

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

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 CBH Properties Melbourne, LLC (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-2 zoning classification(s) and desires to develop the Property as a major automobile repair facility, 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. The property shall remain in conformance with the terms and provisions of the approved Binding Development Plan, as recorded in ORB 8345, Page 662.
3. The approved uses shall be limited to those permitted uses of BU-1 and major automotive repairs only.

Rev. 8/6/2021

4. Parts and materials shall be stored in the rear of the shop, out of view from Wickham Road.
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 prior to issuance of an approved development order.
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 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 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.

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

Rachel Sadoff, Clerk of Court
(SEAL)

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:

CBH Properties Melbourne, LLC
as DEVELOPER/OWNER

Billy Green Jr.
Billy Green Jr.
(Witness Name typed or printed)

Jacques Craig
1725 Katy Freeway Suite 200 Houston TX,
77094
(Address)

Cynthia Murphy
Cynthia Murphy
(Witness Name typed or printed)

Jacques Craig Vice President
(President)
(Name typed, printed or stamped)

STATE OF TEXAS §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me, by means of X physical presence or
_____ online notarization, this 10th day of August, 2021, by

Jacques Craig Vice President President of CBH Properties Melbourne, LLC, who is
personally known to me or who has produced _____ as identification.

My commission expires 7-1-2023
SEAL
Commission No.:
130280881

Christine Paula Butt
Notary Public
(Name typed, printed or stamped)

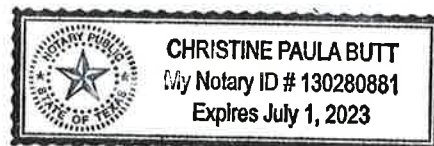


EXHIBIT "A"
LEGAL DESCRIPTION

Lot 1, Block A, Oakwood Landing Commercial, according to the Plat thereof, as recorded in Plat Book 68, Page 27, of the Public Records of Brevard County, Florida.

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 September 25, 2020, given by CBH Properties Melbourne, LLC, a Florida limited liability company, as mortgagor, in favor of the undersigned, CBH Properties Investments, LLC, as mortgagee, recorded in Official Records Book 8874, Page 508, 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

CBH Properties Investments, LLC

Mortgagee Corporation Name

17725 Katy Freeway Suite 200 Houston TX 77094

Street

City

State

Zip Code


*Authorized Agent Signature

Jacques Craig, Vice President

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

Trent Darger
Print Name


Signature

John Baby
Print Name

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 25th day of August, 20 21.

by Jacques Craig Vice President, who is personally known to me or who has produced

Christine Paula Butt as identification.

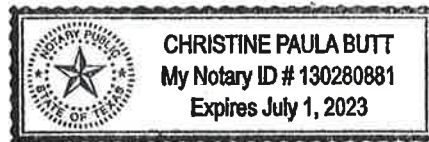
Christine Paula Butt

Notary Public Signature

Christine Paula Butt

Name Printed

SEAL



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 September 25, 2020, given by CBH Properties Melbourne, LLC, a Florida limited liability company, as mortgagor, in favor of the undersigned, Origin Bank, a Louisiana banking association, as mortgagee, recorded in Official Records Book 8874, Page 475, 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

Origin Bank

Mortgagee Corporation Name

9805 Katy Freeway, Suite 200

Houston

TX 77024

Street

City

State

Zip Code



Carmen Jordan, Executive 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

Mark E. Story

Print Name



Signature

Ryan Searle

Print Name

STATE OF Texas

COUNTY OF Harris

The foregoing instrument was acknowledged before me this 18th day of August, 2021,

by Carmen Jordan, Executive Vice President, who is personally known to me or who has produced

(Known to me) as identification.

Dawn Denise Allen

Notary Public Signature

Dawn Denise Allen

Name Printed

SEAL

