

# EXHIBIT B

Prepared by: Kimberly Bonder Rezanka  
Address: Cantwell & Goldman, P.A.  
96 Willard Street, Ste. 302  
Cocoa, FL 32922

CFN 2020047947, OR BK 8676 PAGE 2609,  
Recorded 02/27/2020 at 05:15 PM, Scott Ellis, Clerk of  
Courts, Brevard County  
# Pgs:17

## BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this 25 day of FEBRUARY, 2020 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and JSFS LAND TRUST (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 RA-2-6 zoning classification(s) and desires to develop the Property as townhomes, 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, successor 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 shall limit density to five (5) units per acre, or a maximum

of 49 units, and height to two (2) stories, inclusive of parking, and may be further restricted by any changes to the Comprehensive Plan or the Land Development Regulations. The vertical height of the building walls, from current grade of the Property to the highest bearing point of the roof trusses or roof joists for the single-family attached buildings, will be a maximum of 26 feet. The top of window height shall not exceed 26' above current grade of Property. The 26' height to bearing point of roof trusses or roof joints shall include any fill necessary for the project.

3. All buildings will be setback a minimum of 60' from the east property line.

The minimum 60' total distance from the east property line to building would include a minimum 15' wide subdivision buffer tract adjacent to the property line, a 22-24' wide driveway tract and shoulder, and 20' setback to the building from the internal road/driveway.

4. The Developer/Owner shall have one ingress and egress from the Property to Ranch Road (a/k/a Kings Highway). The entrance to the project shall be located on the eastern edge of the Property, between the single-family homes (adjacent property) to the east and the townhome buildings (on Property).

5. The Developer/Owner shall design, permit and construct improvements to Ranch Road to County standards to provide paved access from the project entrance to Grissom Parkway or any portion of Ranch Road paved to County standards that connects with Grissom Parkway. The Ranch Road improvements shall receive a certificate of completion prior to the issuance of a certificate of occupancy for any structure. The proposed Ranch Road improvements include a twenty-two foot (22 ft.) flush shoulder roadway with an open swale/ditch conveyance system. The Developer/Owner may be entitled to transportation impact fee credits or reimbursement for the costs of engineering, permitting and construction.

6. Developer/Owner shall not utilize the area marked as "425" on the southwest portion of the attached Environmental Survey map, Exhibit "B", for any development and will leave it in its natural state.

7. Developer/Owner shall provide and maintain a landscape buffer along the entire

east and west property lines of its Property. The landscape buffer will be designed to be 80% opaque from the ground to the roof edge of the townhomes that face east and west before certificate of occupancies of the townhome units are issued. While complete opacity of 100% is the goal at 11'-15' above average adjacent finished floor elevation (FFE) at certificate of occupancy, Developer/Owner is committing to 80%. The landscape buffer may include preserved trees, an opaque fence, Cedar, Oak, Pine, Silver or Black Bamboo, Silver Buttonwood, Fakatchee Grass and Muhly Grass. The landscape buffer may be placed in the 15' subdivision buffer tract. The landscape plan must be approved by the County.

8. Based upon the distance of 60' from the adjacent property line to the east, a 14.5 degree angle line-of-sight buffer from the adjacent homes setback of 20', for the average 6' tall person. Therefore, an 80% opaque buffer at certificate of occupancy will be required at 11' height above the adjacent single family detached residences' average FFE at the property line. At 15' from the property line (the inner limit of the buffer tract) the 80% opacity height above average adjacent FFE would be 15'. See Exhibit "C".

9. Developer/Owner also commits to an 80% opaque buffer between the single-family homes to the west of the Property and the townhome units at certificate of occupancy.

10. The landscape buffer shall satisfy all conditions contained herein and be installed by Developer/Owner before issuance of any temporary or permanent certificate of completion or certificate of occupancy. The Property may be developed in two phases, East and West, and the issuance of temporary or permanent certificate of completion or certificate of occupancy may be issued per phase. Developer/Owner shall be responsible for the continuing maintenance of the landscape buffer, until transfer to the Association that will maintain the common tracts, and will be required to post a maintenance bond or performance pursuant to County Code requirements as agreed with County Staff. To maintain plant viability, project construction shall not drain to the landscape buffer tract. No parking, retention, fill or structures, other than permitted fences, shall be permitted within the landscape buffer tract. Existing

drainage to the buffer shall not be impeded.

11. The landscape buffer must be maintained in perpetuity after installation and after transfer to the Association. The removal of the County-approved landscape buffer, in part or in whole, is a violation of this Agreement. Any removal of vegetation must be replaced with like kind or through a revised landscape plan approved by Brevard County. The County shall have the right to access and inspect the landscape buffer tract upon reasonable notice to the Developer or Owner to ensure compliance with the terms of the Agreement.

12. 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 the Property. All exhibits hereto are demonstrative only and do not vest any rights whatsoever.

13. Developer/Owner, upon execution of this Agreement, shall pay to the Clerk of Court the cost of recording this Agreement in the Public Records of Brevard County, Florida.

14. 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 become 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 11/12/19. In the event the subject Property is annexed into a municipality and rezoned, this Agreement shall be null and void.

15. 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.

16. Conditions precedent. All mandatory conditions set forth in this Agreement

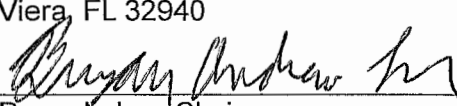
mitigate the potential for incompatibility and must be satisfied before Developer/Owner may implement the approved use(s), unless stated otherwise. The failure to timely comply with any mandatory condition is a violation of this Agreement, constitutes a violation of the Zoning Classification and is subject to enforcement action as described in Paragraph 15, above.

IN WITNESS THEREOF, the parties hereto have caused this document to be signed all as of the date and year first written above.

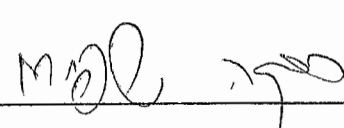
ATTEST

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


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

  
\_\_\_\_\_  
Bryan Lober, Chair  
As approved by the Board on: 2/25/2020

WITNESSES:

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

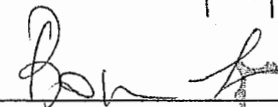
JSFS LAND TRUST

BY:   
\_\_\_\_\_  
JACOB SHAPIRO, TRUSTEE  
200 W. 108<sup>th</sup> St., New York, NY 10025  
(Address)

STATE OF New York  
COUNTY OF New York ss:

Subscribed and sworn to before me this 7<sup>th</sup> day of Dec, 2019,  
personally appeared JACOB SHAPIRO, as TRUSTEE of the JSFS LAND TRUST, who is  
personally known to me or who has produced Isaac Sasept as identification, and  
who did/did not take an oath.

My Commission expires: 06/25/2020  
SEAL  
Commission No.: 01LE6264261

  
\_\_\_\_\_  
Notary Public

BONNIE LEUNG Notary Public - State of New York NO. 01LE6264261 Qualified in New York County My Commission Expires <u>06/25/2020</u>
---

(Name typed, printed or stamped)

WITNESSES:

JSFS LAND TRUST

Noel [Signature]

BY: \_\_\_\_\_

FAYE SHAPIRO, TRUSTEE

Rivka Shapiro  
(Witness Name typed or printed)

\_\_\_\_\_  
(Address)

STATE OF \_\_\_\_\_ )

ss:

COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019,  
personally appeared FAYE SHAPIRO, as TRUSTEE of the JSFS LAND TRUST, who is  
personally known to me or who has produced \_\_\_\_\_ as identification, and  
who did/did not take an oath.

\_\_\_\_\_  
Notary Public

My Commission expires:

SEAL

Commission No.:

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

## Legal Description

Parcel Id: 23-35-15-BB-\*-147.01

The East ½ of Tracts 147 and 150, Cocoa Indian River Properties, according to the Plat thereof, as recorded in Plat Book 5, Page 7 of the Public Records of Brevard County, Florida.

**Exhibit "A"**



Source: Broward County Property Appraiser

Notes: Information is the Florida Land Use Cover and Forest Classification System (FLUCFCS) site assessment conducted by ACES LLC on June 07, 2019

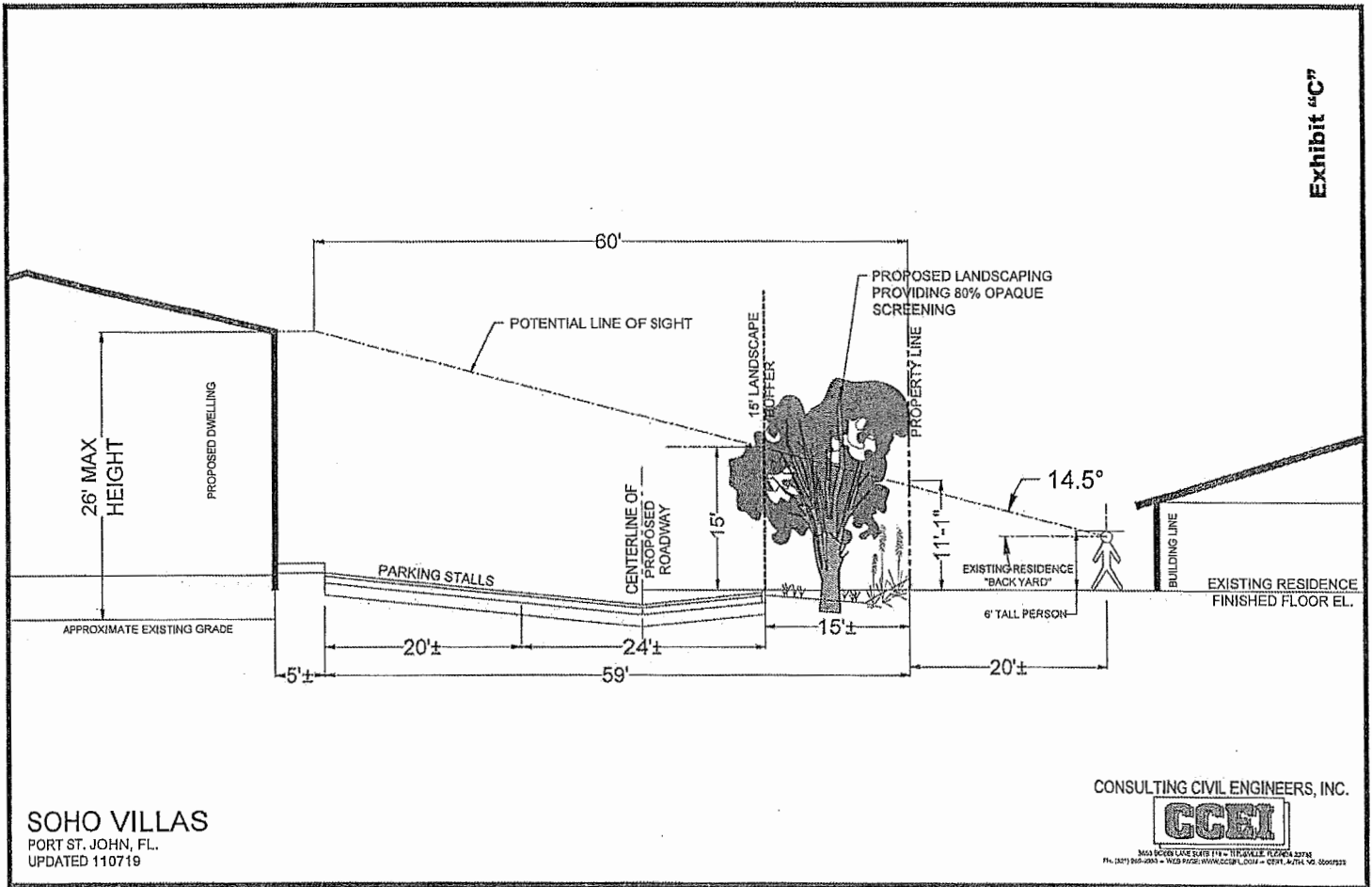
**Fig. 4 - Environmental Survey Map**  
**ACES File No. 1961 - Parcel 147.01, Ranch Rd.**

- Subject Site
  - FLUCFCS Community Boundaries
  - On-Site Wetlands, > 6.10 Acres

310 - Herbaceous  
 411 - Pine Flatwoods  
 425 - Tropicana Hardwoods  
 427 - Live Oak  
 610 - Wetland Hardwood Forest



Exhibit "C"



# AFFIDAVIT

January 11, 2020

Personally came and appear before me, the undersigned Notary, Mrs. Rivka Shapiro and her son Mr. Jacob Shapiro who are residents of this State, and make this statement and Affidavit upon oath and affirmation of belief and personal knowledge that the following matters set forth are true and correct:

1<sup>st</sup> - JSF Land Trust is the Owner of Parcel Number 23-35-15-BB-00000.0-0147.01 as recorded on March 8, 2010 in Book 6124, page 2988 of the Public Records of Brevard County, Florida.

2<sup>nd</sup> - As per JSF Land Trust articles of incorporation each of the Trustees, Jacob Shapiro, as Trustee and Faye Shapiro as Trustee have the power to bind the property mentioned above without the signature of the other Trustee.

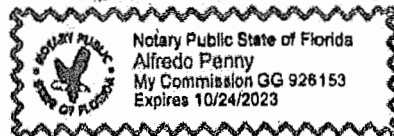
Rivka Shapiro Affiant

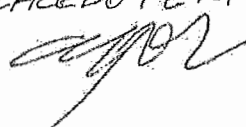


Jacob Shapiro Affiant

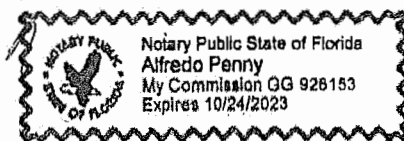


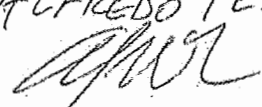
SIGNED BEFORE ME  
ON JANUARY 12 - 2020  
ID DL. 5160-737-48-664-C



ALFREDO PENNY  


SIGNED BEFORE ME  
ON JANUARY 12 - 2020  
ID PASSPORT ISRAEL  
# 20018008



ALFREDO PENNY  


מס' 112/19 No

## AUTHENTICATION OF SIGNATURE

## אימות חתימה

I, the undersigned, **Eli Murlakov, Notary,**  
**Holding licenesce No. 2022718**  
52, Nahalat Benyamin Street, Tel-Aviv, Israel

אני הח"מ אלי מורלקוב, נוטריון  
מספר נוטריון 2022718  
מרח' נחלת בנימין 52, תל-אביב

Hereby certify that on 26.12.2019

26.12.19 מאשר בזה כי ביום

There appeared before me

ניצב לפני במשרדי

**Mr./ Ms. Faye SHAPIRO**  
Whose identity card/ Israeli passport  
21591366  
Issued by the Ministry of  
Interior in Nat Bag Airport  
On June 2, 2014

מר/ גב **פיי שפירו**  
שזהותו הוכחה לי על פי ת"ז/דרכון ישראלי  
מס 21591366 שהוצא/ה ע"י  
משרד הפנים בנתבג  
ביום 2 ביוני 2014

And who signed of his/her own free will the  
attached document marked "A".

וזהתם מרצונו החופשי על המסמך  
המצורף והמסומן באות "א".

In witness whereof I hereby authenticate  
the signature of **Faye SHAPIRO**

ולראייה הנני מאמת את חתימתו של  
**פיי שפירו**

By my own signature and seal this

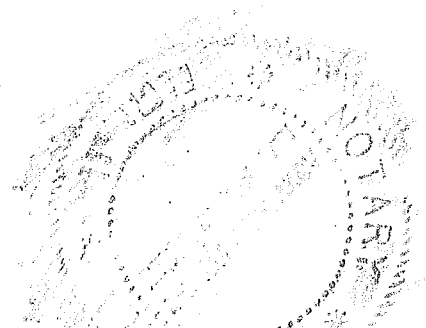
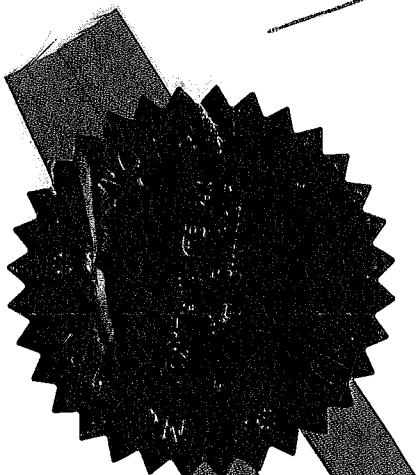
26.12.2019

בחתימת ידי ובחותמי היום  
26.12.19

שכ"ט שולם

Notary's Seal

חתימת הנוטריון



Prepared by: Kimberly Bonder Rezanka  
Address: Cantwell & Goldman, P.A.  
96 Willard Street, Ste. 302  
Cocoa, FL 32922

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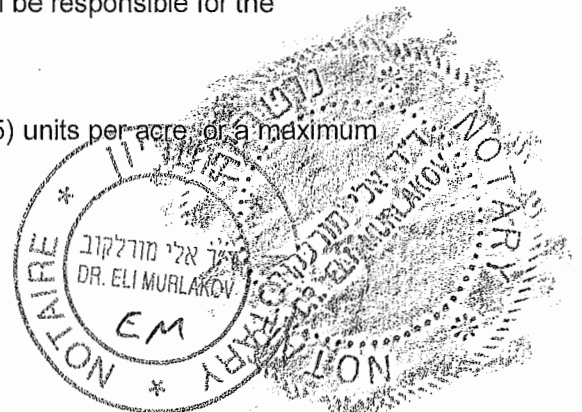
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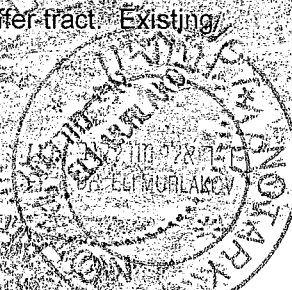


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IN WITNESS THEREOF, the parties hereto have caused this document to be signed all as of the date and year first written above.

ATTEST

Scott Ellis, Clerk  
(SEAL)

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

Bryan Lober, Chair

As approved by the Board on: \_\_\_\_\_

WITNESSES:

JSFS LAND TRUST

BY: \_\_\_\_\_

JACOB SHAPIRO, TRUSTEE

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

\_\_\_\_\_  
(Address)

STATE OF \_\_\_\_\_ )

ss:

COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared JACOB SHAPIRO, as TRUSTEE of the JSFS LAND TRUST, who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did/did not take an oath.

\_\_\_\_\_  
Notary Public

My Commission expires:

SEAL

Commission No.:

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





WITNESSES:

JSFS LAND TRUST

BY:

Faye Shapiro  
FAYE SHAPIRO, TRUSTEE

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

Kedem 123, Tel Aviv, Israel  
(Address)

STATE OF \_\_\_\_\_ )

ss:

COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this 26<sup>th</sup> day of December, 2019,  
personally appeared FAYE SHAPIRO, as TRUSTEE of the JSFS LAND TRUST, who is  
personally known to me or who has produced the Israeli Passport as identification, and  
who did/did not take an oath.

Notary Public



My Commission expires:

SEAL

Commission No.:

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

