

Turned in @ meeting on 11/15 by applicant

FVI
III.B.6.

BINDING DEVELOPMENT PLAN

THIS BINDING DEVELOPMENT PLAN ("Second Amended Agreement") made and entered into this ____ day of _____ 2015, and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida ("County"); and **1322 CLEARLAKE, LLC**, a Florida limited liability company ("Owner"):

WITNESSETH:

WHEREAS, Owner owns real property ("Property") located in Brevard County, Florida, said Property being more particularly described in **Exhibit "A,"** which is attached hereto and incorporated herein by this reference; and

WHEREAS, Owner desires to develop and use the Property as a shredding facility; and

WHEREAS, prior owner did heretofore and on the 1st day of October, 2001, execute in favor of the County a Binding Development Plan Agreement ("Initial BDP"), said Initial BDP being recorded in Official Records Book 4471, at Page 1972 *et seq.*, Public Records of Brevard County, Florida; and

WHEREAS, prior owner did heretofore and on the 7th day of February, 2002, execute in favor of the County a Binding Development Plan Amended Agreement ("Second BDP"), said Second BDP being recorded in Official Records Book 4567, at Page 0351 *et seq.*, Public Records of Brevard County, Florida; and

WHEREAS" the parties hereto intend by this Second Amended Agreement to cancel and make of no further force and effect the Initial BDP or the Second BDP,

together with exhibits thereto, and replace and provide in lieu thereof this Second Amended Agreement; and

NOW, THEREFORE, the parties agree as follows:

1. That the foregoing recitals are true and are incorporated herein by reference.
2. That the Owner shall:
 - a. Restrict the Retail, Warehousing and Wholesale Commercial (BU-2) permitted uses to those enumerated in Exhibit "B."
 - b. Maintain the six (6') foot-high masonry wall along the Property's east property line;
 - c. Restrict access to the Property so that sole access will be from Clearlake Road; and
 - d. Provide that the loading docks shall be located no less than twenty five (25') feet from the Property's east property line.
3. That the Owner shall comply with all regulations and ordinances of the County. This Second Amended Agreement provides no vested rights against changes to the comprehensive plan or land development regulations as they may apply to this Property.
4. That the Owner represents to the County that the Owner is the sole owner of the Property.
5. That the Owner, upon execution of this Second Amended Agreement, shall pay the County the cost of recording this Second Amended Agreement among

the Public Records of Brevard County, Florida.

6. That this Second Amended Agreement shall be binding upon and shall inure to the benefit of the successors or assigns of the parties hereto and shall run with the Property unless or until rezoned or otherwise modified by formal act of the County and shall be binding upon any person, firm, or corporation who may become the successor in interest directly or indirectly to or of the Property.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed as of the day and year first above written at Brevard County, Florida.

**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**

Scott Ellis, Clerk
(Seal)

By: _____
Chairman ("County")

As Approved by the Board on: _____, 2015

Witnesses as to Owner:

1322 CLEARLAKE, LLC

Print Name: _____

By: _____

Sign Name: _____

Anthony Salamone, Manager
1300 N. Federal Highway, Suite 202
Boca Raton, FL. 33432

Print Name: _____

Sign Name: _____

STATE OF FLORIDA :
COUNTY OF BREVARD :

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____ as the Chairman, and Scott Ellis, as Clerk of the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, on behalf of said entity. They are [] personally known to me or [] who has produced _____ as identification.

Notary Public, State of Florida at Large

Print Name: _____

Commission No. _____

My Commission Expires: _____

(Seal)

STATE OF FLORIDA :
COUNTY OF _____ :

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Anthony Salamone as the Manager, of **1322 CLEARLAKE, LLC** a Florida limited liability company, on behalf of said entity. He is [] personally known to me or [] has produced _____ as identification.

Notary Public, State of Florida at Large

Print Name: _____

Commission No. _____

My Commission Expires: _____

(Seal)

RETURN: Clerk to the Board #27

That portion of Lot 9 of ATKINSONS SUBDIVISION, PLAT NO. 1, as recorded in Plat Book 9, Page 35 of the Public Records of Brevard County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Lot 9, and run Easterly along the South line of said Lot 9, a distance of 10.0 feet to an intersection with the Easterly Right of Way line of Clearlake Road and the Point of Beginning; thence continue Easterly, along said South line of Lot 9, a distance of 200.0 feet; thence Northerly, parallel with the East line of said Lot 9, a distance of 100.0 feet; thence Westerly, parallel with said South line of Lot 9, a distance of 200.0 feet to a point on the aforementioned Easterly Right of Way line of Clearlake Road; thence Southerly, along said Easterly Right of Way line, a distance of 100.0 feet to the Point of Beginning. Same being the South 100.0 feet of the East 200.0 feet of the West 210.0 feet of said Lot 9, otherwise described as Lot 1, PAUL'S SUBDIVISION, according to the Plat thereof recorded in Plat Book 10, Page 62A, Public Records of Brevard County, Florida.

LESS AND EXCEPT the North 20 feet of the above described parcel.

AND

A tract of land in Lot 8, ATKINSONS SUBDIVISION, PLAT NO. 1, as recorded in Plat Book 9, Page 35, of the Public Records of Brevard County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot 8, and run Easterly, along the North line of said Lot 8, a distance of 10.0 feet to an intersection with the Easterly Right of Way line of Clearlake Road and the Point of Beginning; thence continue Easterly, along said Northerly line of Lot 8, a distance of 200.0 feet; thence Southerly, parallel with the East line of said Lot 8, a distance of 75.0 feet; thence Westerly, parallel with the North line of said Lot 8, a distance of 200.0 feet to a point on the aforementioned easterly Right of Way line of Clearlake Road; thence Northerly, along said Easterly Right of Way line, a distance of 75.0 feet to the Point of Beginning.

AND

Lot 2 and the North 20 feet of Lot 1, LESS and EXCEPT road right of way, of REPLAT OF LOTS 9 AND 10 of ATKINSON'S SUBDIVISION, PLAT NO. 1 a/k/a Paul's Subdivision, according to the Plat thereof as recorded in Plat Book 10, Page 62A, Public Records of Brevard County, Florida.

EXHIBIT "A"
(Legal Description of Property)

Exhibit "B"

All uses listed below, or other uses of a similar nature compatible with the character of uses described herein are permitted under the Second Amended Agreement:

Administrative, executive and editorial offices.

Antique shops.

Art goods and bric-a-brac shops.

Artists' studios.

Automobile repairs, minor and major, as defined in Section 62-1102 (also see Section 62-1837.6).

Bait and tackle shop.

Bakery sales, with baking permitted on the premises.

Banks and financial institutions.

Barbershops and beauty parlors.

Bicycle sales and service.

Bookstores.

Bottling beverages.

Ceramics and pottery; finishing and sales, including production and firing.

Confectionery and ice cream stores.

Curio shops.

Display and sales rooms.

Dog and pet hospitals and beauty parlors.

Drug and sundry stores.

Dry cleaning and laundry pickup stations.

Dry cleaning plants.

Dyeing and carpet cleaning.

Electrical appliance and lighting fixtures.

Employment agencies.

Feed and hay for animals and stock.

Fertilizer stores.

Florist shops.

Fruit stores (packing on premises).

Furniture stores.
Furriers.
Gift shops.
Glass installation.
Grocery stores.
Group homes, levels I and II.
Hardware stores.
Hat cleaning and blocking.
Hobby shops.
Ice plants.
Interior decorating, costuming and draperies.
Jewelry stores.
Laboratories.
Laundries.
Lawn mower sales.
Leather good stores.
Luggage shops.
Mail order offices.
Meat markets.
Medical buildings and clinics, and dental clinics.
Messenger offices.
Millinery stores.
Music, radio and television shops and repairs.
Newsstands.
Optical stores.
Paint and wallpaper stores.
Parking lots (commercial).
Parks and public recreational facilities.
Pawnshops.
Pet kennels.

Pet shops, with property enclosed to prevent any noxious odors.

Photograph galleries.

Photographic studios.

Plant nurseries.

Plumbing and electrical shops.

Post offices.

Printing services.

Professional offices and office buildings.

Sale of alcoholic beverages, package only.

Schools for business training.

Seafood processing plants not located within 300 feet of any residential zone boundary.

Sharpening and grinding shops.

Ship chandlery.

Shoe repair shops.

Shoe stores.

Shredding Facility.

Single-family residence.

Soft drink stands.

Souvenir stores.

Stationery stores and bookstores.

Tailor shops.

Tearooms.

Telephone and telegraph stations and exchanges.

Testing laboratories.

Ticket offices and waiting rooms for common carriers.

Tobacco stores.

Upholstery shops.

Wearing apparel stores.

Welding repairs (except metal fabrication).

Wholesale salesroom and storage rooms.

Worship, places of.

All uses listed below, or other uses of a similar nature compatible with the character of uses described herein are permitted with conditions under the Second Amended Agreement:

Building materials and supplies.

Cabinetmaking and carpentry.

Commercial entertainment and amusement enterprises (small scale), subject to conditions in section 62-1921.

Contractor's offices, plants and storage yards.

Manufacturing, compounding, processing, packaging, storage, treatment or assembly of certain products.

Mini-warehouses.

Preexisting use.

Recovered materials processing facility.

Substations, and transmission facilities.

Warehouses.