

Prepared by: Kendall T. Moore, Esquire  
Moore Eavenson Baughan, PLC  
895 Barton Boulevard, Suite B  
Rockledge, FL 32955

**BINDING DEVELOPMENT PLAN**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and RJM Merco, 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 Bl-1-A zoning classification(s) and desires to develop the Property as an assisted living 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 Developer/Owner agrees to limit the use of the property solely to development of an Assisted Living Facility limited to residents age 65 and over.

3. 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.

4. 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.

5. 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 succeed 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.

6. 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.

7. 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 6 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

\_\_\_\_\_  
Scott Ellis, Clerk  
(SEAL)

\_\_\_\_\_  
James Barfield, Chairman  
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:

DEVELOPER/OWNER

\_\_\_\_\_  
RJM Merco, LLC

\_\_\_\_\_  
(Witness Name typed or printed)

\_\_\_\_\_  
1000 Pathfinder Way, Suite 140  
(Address) Rockledge, Florida 32955

\_\_\_\_\_  
(President)

Ralph J. McCoig, Jr.

\_\_\_\_\_  
(Witness Name typed or printed)

\_\_\_\_\_  
(Name, typed, printed or stamped)

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Ralph J. McCoig, Jr., President of RJM Merco, LLC, 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)