

V.A.

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

BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this Feb 1 day of , 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 Imperial South, Inc., a Florida corporation (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 RU-2-15 zoning classification(s) and desires to develop the Property as multi-family apartments, 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 an 8 foot high concrete masonry unit, or similar material, wall to separate the improvements to be built on the Property from the Plant Site (hereinafter defined). The final location of such wall shall be determined during site plan review, but it shall be required that the wall shall run parallel along a portion of the eastern boundary (but not necessarily on such boundary) of the Property. Such wall shall run from the northern boundary of the wetlands located on the southeastern end of the Property to the south boundary line of that certain parcel of land currently listed as Tax Parcel Account #2606105 (approximately 1,000 feet in length) . In addition to any other landscaping and vegetative buffering which may be required during site plan review elsewhere

on the Property, an additional 50 foot natural vegetated buffer shall be preserved in the same approximate length as the wall - running adjacent to the wall. Such natural vegetation shall consist of the vegetation then existing around the area in which the wall shall be located. Any areas along the proposed wall site within the 50 foot buffer area which are void of vegetation (such that a significant portion of the wall may be seen by an average person with the naked eye standing at the edge of such vegetative buffer during times of full foliage) will be planted with additional non-invasive, natural vegetation appropriate for the area in keeping with normal Florida Friendly landscaping practices, which additional plants (though perhaps immature when planted) when grown to maturity will close such void.

3. The Developer/Owner shall limit density to 15 units per acre and may be further restricted by any changes to the Comprehensive Plan or the Land Development Regulations.

4. No buildings (including, without limitation, residential or office buildings) or recreational facilities (including, without limitation, pools), or any portion thereof, shall be constructed or located on any area of the Property that is either (i) within three hundred feet (300') of the boundary line of that certain parcel of land described and/or depicted in Exhibit "B", attached hereto and made a part hereof by this reference (hereinafter referred to as the "Plant Site"), or (ii) south of the north property line of the Plant Site as projected westerly to the west boundary of the Property along the same bearing (N 64 degrees 48' 23" E as shown on Exhibit "B").

5. The Developer/Owner shall provide formal notification to proposed tenants acknowledging existence of the existing and proposed asphalt/concrete plants on the eastside of the Florida East Coast Railroad right-of-way and the potential noise factors.

6. The Developer/Owner shall not petition the County regarding operations of the asphalt/concrete plant, unless it is in regards to non-compliance with County ordinances.

7. Developer/Owner shall comply with all regulations and ordinances of County. 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.

8. 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.

9. 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, which successor or assign shall be subject to the above referenced conditions as approved by the Board of County Commissioners on February 1, 2018. In the event the subject Property is annexed into a municipality and rezoned, this Agreement shall be null and void.

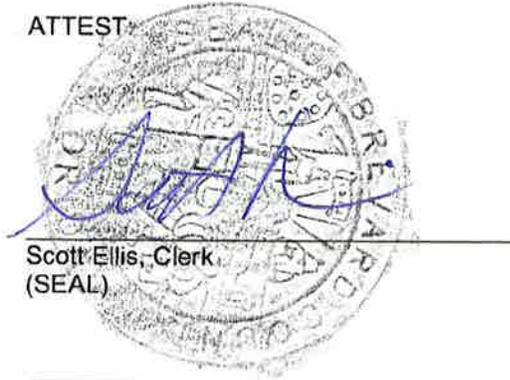
10. Violation of this Agreement will also constitute a violation of the Zoning Classification and this Agreement may be enforced by Sections 1.7 and 62-5, Code of Ordinances of Brevard County, Florida, as it may be amended.

11. 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 10 above.

[SIGNATURES TO FOLLOW]

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)

"COUNTY"

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

Rita Pritchett, Chair

As approved by the Board on February 1, 2018

WITNESSES:

"DEVELOPER/OWNER"

IMPERIAL SOUTH, INC., a Florida corporation
6767 N. Wickham Road, Ste. 400
Melbourne, Florida 32940

(Witness Name typed or printed)

_____, as President

(Witness Name typed or printed)

STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by, _____ as PRESIDENT of IMPERIAL SOUTH, INC., a Florida corporation, who is personally known to me or who has produced _____ as identification.

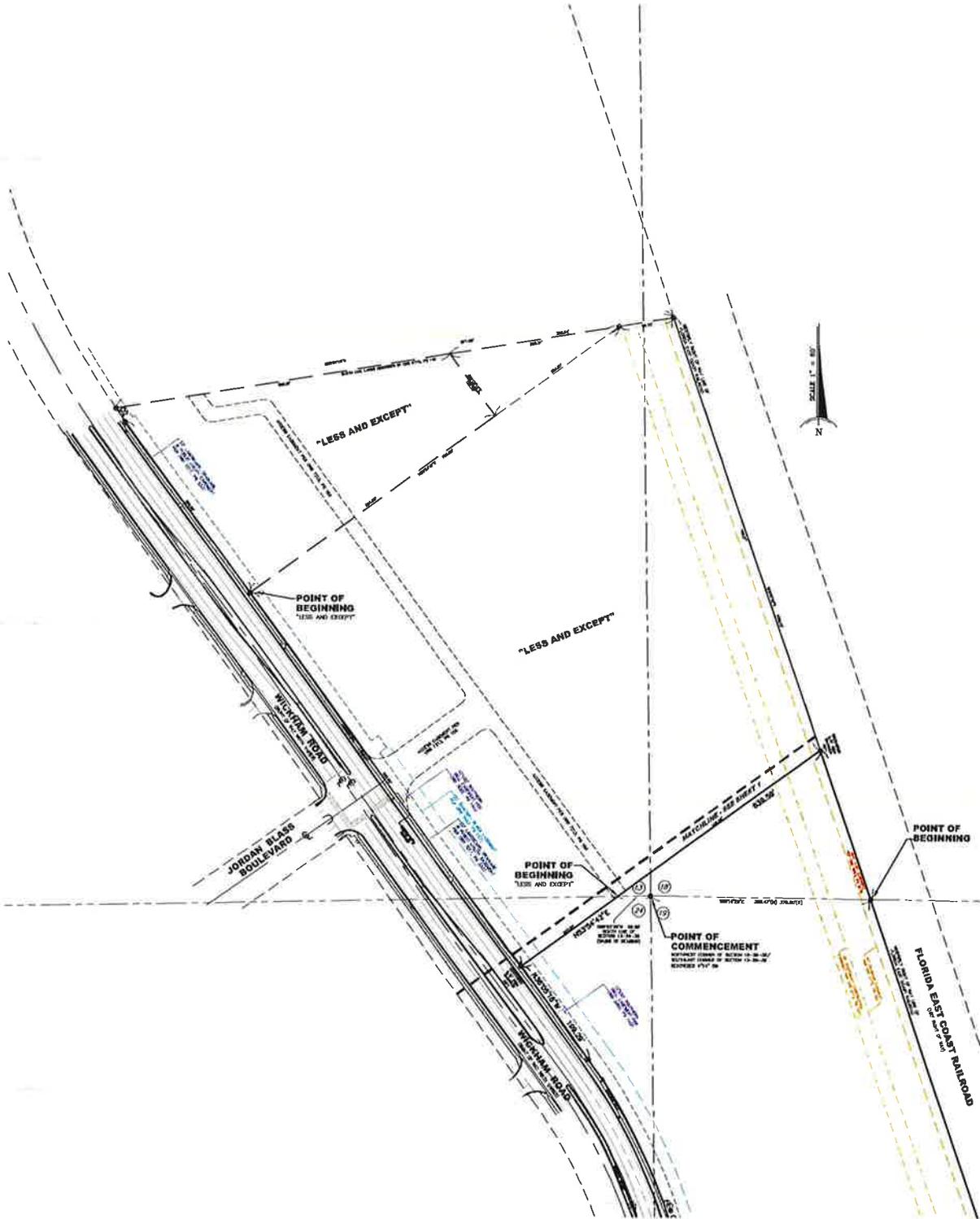
My commission expires
SEAL
Commission No.:

Notary Public

(Name typed, printed or stamped)

BOUNDARY SURVEY

SHEET 2 OF 2



LEGEND

- STORM MANHOLE
- DROP INLET
- ⋈ FIRE HYDRANT
- ⌵ CULY ANCHOR
- ⊠ REGULATION CONTROL VALVE
- LIGHT POLE
- ⌵ SIGN
- ⊙ SANITARY MANHOLE
- ⊠ SEWER VALVE
- △ TELEPHONE RISER
- ⊙ TELEPHONE MANHOLE
- ⊠ TRAFFIC SIGNAL BOX
- ⌵ UTILITY POLE
- ⊙ WELL
- ⊙ WATER METER
- ⊙ WATER VALVE
- OVERHEAD UTILITY LINE
- BPV BANK FLOW VALVE

LEAK	RADES	DATA	CONDS	DC READINGS	DRIBB
01	1000.00	267.00	1.00	1.00	1.00
02	1000.00	117.00	1.00	1.00	1.00

LINE	BEARINGS	LENGTHS
11	S82°24'14"E	22.03'
12	S82°33'30"E	10.00'

STANBORN SURVEYING, INC.
 4845 SOUTH U.S. HWY. 1, SUITE 2100
 ALBUQUERQUE, NEW MEXICO, 87114
 (505) 734-8272, 18 # 0088
 DATE OF SURVEY: 11/08/2011
 DRAWN BY: [Signature] SCALE: 1" = 40'
 FILE NUMBER: 20110818-00000000-0001

STATEMENT OF NO MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that the above referenced Developer/Owner (Imperial South, Inc., a Florida corporation) does hereby confirm that no mortgage encumbers the Property.

WITNESSES:

“DEVELOPER/OWNER”

IMPERIAL SOUTH, INC., a Florida corporation
6767 N. Wickham Road, Ste. 400
Melbourne, Florida 32940

_____, as President

(Witness Name typed or printed)

(Witness Name typed or printed)

STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by, _____ as PRESIDENT of IMPERIAL SOUTH, INC., a Florida corporation, 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)