

Prepared by: Kimberly B. Rezanka, Esq.  
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## **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 **150** 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.

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)

\_\_\_\_\_  
Rita Pritchett, 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)