement for private roadway purposes over the North 66 feet of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 11, Township 24 South, Range 36 East, lying East of State Road Number 3, as described in Deed Book 375, Pages 440 and 441, Public Records of Brevard County, Florida. TOGETHER WITH an easement for pumping water in the drainage ditch along the northern boundary line of the east 330 feet of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 11, Township 24 South, Range 36 East.

TOGETHER WITH:

PARCEL TWO

A parcel of land lying in the Southeast quarter of the Northwest quarter of Section 11, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of the Northwest quarter and run S.89° 41' 35" W., a distance of 900.00 feet; thence run N.00° 18' 32" W., parallel with the East line of said Southeast quarter of the Northwest quarter, 25.00 feet to a point on the North right of way line of Smith Road; thence run S.89° 41' 35" W. along said right of way line a distance of 183.40 feet to the Point of Beginning; Thence continue S.89° 41' 35" W., a distance of 85.00 feet; thence run N.00° 18' 32" W., a distance of 604.98 feet to a point on the South line of that certain parcel of land as described in Official Records Book 2482, Pages 0999 and 1000, of the Public Records of Brevard County, Florida; thence run N.89° 41' 35" E., along said South line a distance of 85.00 feet; thence run S.00° 18' 32" E., a distance of 604.98 feet to the Point of Beginning. Said parcel containing 1.181 acres more or less. [Which is the same property as conveyed in deed recorded in O.R. Book 4701, Page 2602, Public Records of Brevard County, Florida.]



CFN 2005012153

OR Book/Page: 5408 / 4795

EXHIBIT "B"

LEGAL DESCRIPTION OF PROPERTY LOCATED TO THE NORTH

The Northeast one-quarter (NE 1/4) of the Northwest one-quarter (NW 1/4) of Section 11, Township 24 South, Range 36 East, Brevard County, Florida.

AND

The North 100 feet of that portion of the Northwest 1/4 of the Northwest 1/4 of Section 11, Township 24 South, Range 36 East, Brevard County, Florida, lying East of the East right-of-way line of State Road# 3.

JOINDER IN BINDING DEVELOPMENT PLAN

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the authorized agent and signatory for the owner and holder of that certain Mortgage dated JANUARY 12, 2005, given by FLORIDA BUSINESS BANK as mortgagor, in favor of the undersigned, NATJAD, INC., as mortgagee, recorded in Official Records Book 5409, page

4220, Public Records of Brevard County, Florida, and encumbering lands described in said Mortgage, does hereby join in the foregoing Binding Development Plan for the purpose of consenting to the change of property use and development requirements as set forth therein.

WITNESSES:

MORTGAGEE NAME/ADDRESS
FLORIDA BUSINESS BANK
340 N. HARBOR CITY BLVD.
MELBOURNE, FL 32935
(Address)

[Signature]

[Signature] Authorized
Agent Signature

TERRY Z. GABBARD
(Witness name typed or printed)

WILLIAM R. NORRIS, PRESIDENT/CEO
(Name/title typed, printed or stamped)

Patricia L Carroll

PATRICIA L CARROLL
(Witness name typed or printed)

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this day 10th of October, 2017, by William R NORRIS who is personally known to me or who has produced _____ as identification

My commission expires

SEAL

Patricia L Carroll

