

Prepared by: Debora Speer
Address: 1465 Bishop Rd.
Merritt Island FL 32953

BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this _____ day of _____, 20____ between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and Scott and Debora Speer, (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 AU zoning classification(s) and desires to develop the Property as Residential, 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 impacts 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. Recitals. The above recitals are true and correct and are incorporated into this Agreement by their reference.
2. 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.
3. Developer/Owner shall limit farm animals to two donkeys and two pigs.
4. The Developer/Owner shall be prohibited from conducting agritourism activity, as defined in 570.86, F.S.
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 Brevard County 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 all costs 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 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

Rev. 8/16/2021

be subject to the above referenced conditions as approved by the Board of County Commissioners on

4/15/21. 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 shall constitute a violation of the zoning classification and of 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.
9. Conditions precedent. All mandatory conditions set forth in this Agreement mitigate the potential for incompatibility and shall be satisfied before Developer/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 8 above.
10. 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

Scott Ellis, Clerk
(SEAL)

Bryan Lober, 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:

(INSERT BUSINESS NAME or INDIVIDUAL NAME(s))
as DEVELOPER/OWNER

Cheryl W. Campbell
(Witness Name typed or printed)

Debra Speer
1465 Bishop Road
Merritt Island
32953
(Address)

Cherronda Juitt
(Witness Name typed or printed)

(President)

(Name typed, printed or stamped)

STATE OF Florida §

COUNTY OF Brevard §

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or _____ online notarization, this 13 day of August, 2021, by Debra and Scott Speer, ^{owner} President of Residence, who is personally known to me or who has produced FLDL, FDL as identification.

My commission expires
SEAL
Commission No.:

Cherronda Juitt
Notary Public

(Name typed, printed or stamped)

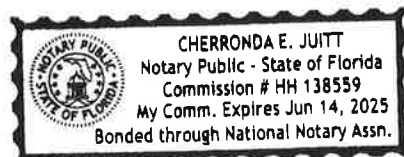


EXHIBIT "A"

Lot 1, The North Forty as recorded in Plat Book 28, Page 75, of the Public Records of Brevard County, Florida, as described in Deeds recorded in ORB 3556, Page 4796, and ORB 3562, Page 446.

JOINDER IN BINDING DEVELOPMENT PLAN BY MORTGAGEE CORPORATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the authorized agent and signatory for the owner and holder of that certain Mortgage dated December 18th, 2020, given by

Scott W Speer & Debora A Speer

, as mortgagor, in favor of the undersigned,

Mortgage Electronic Registration Systems Inc,
as mortgagee, as nominee for

Southpoint Financial Services, Inc., Its Successors and Assigns

, as mortgagee, recorded in Official Records Book 8957

Page 2870, of the Public Records of Brevard County, Florida, and encumbering lands described in said

Mortgage, does hereby join in the foregoing Binding Development Plan for the purpose of consenting to the change of property use and development requirements as set forth therein.

MORTGAGEE CORPORATION NAME AND ADDRESS

Mortgage Electronic Registration Systems Inc,

as mortgagee, as nominee for

Southpoint Financial Services, Inc., Its Successors and Assigns

Mortgagee Corporation Name

P.O Box 2026 Flint MI 48501-2026
Street City State Zip Code

[Signature] Cynthia Michelle Brock Vice President
*Authorized Agent Signature Authorized Agent Printed Name and Title

*Note: All others besides CEO or President require attachment of original corporate resolution of authorization to sign documents of this type.

AFFIX CORPORATE SEAL

WITNESSES

[Signature]
Signature

Jenni L. Estes
Print Name

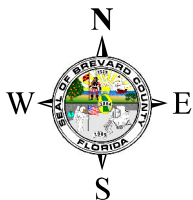
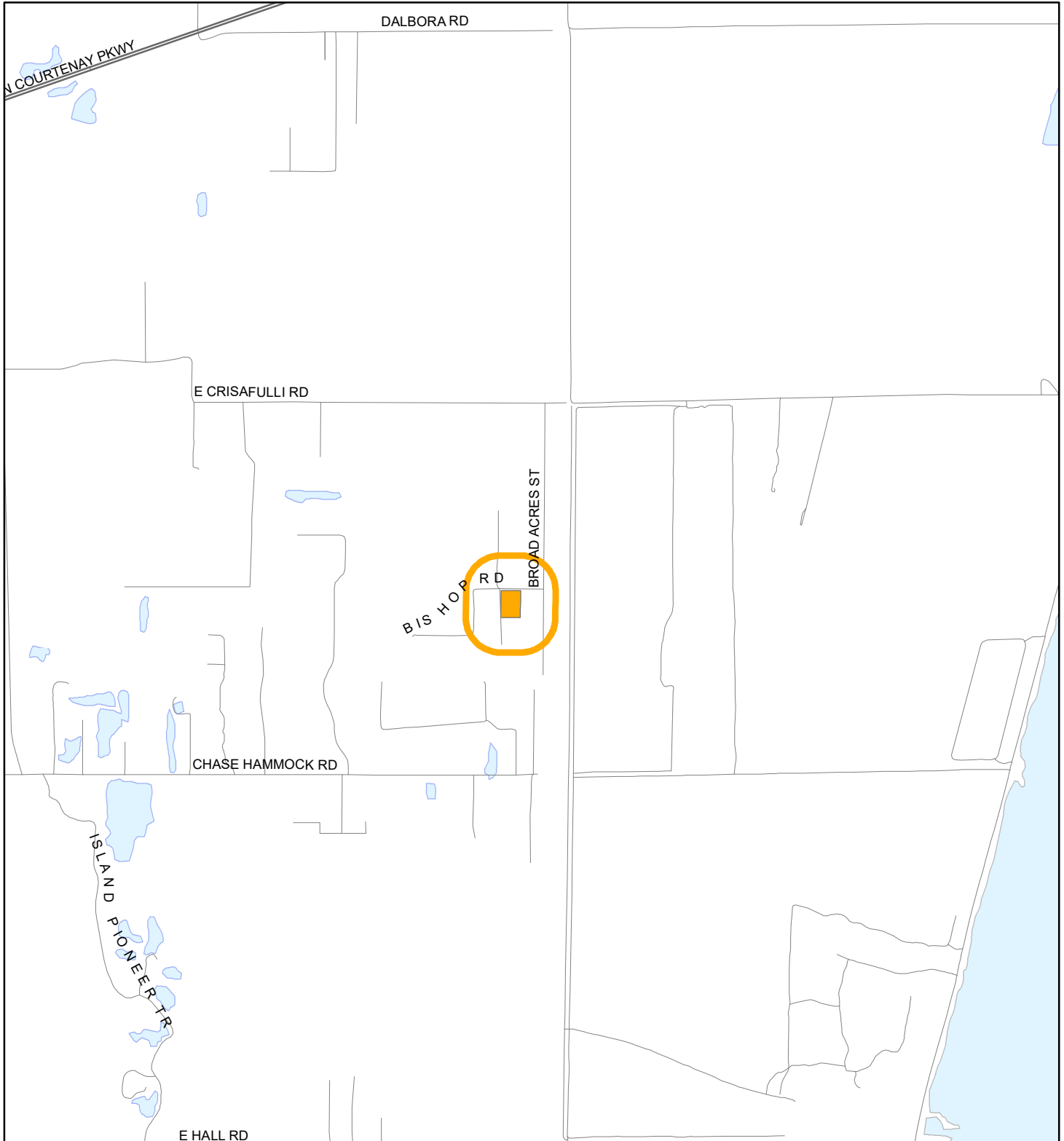
[Signature]
Signature

Tiffany Klimkowski
Print Name

LOCATION MAP

SPEER, SCOTT W. AND DEBORAA.

21Z00002





1:24,000 or 1 inch = 2,000 feet

Buffer Distance: 500 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

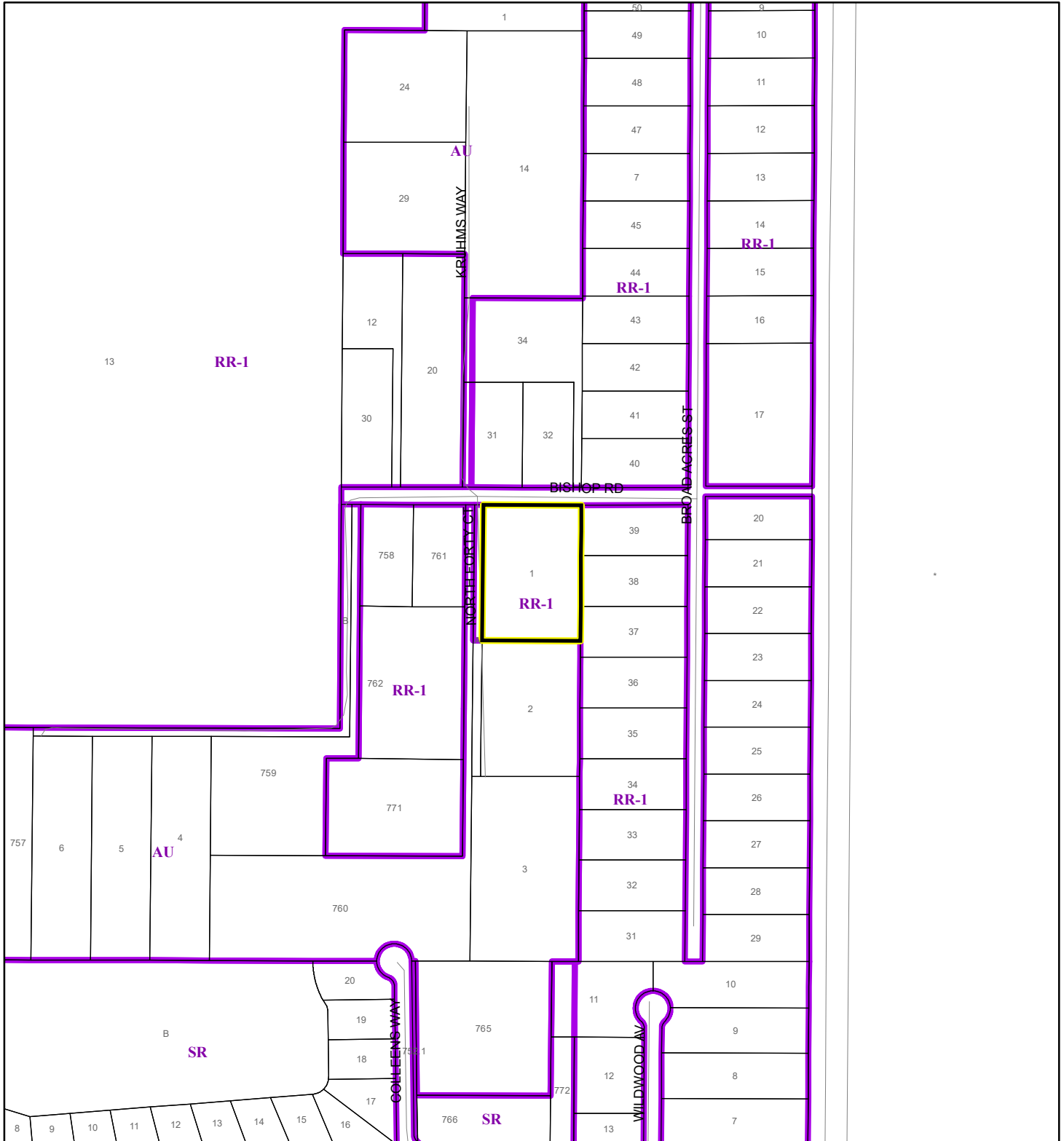
Produced by BoCC - GIS Date: 1/8/2021

 Buffer
 Subject Property

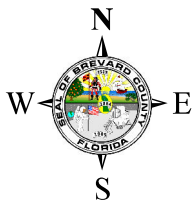
ZONING MAP

SPEER, SCOTT W. AND DEBORAA.

21Z00002



1:4,800 or 1 inch = 400 feet



This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 1/8/2021

Subject Property

Parcels

Zoning

H. PUBLIC HEARINGS

North Merritt Island Dependent Special District Board
Thursday, March 11, 2021, at 6:00 p.m.
Brevard County Government Center
2725 Judge Fran Jamieson Way, Building C, First Floor, Viera, Florida

Brevard County Board of County Commissioners
Thursday, April 15, 2021, at 5:00 p.m.
Brevard County Government Center
2725 Judge Fran Jamieson Way, Building C, First Floor, Viera, Florida

1. **SCOTT W. AND DEBORA A. SPEER** requests a change of zoning classification from to RR-1 (Rural Residential) to AU (Agricultural Residential). The property is 2.5 acres, located on the south side of Bishop Road, approximately 305 feet west of Broad Acres Street. (1465 Bishop Road, Merritt Island) (Tax Account 2316763) (District 2)

North Merritt Island Board Recommendation: Carbonneau/Balke - Approved. The vote was unanimous.

Board of County Commissioners Action: Lober/Zonka - Approved with a BDP prohibiting Agritourism on the Property; and limiting farm animals to two donkeys and two pigs. The vote was unanimous. The BDP will be scheduled as a Consent Item on a subsequent County Commission agenda, per Policy BCC-52. Resolution to be completed upon receipt of recorded BDP.

PUBLIC COMMENT

PLANNING AND ZONING BOARD RECOMMENDATIONS

- Item H.1. All Space Storage. Smith/Lober. Approved changing zoning classification from BU-1 to BU-2 as recommended. (20Z00043).
- Item H.2. Kaydenlew, LLC. Smith/Lober. Approved changing zoning classification from BU-1 to BU-2 as recommended. (21Z00003).
- Item H.3. SDLD, LLC. Lober/Zonka. Approved changing zoning classification from AU to EU as recommended. (21Z00001).
- Item H.4. Robert Van Horn and Gerald K. Houck. Lober/Smith. Adopted Ordinance No. 21-08, setting forth the first Small Scale Plan Amendment of 2021, 21S.01, changing the Future Land Use designation from NC to CC. (21PZ00001).
- Item H.5. Robert Van Horn and Gerald K. Houck. Lober/Smith. Approved changing zoning classification from RU-1-9 to BU-2, with a Binding Development Plan excluding aquariums, auditoriums, billiard rooms and electronic arcades, bottling beverages, bowling alleys, cafeterias, dancing halls and academies, fraternities and sororities, hospitals, commercial parking, pet kennels, seafood processing plants, and theaters. (21Z00004).
- Item H.6. Scott W. and Debora A. Speer. Lober/Zonka. Approved changing zoning classification from RR-1 to AU, as recommended with a Binding Development Plan, limited to not conducting agritourism, and only allowing two donkeys and two pigs. (21Z00002).