

Prepared By and Record and Return to:
Richard S. Amari, Esquire
Amari Law Office, PLC
P.O. Box 66732
St. Pete Beach, FL 33736

CFN 2016097036, OR BK 7620 PAGE 1574,
Recorded 05/20/2016 at 10:09 AM, Scott Ellis, Clerk of Courts,
Brevard County
† Pgs:10

BINDING DEVELOPMENT PLAN

THIS AGREEMENT is entered into between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as "County"), and **SOUTHGATE INVESTMENTS, 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"; and

WHEREAS, Developer/Owner desires to develop the Property as a commercial development pursuant to 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 landowners and affected facilities or services; and

WHEREAS, the County is authorized to regulate development of the Property; and

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 construction and maintenance of any improvements.

2. The Developer Owner agrees to limit the uses of the Property so that none of the uses shown and crossed through in ~~struck-through~~ manner on the attached Exhibit "B" shall be allowed as a permitted use, accessory building or use or conditional use on the Property, but instead each of those uses shown in a ~~struck-through~~ manner shall be prohibited as a use on the Property.



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 County the cost of recording this Agreement in 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 re-zoned and be binding upon any person, firm or corporation who may become the successor in interest directly or indirectly to the subject property.

6. The Exhibits A through B, which are attached to this Agreement, are by this reference incorporated into this Agreement.


7. The effective date of this Agreement is the date of the signature of the last party to sign this Agreement.

8. Developer/Owner represents and warrants that Developer/Owner has fee simple title to the Property and that all mortgagees, if any, have joined in and consented to this Agreement.

(Signatures begin on following page)

IN WITNESS THEREOF, the parties hereto have caused these presents to be signed all as of the effective date set forth above.

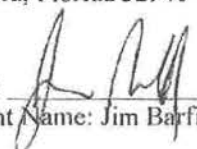
ATTEST:


Scott Ellis, Clerk

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

2725 Judge Fran Jamieson Way
Viera, Florida 32940

By: 
Print Name: Jim Barfield, Chairman

As approved by the Board on May 17, 2016

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, this 17 day of May, 2016,
by Jim Barfield, ☒ who is personally known to me, or ☐ who has produced identification.
Type of Identification Produced: _____

(NOTARY SEAL)

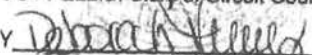

NOTARY PUBLIC

My Commission Expires:



DEBORAH W. THOMAS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE208892
Expires 6/10/2016

Signatures continued on following page

STATE OF FLORIDA
COUNTY OF BREVARD
This is to certify that the foregoing
is a true and current copy of Board Resolution
Deborah W. Thomas witness my hand
and official seal this 17 day of
May 2016
SCOTT ELLIS, Clerk of Circuit Court
BY  D.C.

(43)

WITNESSES:

Print Name: Loren Obermeier

Print Name: Deborah D Miller

SOUTHGATE INVESTMENTS, INC.,
DEVELOPER/OWNER

By: [Signature]

Print Name: J.T. MILLER

Its FILES

STATE OF Florida

COUNTY OF Alachua

The foregoing instrument was acknowledged before me, this 29 day of April, 2016,
by J.T. Miller, ☐ who is personally known to me, or ☐ who has produced identification.
Type of Identification Produced: FDL MY6043087260

[Signature]
NOTARY PUBLIC

(NOTARY SEAL)

My Commission Expires:



DEBORAH D. MILLER
MY COMMISSION # FF 184040
EXPIRES: April 20, 2019
Bonded Thru Budget Notary Services

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EXHIBIT A

Legal Description:

Begin at the northeast corner of the northwest (nw 1/4) quarter of the southwest (sw 1/4) quarter of section 14, township 24 south, range 36 east, thence s 89°44'30" w along the north line of said nw 1/4 of the sw 1/4, a distance of 78.48 feet to the east edge of the right of way of state road no. 3 as at present located; thence s 09°16'30" e along east edge of said right of way, a distance of 493.55 feet to the intersection of said right of way and the east line of said nw 1/4 of the sw 1/4 in section 14 aforesaid; thence n 00°07'30" w along said east line of said nw 1/4 of the sw 1/4, a distance of 487.45 feet to the point of beginning. Said land lying and being in the nw 1/4 of the sw 1/4 of said section 14, township 24 south, range 36 east. And the north 1/2 of the northeast 1/4 of the southwest 1/4 of section 14, township 24 south, range 36 east, Brevard county, Florida, except ditch and highway right of way

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EXHIBIT B

Brevard County BU-1

(1) Permitted uses.

- a. All business uses and all material and products shall be confined within substantial buildings completely enclosed with walls and a roof; however, retail items of substantial size or which of necessity must remain outside of a building may be permitted to be displayed outside the buildings. Such retail items include but are not limited to motor vehicles, utility sheds, nursery items such as plants and trees, and boats.
- b. The following uses, or other uses of a similar nature compatible with the character of the uses specifically described in this subsection, are permitted, and shall be limited to retail only:

Administrative, executive and editorial offices.

Antique shops.

~~Aquariums.~~

Art goods and bric-a-brac shops.

Artists' studios.

~~Auditoriums.~~

Automobile hire.

Automobile parts, if confined within a structure.

~~Automobile repairs, minor (as defined in Section 62-1102).~~

~~Automobile sales and storage, provided sales are from a permanent structure and the storage area meets the requirements of article VIII of this chapter, pertaining to site plan, and article XIII, division 2, of this chapter, pertaining to landscaping.~~

~~Automobile tires and mufflers (new), sales and service.~~

Automobile washing.

~~Bait and tackle shop.~~

Bakery sales, with baking permitted on the premises.

Banks and financial institutions.

Barbershops and beauty parlors.

Bed and breakfast inn.

Bicycle sales and service.

~~Billiard rooms and electronic game arcades (soundproofed).~~

Bookstores.

~~Bowling alleys (soundproofed).~~

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~~— Cafeterias.~~

~~— Ceramics and pottery; finishing and sales; no production or firing except accessory to on-site sales only.~~

~~— Civic, philanthropic or fraternal organizations.~~

~~— Coin laundromats.~~

~~— Colleges and universities.~~

~~— Commercial schools offering instruction in dramatic, musical or other cultural activity, including martial arts.~~

Confectionery and ice cream stores.

~~— Conservatories.~~

Contractors' offices, with no outside storage.

Convenience stores, with or without gasoline sales.

Curio shops.

~~— Dancing halls and academies (soundproofed).~~

Child or adult day care centers.

Display and sales rooms.

~~— Dog and pet hospitals and beauty parlors, with no outside kennels or runs.~~

Drug and sundry stores.

~~— Dyeing and carpet cleaning.~~

Electrical appliance and lighting fixtures.

Employment agencies.

~~— Fraternities and sororities.~~

Florist shops.

~~— Foster homes.~~

~~— Fruit stores (packing on premises).~~

~~— Funeral homes and mortuaries.~~

Furniture stores.

~~— Furriers.~~

Gift shops.

Grocery stores.

~~— Group homes, levels I and II.~~

Hardware stores.

~~— Hat cleaning and blocking.~~

Hobby shops.

~~— Hospitals.~~

Interior decorating, costuming and draperies.

Jewelry stores.

~~— Laboratories.~~

~~— Laundries.~~

~~— Lawn mower sales.~~

Leather good stores.

Luggage shops.

Mail order offices.

~~— Meat, fish and seafood markets.~~

Medical buildings and clinics, and dental clinics.

Messenger offices.

Millinery stores.

~~— Motorcycle sales and service.~~

Music, radio and television shops and repairs.

Newsstands.

~~— Nursing homes.~~

Optical stores.

Paint and wallpaper stores.

~~— Parking lots (commercial).~~

Parks and public recreational facilities.

~~— Pawnshops.~~

~~— Pet shops, with property enclosed to prevent any noxious odors.~~

Photograph studios and galleries.

~~— Plant nurseries (no outside bulk storage of mulch, topsoil, etc.).~~

Post offices.

Printing services.

Professional offices and office buildings.

~~Resort dwellings.~~

Restaurants.

Sale of alcoholic beverage, package only.

Schools for business training.

~~Schools, private or parochial.~~

Shoe repair shops.

Shoe stores.

Single-family residence.

~~Soft drink stands.~~

Souvenir stores.

Stationery stores and bookstores.

Tailor shops.

Tearooms.

~~Telephone and telegraph stations and exchanges.~~

~~Television and broadcasting stations, including studios, transmitting stations and towers and other incidental uses usually pertaining to such stations.~~

~~Theaters, but no drive-ins.~~

~~Ticket offices and waiting rooms for common carriers.~~

Tobacco stores.

~~Upholstery shops.~~

Wearing apparel stores.

Worship, places of.

- c. Permitted uses with conditions are as follows (see division 5, subdivision II, of this article):

Assisted living facility.

~~Automobile and motorcycle repair (major) and paint and body work.~~

~~Boat sales and service.~~

~~Cabinetmaking and carpentry.~~

~~Dry cleaning plants, accessory to pickup stations.~~

~~Farm machinery sales and service.~~

Gasoline service stations.

~~Manufacturing, compounding, processing, packaging, storage, treatment or assembly of certain products.~~

Outdoor restaurant seating.

~~Outside sale of mobile homes.~~

Preexisting use.

~~Substations and transmission facilities.~~

~~Security mobile home.~~

Self storage mini-warehouses.

Tourist efficiencies and hotels and motels.

~~Treatment and recovery facility.~~

- (2) Accessory buildings or uses. Accessory buildings and uses customary to commercial and residential uses are permitted. (Refer to definition cited in section 62-1102 and standards cited in section 62-2100.5). Additional accessory uses are as follows:

~~a. Completely enclosed lumber sales are permitted as an accessory use to hardware and supply stores.~~

~~b. A roadside stand used as provided in chapter 86, article IV, is permitted as an accessory use.~~

- (3) Conditional uses. Conditional uses are as follows:

Alcoholic beverages for on-premises consumption.

~~Change of noneconforming agricultural use.~~

~~Commercial entertainment and amusement enterprises (small scale and large scale).~~

~~Commercial/recreational and commercial/industrial marinas.~~

Land alteration (over five acres and up to ten acres).

Performance Overlay Districts.

~~Plant nurseries (with outside bulk storage of mulch, topsoil, etc.).~~

~~Security mobile home.~~

~~Substantial expansion of a preexisting use.~~

~~Trailer and truck rental.~~

~~Wireless telecommunication facilities and broadcast towers.~~