

Prepared by: Suzanne Johns
RK Engineering
385 Pineda Court #200
Melbourne, FL 32940

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 5 #Names: 2
Trust: 3.00 Rec: 41.00 Serv: 0.00
Excise: 0.00
Mtg: 0.00 Int Tax: 0.00

BINDING DEVELOPMENT PLAN

THIS BINDING DEVELOPMENT PLAN (the "Agreement") is entered into this 8 day of August, 2006, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (the COUNTY) and VINELAND ASSOCIATES, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY ("DEVELOPER"); and hereby replaces in its entirety the BINDING DEVELOPMENT PLAN recorded in official record book 3129 pages 1279-1287, Brevard County, Florida.

Witnesseth:

WHEREAS, DEVELOPER owns property (the "Property") located in Brevard County, Florida, as more particularly described in Exhibit A attached hereto and made a part hereto by this reference; and

WHEREAS, DEVELOPER desires to develop the Property as a residential single-family detached subdivision with RU-1-11 zoning and pursuant to the Brevard County Code, Appendix C-Zoning; and

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

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

NOW, THEREFORE, the parties agree as follows:

1. County shall not be required or obligated in any way to construct any of the improvements COUNTY shall only be obligated to maintain roads and drainage located in public right-of-way or public drainage easements. It is the intent of the parties that DEVELOPER, its grantees, successors or assigns in interest, or some other association and/or assigns satisfactory to COUNTY, shall be responsible for the maintenance of all improvements except those improvements accepted for maintenance by COUNTY or any other governmental body.

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2. DEVELOPER shall provide for aquifer recharge in accordance with all current applicable Brevard County regulations, the Brevard County Land Development Code and the Brevard County Comprehensive Land Plan.

3. DEVELOPER shall limit density to a maximum total of 154 lots, which shall consist of 86 in the northern parcel and 68 in the southern parcel, all subject to any wetlands preservation regulations of any governmental entity.

4. In the event that the subject property makes a vehicular connection to Clearview Dr., then the DEVELOPER shall submit final engineering plans to be reviewed and approved by Brevard County staff. DEVELOPER shall make improvements which may include but not be limited to the following paving improvements as part of Clearview Drive connection construction, (1) flatten the slope of Clearview Drive to 0.50% for a distance of 50 feet from its intersection with the edge of pavement with U.S. Highway 1, (2) install eastbound left and right turn lanes on Clearview Drive at the U.S. Highway 1 intersection. Furthermore, the county shall allow the developer to provide for beautification of Clearview Drive by installation of landscaping consisting of shrubs and trees within the right of way of Clearview Drive. Landscaping shall be located on the edge of the right of way within 3 feet of the right of way line. Any landscaping planted shall be perpetually maintained by the Home Owners Association on the subject Property.

5. Vehicular connection to Vineland Street from the property is prohibited.

6. DEVELOPER shall construct and install a 6' high opaque fence 15 feet north of the south boundary of the Property.

7. Access to the existing Cedar Lake Drive shall be limited to an emergency access for the benefit of Brevard County, with a locked gate. The locked gate shall be located north of the north propertyline of tax parcel 23-35-24-00-00756.9-0000.00, by this reference (parcel 756.9). Emergency access shall be an unobstructed, 20-foot wide, all weather stabilized base driving surface capable of supporting a 32 ton emergency vehicle and subject to approval by Brevard County staff. The emergency access provided to the County shall be located within a 25 foot wide emergency vehicle ingress egress easement to the benefit of Brevard County, Florida. The aforementioned emergency

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vehicle ingress egress easement shall be dedicated to the COUNTY upon recording of a plat of the new subdivision (the "Plat") adjacent to Parcel 756.9.

8. DEVELOPER shall convey all of Parcel 756.9, to the adjacent property owners east and west of Parcel 756.9 concurrent with the granting of the emergency vehicle ingress egress easement to the county and acceptance by the county. All of that portion of Parcel 756.9 east of the centerline of the emergency vehicle ingress egress easement will be conveyed to the owner of the lot east of Parcel 756.9. All of that portion of Parcel 756.9 west of the centerline of the emergency vehicle ingress egress easement will be conveyed to the owner of the lot west of Parcel 756.9.

9. DEVELOPER shall design and construct the lot grading in such a manner that the front and rear lot drainage, excluding the subdivision perimeter landscape buffer and associated slopes required by county regulations, is directed away from any adjacent residential lots.

10. In the event that the DEVELOPER is able to secure a legal alternative vehicular connection for the Property approved by the county in lieu of Clearview Dr., then the Property shall not be required to provide a vehicular connection to Clearview Dr.

11. 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 and be binding upon any persons, firm or corporation who may become the successor in interest, directly or indirectly, to the subject Property.

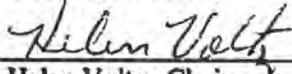
12. This Agreement shall not vest this project for concurrency purposes.

IN WITNESS THEREOF, the parties hereto have caused these presents to be signed all as of the date and year first written above.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA
2725 Judge Fran Jamieson Way
Viera, FL 32940


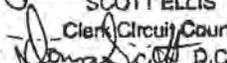
Helen Voltz, Chair



STATE OF FLORIDA
COUNTY OF BREVARD

As approved by the Board August 8, 2006

This is to certify that the foregoing is a true and current copy of the original and official seal this 8 day of August 2006

SCOTT ELLIS
Clerk Circuit Court
BY  D.C.

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STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 8 day of August, 2006, by Helen Votz, Chair of the Board of County Commissioners of Brevard County, Florida, who is personally known to me or who has produced as identification.

Tamara J. Ricard
Notary Public

My commission expires

SEAL

Commission



Tamara J. Ricard
(Name typed, printed or stamped)

WITNESSES:

Esther L. Davidson
Esther L. Davidson
(Witness Name typed or printed)

Angela A. Abbott
Angela A. Abbott
(Witness Name typed or printed)

DEVELOPER

Bruce Jones
Bruce Jones
VINELAND ASSOCIATES, L.L.C., managing member

STATE OF FLORIDA §

COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 29th day of June, 2006, by Bruce Jones, as Managing Member of VINELAND ASSOCIATES, L.L.C. a Florida Limited Liability Company, who is personally known to me or who has produced N/A as identification.

Angela A. Abbott
Notary Public

My commission expires

SEAL

Commission No.:



(Name typed, printed or stamped)



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Legal Description: 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 Southwest corner of said Section 24 and run N.01 degrees 35'53"W. along the East line of said Section 24, a distance of 1,329.95 feet to the Southeast corner of the North 1/2 of the Southeast 1/4, the point of beginning; thence continue N.01 degrees 35'53"W., along said East line, a distance of 979.95 feet to a point located 350.0 feet South of the East 1/4 corner of Section 24, said point being on the South line of lands per Official Records Book 661, Page 1026; thence S. 88 degrees 12'37"W., along the South line of said lands a distance of 1,170.07 feet to a point on the East Right of Way line of the Florida East Coast Railroad (a 100 foot right of way); thence S.20 degrees 05'13"E., along said East Right of Way line, a distance of 1,023.78 feet to a point on the South line of the North 1/2 of the Southeast 1/4; thence N.88 degrees 44'52"E., 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 S.89 degrees 41'21"W., along the South line of Government Lot 1 to the East Right of Way of the Florida East Coast Railroad (a 100' right of way), a distance of 1286.68 feet; thence run N.18 degrees 32'20"W., along said East Right of Way to the South line of Delespine Grant, a distance of 666.48 feet; thence run N.75 degrees 10'20"E., along said South line of Delespine Grant, a distance of 1549.31 feet; thence run S.0 degrees 03'29"E., 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.

Together with:

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 1/4 corner of said Section 24, and run S.01°35'53"E., along the East line of said Section 24, a distance of 350.17 feet; thence run S.88°12'37"W., a distance of 1064.74 feet to the POINT OF BEGINNING; thence continue S.88°12'37"W., a distance of 105.33 feet to a point on the East right of way line of Florida East Coast Railroad; thence run N.20°05'13"W., along said East right of way line, a distance of 368.53 feet; thence run N.88°11'50"E., a distance of 105.33 feet; thence run S.20°05'13"E., parallel to said East right of way line, a distance of 368.53 feet to the POINT OF BEGINNING, containing 0.846 acres.

Subject to all easements and rights of way of record.

EXHIBIT "A"

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