

Prepared by: MBV Engineering, Inc.
Address: 1250 W. Eau Gallie Blvd., Melbourne, FL 32935

BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this 1 day of November, 2018 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and Vinings Palm Bay Investment, LLC., a Florida Limited Liability Company (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" attached hereto and incorporated herein by this reference; and

WHEREAS, Developer/Owner has requested the BU-1 zoning classification(s) and desires to develop the Property as commercial/retail, 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 cross access easement and construct a driveway connection to connect to the existing cross access easement to the north property. Should the

developer/owner subdivide the property in the future, the cross access easement and driveway shall connect to all of the created development lots within the boundaries of the subject parent parcel.

3. No gas stations and/or convenience stores will be allowed.
4. Fast food restaurants will be limited to no more than ten thousand (10,000) sq.ft. of total cumulative floor area over the entire subject property.
- 5 Overall Floor-Area Ratio (F.A.R.) will be limited to 0.3
6. The Developer/Owner will provide traffic access improvements relative to the existing median opening in Wickham Rd. that is within the property frontage to a directional median opening, other median modification improvements, and/or driveway limitations per acceptable engineering access standards, as approved by county staff, as warranted, based on current and projected traffic patterns. The warrant shall be determined as part of the County site plan review process and the construction of the approved traffic improvements shall be completed prior to the issuance of a CO for the warranting facility.
7. Developer/Owner shall provide a pedestrian easement and connection to the remaining multi-family residential parent property.
8. This BDP shall replace the existing BDP dated March 22, 2018 per 17PZ00109 for this subject property only, as described in Exhibit A. It shall not effect or replace the previous BDP 17PZ00109 for the remaining parent parcel
- 9 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.
- 10 Developer/Owner, upon execution of this Agreement, shall pay to the County the cost of recording this Agreement in the Public Records of Brevard County, Florida.
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 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 _____.

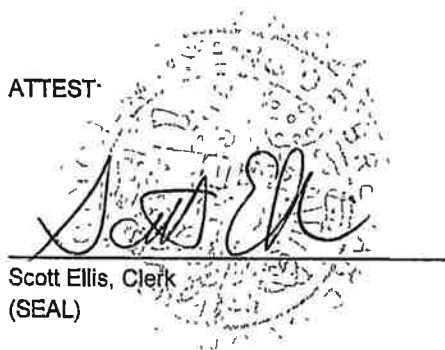
12. Violation of this Agreement will also constitute a violation of the Zoning Classification and this Agreement may be enforced by Sections 1.7 and 62-5, Code of Ordinances of Brevard County, Florida, as it may be amended.

THE REMAINDER OF THIS PAGE IS BLANK INTENTIONALLY

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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
(SEAL)

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


Kristine Ishardi
Chair
As approved by the Board on Dec. 18, 2018

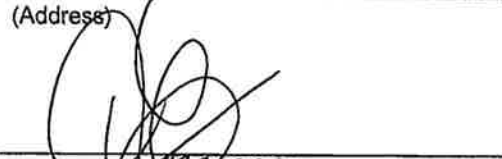
WITNESSES:


Alene Edmonds
(Witness Name typed or printed)


Nathan Vedrans
(Witness Name typed or printed)

DEVELOPER/OWNER

Vinings Palm Bay Investment, LLC
3850 BIRD RD., MIAMI FL 33146
(Address)

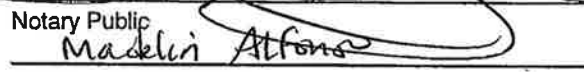

(President) Manager
TOM Cabrera
(Name typed, printed or stamped)

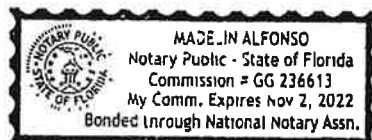
STATE OF FL §

COUNTY OF Miami-Dade §

The foregoing instrument was acknowledged before me this 27th day of November, 2018, by Tomas Cabrera Manager of Vinings Palm Bay Investment, LLC who is personally known to me or who has produced _____ as identification

My commission expires
SEAL
Commission No.:


Notary Public
Madeiri Alfonso
(Name typed, printed or stamped)



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Exhibit "A"LEGAL DESCRIPTION

A parcel of land lying in Sections 13 & 24, Township 26S, Range 36E, and Section 19, Township 26S, Range 37E, of Brevard County, Florida. Being more particularly described as follows:

Beginning at the SW corner of Lot 1, Block A of Pineda Landings, as recorded in Plat Book 61, Pages 45 – 48, inclusive of the Public Records of Brevard County, Florida; thence N53deg53'31"E along the south line of said Lot 1, a distance of 250 ft.; thence S36deg05'10"E, parallel to the east right-of-way line of Wickham Rd., a distance of 199.18 ft. to the point of curvature of a curve concave westerly, having a radius of 1,256.60 ft., a central angle of 21deg55'26", and a chord bearing S25deg07'26"E, 477.90 ft.; thence southerly along said curve an arc distance of 480.83 ft. to the terminus of said curve; thence N89deg07'36"W, a distance of 261.23 ft. to a point on the east right-of-way line of Wickham Rd. (right-of-way width varies), said point being on a curve concave westerly, having a radius of 1,006.60 ft., a central angle of 18deg03'50", and a chord bearing N27deg03'15"W, 316.04 ft.; thence northerly along said right-of-way line and curve, an arc distance of 317.35 ft. to the point of tangency of said curve; thence continue along said right-of-way line N36deg05'10"W, a distance of 199.08 ft. to the point of beginning. Contains 3.43+ acres more or less.

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