

Prepared by:
The Moore Law Group, PLLC
895 Barton Blvd., Suite B
Rockledge, Florida 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 THOMAS AND RACHEL DARNELL (hereinafter referred to as “Owner”).

RECITALS

WHEREAS, 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, Owner has requested the AU zoning classification pursuant to the Brevard County Code, Section 62-1157; and

WHEREAS, as part of its plan for rezoning of the Property, Owner wishes to mitigate negative impact on abutting land owners and affected facilities or services; and

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

NOW, THEREFORE, the parties agree as follows:

1. The Owner and County stipulate and agree that upon successful granting and approval of the requested zoning change to AU by the County, the Owner agrees

that no agricultural tourism, no agricultural packing, processing or sales of any agricultural commodities located on the Property will occur.

2. The Owner shall comply with all regulations and ordinances of Brevard County, Florida. This Agreement constitutes Owner's agreement to meet additional standards or restrictions on the Property. This agreement provides no vested rights against changes to the Brevard County Comprehensive Plan or land development regulations as they may apply to this Property.
3. Owner, upon execution of this Agreement, shall pay to the Clerk of Court all costs of recording this Agreement in the Public Records of Brevard County, Florida.
4. 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 shall be binding upon any person, firm or corporation who may become the successor in interest directly or indirectly to the subject Property, and shall 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.
5. Violation of this Agreement shall constitute a violation of the zoning classification and this Agreement. This Agreement may be enforced by Sections 1-7 and 62-5 of the Code of Ordinances of Brevard County, Florida, as may be amended.
6. Conditions precedent. All mandatory conditions set forth in this Agreement mitigate the potential for incompatibility and shall be satisfied before Owner may

implement the approved use(s), unless stated otherwise. The failure to timely comply with any condition is a violation of this Agreement and constitutes a violation of the Zoning Classification and is subject to enforcement action as described in Paragraph 5 above.

7. Severability clause. If any provision of this BDP is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision shall continue in full force and effect without being impaired or invalidated in any way.

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, Florida 32940

Rachel Sadoff, Clerk of Court

Rita Pritchett, Chair
As approved by the Board on _____

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

WITNESSES:

THOMAS DARNELL:

WITNESS SIGNATURE

Address: 5685 Lake Washington Road
Melbourne, Florida 32934

WITNESS PRINTED NAME

WITNESS SIGNATURE

WITNESS PRINTED NAME

STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me, by means of _____
physical presence or ___ online notarization, this ___ day of _____, 20___, by
THOMAS DARNELL, who is personally known to me or who has produced
_____ as identification.

SEAL

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

(Name typed, printed or stamped)

RACHEL DARNELL:

WITNESS SIGNATURE

Address: 5685 Lake Washington Road
Melbourne, Florida 32934

WITNESS PRINTED NAME

WITNESS SIGNATURE

WITNESS PRINTED NAME

STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me, by means of _____
physical presence or ___ online notarization, this ___ day of _____, 20___, by
RACHEL DARNELL, who is personally known to me or who has produced
_____ as identification.

SEAL

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

(Name typed, printed or stamped)

EXHIBIT "A"

Parcel ID: 27-36-09-00-758

5685 Lake Washington Road, Melbourne, Florida 32934

Legal Description:

A portion of those lands described in Official Records Book 1089, Page 773, as recorded in the Public Records of Brevard County, Florida, being more particularly described as follows:

Commence at the intersection of the East line of Section 9, Township 27 South, Range 36 East and the South right of way of Lake Washington Road, as presently occupied; thence S.89°54'31"W., along said South right of way 549.29 feet to the Point of Beginning; thence continue S.89°54'31"W., 25.00 feet; thence S.00°23'12"E., parallel with the West line of the Southeast one-quarter of the Southeast one-quarter of Section 9, a distance of 1170.68 feet to the South line of Section 9; thence N.89°31'29"E., along the South line of Section 9, a distance of 345.00 feet; thence N.00°46'54"W., 633.45 feet **thence S.89°54'10"W., 315.64 feet; thence N.00°23'12"W., 535.00 feet to the Point of Beginning.**