

Prepared by : Carmine Ferraro, Trustee
4725 Fay Blvd Land Trust #1, U/A/D 02/10/2008
4265 Fay Blvd, Cocoa, FL 32927

BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into on _____, 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 4725 FAY BLVD LAND TRUST AGREEMENT #1 U/A/D 02/10/2008 (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 desires to develop the property as BU-1 (as a hardware store with outdoor garden center) and pursuant to the Brevard County Code, Section 62-1482; 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 desires to modify that certain Binding Development Plan dated March 4, 2008 recorded in Official Record Book 5848, Page 4612, and subsequently modified again on May 13, 2014 recorded in Official Record Book 7129, Page 1312

3. This agreement shall supercede in the event where there is a conflict with with any prior agreement in force.

4. Notwithstanding the uses permitted in BU-1, the Developer/Owner agrees that all of the uses listed in BU-1 shall remain prohibited except the following ; Hardware store with outdoor garden center. Developer shall retain the right to all permitted uses listed in the BU-1A (Restricted Neighborhood Retail Commercial) pursuant to the Brevard County Code, Section 62-1481, with the exception of the following uses, adult entertainment, package liquor stores, gaming rooms, adult arcade, internet café, billiard hall, single family residence, group homes, foster homes, resort dwellings, coin laundromat. which shall remain prohibited.

5. The Developer/Owner shall modify the access as follows; open the previously closed Adams Place driveway which is located on southwest corner of property and indentify this driveway with signage stating “Delivery Entrance Only – Not for Customer Traffic” and provide a gate that is opened and closed for such deliveries.

6. 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.

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

8. 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.

9. 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.

10. Conditions precedent. All mandatory conditions set forth in this Agreement mitigate 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 described in Paragraph 9 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)

_____, Chair
As approved by the Board on _____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, Chair of the Board of County Commissioners of Brevard County, Florida, who is personally known to me or who has produced _____ as identification.

Notary Public:

SEAL

Printed Name: _____
My commission expires: _____

WITNESSES:

DEVELOPER/OWNER
4725 FAY BLVD LAND TRUST AGREEMENT #1
U/A/D 02/10/2008

Printed Name: _____

By: _____
Its: _____

Printed Name: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____ as _____ of 4725 FAY BLVD LAND TRUST AGREEMENT #1 U/A/D 02/10/2008, who is personally known to me or who has produced _____ as identification.

Notary Public

SEAL

Printed Name: _____
My commission expires: _____

Exhibit "A"

Legal Description:

Lot 12, Block 81, except the East 45 feet, PORT ST. JOHN UNIT THREE, according to the plat thereof, as recorded in Plat Book 22, Pages 25 through 35, of the Public Records of Brevard County, Florida.

Street Address: 4725 Fay Blvd.

Less and Except:

A PORTION OF LOT 12, BLOCK 81, EXCEPT THE EAST 45 FEET THEREOF, PORT ST. JOHN UNIT THREE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGES 25 THROUGH 35, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 12, BLOCK 81, THENCE ALONG THE WEST LINE OF SAID LOT 12, ALONG THE EAST RIGHT OF WAY OF ADAMS PLACE, N 00°27'48" W, 55.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LINE OF SAID LOT 12, ALONG THE EAST RIGHT OF WAY OF ADAMS PLACE N 00°27'48" W, 224.25 FEET TO A POINT OF CURVATURE; THENCE 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF N44°32'12" E, 35.36 FEET TO A POINT OF TANGENCY; THENCE ALONG THE NORTH LINE OF SAID LOT 12, ALONG THE SOUTH RIGHT OF WAY OFF AY BOULEYARD, N 89°32'12" E, 165.35 FEET; THENCE DEPARTING THE NORTH LINE OF SAID LOT 12, S 00°27'48" E, 103.70 FEET; THENCE S 89°32'12" W, 27.60 FEET; THENCE S 00°27'48" E, 125.00 FEET; THENCE S 71°25'18" W, 109.57 FEET; THENCE N 77°28'34" W, 60.15 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 0.99 ACRES MORE OR LESS.

Street Address: 4755 Fay Blvd