

Prepared by: Kimberly B. Rezanka
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1290 U.S. Highway 1, Ste. 201
Rockledge, FL 32955

BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this _____ day of _____, 2021, between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as "County") and **5971 Cedar Lake Drive Revocable Land Trust** and **U.S. Highway No. 1 Commercial Land Trust**, (hereinafter collectively referred to as "Developer/Owner"); and hereby replaces in its entirety the Binding Development Plan recorded in Official Records Book 5683, Page 716, Public Records of Brevard County, Florida.

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 TR-1 zoning classification(s) and desires to develop the Property as a manufactured home 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.

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 provide a 6 foot high opaque buffer on the southern boundary of the Property.

3. The Developer/Owner shall limit density to a total of 200 units on the Property and may be further restricted by any changes to the Comprehensive Plan or the Land Development Regulations.
4. Vehicular access to Vineland Street from the Property is prohibited.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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 8 above.

Signatures on next page

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

_____, Clerk
(SEAL)

_____, Chair
As approved by the Board on _____

WITNESSES:

5971 CEDAR LAKE DRIVE LAND TRUST
and U.S. HIGHWAY NO. 1 COMMERCIAL LAND TRUST
as 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
, 2021, 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)



Exhibit A

PARCEL 1:

A parcel of land lying in Section 24, Township 23 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 24 and run North $01^{\circ} 35' 53''$ West along the East line of said Section 24, a distance of 1329.95 feet to the Southeast corner of the North Half of the Southeast Quarter, the Point of Beginning; thence continue North $01^{\circ} 35' 53''$ West along said East line, a distance of 979.95 feet to a point located 350.00 feet South of the East Quarter corner of Section 24, said point being on the South line of lands per Official Records Book 661, Page 1026; thence South $88^{\circ} 12' 37''$ West along the South line of said lands, a distance of 1170.07 feet to a point on the East right-of-way line of the Florida East Coast Railroad (a 100 foot right of way); thence South $20^{\circ} 05' 13''$ East long said East Right of Way line, a distance of 1023.78 feet to a point on the South line of the North Half of the Southeast Quarter; thence North $88^{\circ} 44' 52''$ East along said South line, a distance of 845.42 feet to the Point of Beginning.

PARCEL 2:

A portion of land lying in Government Lot 1, Section 24, Township 23 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Government Lot 1, said point also being the Point of Beginning of the herein described parcel; from said point run South $89^{\circ} 41' 21''$ West along the South line of Government Lot 1 to the East right of way of the Florida East Coast Railroad (a 100 foot right of way), a distance of 1286.68 feet; thence North $18^{\circ} 32' 20''$ West along said East right of way to the South line of Delespine Grant, a distance of 666.48 feet; thence run North $75^{\circ} 10' 20''$ East along said South line of Delespine Grant, a distance of 1549.31 feet; thence run South $0^{\circ} 03' 29''$ East along land described in Deed Book 440, Page 584 and Clearview Terrace Subdivision, as recorded in Plat Book 12, Page 46, of the Public Records of Brevard County, Florida, a distance of 1021.91 feet to the Point of Beginning.

PARCEL 3:

Lot 12, COWAN'S TRAILER PARK, as recorded in Survey Book 4, Page 53, Public Records of Brevard County, Florida, more particularly described as follows:

Commence at the Southeast corner of Section 24, Township 23 South, Range 35 East; thence North $0^{\circ} 11' 08''$ East along the East line of said Section 24, 1329.98 feet; thence North $89^{\circ} 28' 02''$ West, 311.58 feet to the Point of Beginning; thence South $0^{\circ} 31' 58''$ West, 150.00 feet to the North Right of Way line of Cowan Road; thence North $89^{\circ} 28' 02''$ West, along said Right of Way line, 145.20 feet; thence North $0^{\circ} 31' 58''$ East 150.00 feet; thence South $89^{\circ} 28' 02''$ East, 145.20 feet to the Point of Beginning
TOGETHER WITH a 5.00 foot utility easement along the front and side lot lines.

PARCEL 4:

A parcel of land lying in Section 24, Township 23 South, Range 35 East, Brevard County, Florida, and being more particularly described as follows:

Commence at the East Quarter corner of said Section 24 and run South $01^{\circ} 35' 53''$ East, along the East line of said Section 24, a distance of 350.17 feet; thence run South $88^{\circ} 12' 37''$ West, a distance of 1064.74 feet to the Point of Beginning; thence continue South $88^{\circ} 12' 37''$ West, a distance of 105.33 feet to a point on the East right of Way line of the Florida East Coast Railroad; thence run North $20^{\circ} 05' 13''$ West along said East right of way line, a distance of 368.53 feet; thence run North $88^{\circ} 11' 50''$ East, a distance of 105.33 feet; thence run South $20^{\circ} 05' 13''$ East parallel to said East right of way line, a distance of 368.53 feet to the Point of Beginning.

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Lot 12, COWAN'S TRAILER PARK, as recorded in Survey Book 4, Page 53, Public Records of Brevard County, Florida, more particularly described as follows:

Commence at the Southeast corner of Section 24, Township 23 South, Range 35 East; thence North $0^{\circ} 11' 08''$ East along the East line of said Section 24, 1329.98 feet; thence North $89^{\circ} 28' 02''$ West, 311.58 feet to the Point of Beginning; thence South $0^{\circ} 31' 58''$ West, 150.00 feet to the North Right of Way line of Cowan Road; thence North $89^{\circ} 28' 02''$ West, along said Right of Way line, 145.20 feet; thence North $0^{\circ} 31' 58''$ East 150.00 feet; thence South $89^{\circ} 28' 02''$ East, 145.20 feet to the Point of Beginning TOGETHER WITH a 5.00 foot utility easement along the front and side lot lines.

Descriptions of Tract "C" and "D"

A parcel of land lying in Section 19, Township 23 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the West Quarter corner of said Section 19, and run North along the West line of said Section 19, a distance of 489.48 feet to the Northwest corner of the PLAT OF CLEARVIEW TERRACE, as recorded in Plat Book 12, Page 46, Public Records of Brevard County, Florida, the Point of Beginning; thence continue North, along the West line, a distance of 533.17 feet to a point on the South line of PORT ST. JOHN UNIT ONE, as recorded in Plat Book 13, Page 126, of said Public Records; thence run North $75^{\circ} 10' 20''$ East, along said South line, a distance of 505.39 feet; thence South $14^{\circ} 35' 25''$ East, parallel with the West right of way line of U.S. Highway No. 1, a distance of 571.94 feet to a point on the North line of said PLAT OF CLEARVIEW TERRACE; thence South $80^{\circ} 13' 23''$ West, along said North line of subdivision, a distance of 641.95 feet to the Point of Beginning.