

Prepared by: MBV Engineering, Inc.  
Address: 1250 W. Eau Gallie Blvd., Melbourne, FL 32935

## **BINDING DEVELOPMENT PLAN**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and Lazy River Investments, LLC, a Florida 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 a RES1 Land Use Amendment and desires to develop the Property as single family residential, which currently is zoned RU-1-13, 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. Developer/Owner shall limit the property to eight (8) lots maximum.
3. The minimum floor area shall be 2,000 sq.ft.
4. All lots shall be one (1.0) acre minimim.

5. The FEMA determined Base Flood Elevation (BFE) will be revised in late 2019/early 2020. The BFE is anticipated to increase from 4.5 feet NAVD to 5.3 feet NAVD. The Owner/Developer agrees to have all BFE's within the property comply with the updated FEMA elevation of 5.3 NAVD, or the minimum required by FEMA at the time of development, whichever is more restrictive.

6. All specimen oak trees, as shown on survey (See Attachment B) shall be preserved, unless it falls within the limits of the house pad, OSTDS system, driveway, roadway, stormwater management system or if significant fill is required by any permitting agency due to flood zone requirements, coastal high hazard requirements, tidal rise requirements, stormwater requirements, or other similar regulation requirements of the County, State, or Federal regulations.

7. All OSTDS systems for sewer collection and treatment installed within 60 meters of the IRL system shoreline shall reduce total nitrogen in the effluent by at least 65%, in compliance with County Code Secs. 46-87 thru 90 and State regulations.

8. No impact to the existing Mangrove Wetland Shoreline Fringe will be allowed.

9. Only one access connection shall be allowed to Fleming Grant Road, which shall be a road meeting County requirements.

10. A 15' perimeter buffer tract shall be provided along the road right-of-way and the east and west property lines of the Property.

11. 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.

12. 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.

13. 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.

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 it may be amended.

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)

\_\_\_\_\_  
Kristine Isnardi  
Chair

As approved by the Board on \_\_\_\_\_

WITNESSES:

DEVELOPER/OWNER

\_\_\_\_\_  
\_\_\_\_\_  
(Witness Name typed or printed)

\_\_\_\_\_  
\_\_\_\_\_  
(Address)

\_\_\_\_\_  
\_\_\_\_\_  
(Witness Name typed or printed)

\_\_\_\_\_  
(President)  
\_\_\_\_\_  
(Name typed, printed or stamped)

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, President of \_\_\_\_\_, 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)

**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 \_\_\_\_\_, given by \_\_\_\_\_, as mortgagor, in favor of the undersigned, \_\_\_\_\_, as mortgagee, recorded in Official Records Book \_\_\_\_\_, page \_\_\_\_\_, 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

\_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
(Witness name typed or printed)

\_\_\_\_\_  
(Name/title typed, printed or stamped)

\_\_\_\_\_

\_\_\_\_\_  
(Witness name typed or printed)

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires

\_\_\_\_\_  
Notary Public

SEAL

Commission No.:

\_\_\_\_\_  
(Name typed, printed or stamped)

# Exhibit A

## **Legal Description**

LOTS 10 AND 11, ALLEN ET AL SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 77, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

