

Prepared by: Kimley-Horn and Associates, Inc.

Address: 201 North Franklin Street, Suite 1400, Tampa, FL 33602

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 Storsafe of Rockledge 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 Self Storage mini-warehouse, 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 impacts 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. Recitals. The above recitals are true and correct and are incorporated into this Agreement by their reference.
2. 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.
3. Developer/Owner shall limit the use of the Property to self-storage use only.
4. Developer/Owner agrees not to use the Property for outdoor storage and, therefore, such use shall be prohibited on the Property.
5. Developer/Owner agrees to limit the height of any buildings on the Property to single-story and, therefore, no building shall exceed single-story height.
6. Developer/Owner agrees and shall ensure that no lighting elements shall face residential properties.
7. Developer/Owner shall provide a 20 foot landscape buffer in accordance with Code requirements.
8. A finished 8-foot masonry wall shall be required along the edge of the improvements, such wall to be in accordance with Code requirements.
9. 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 Brevard County Comprehensive Plan or land development regulations as they may apply to this Property.
10. 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.

11. 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 May 5th, 2022. In the event the subject Property is annexed into a municipality and rezoned, this Agreement shall be null and void.
12. 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.
13. Condition's 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 12 above.
14. 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 M. Sadoff, Clerk of Court

(SEAL)

Kristine Zonka, 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.)

(STORSAFE OF ROCKLEDGE, LLC)

WITNESSES:

as DEVELOPER/OWNER

[Signature]

[Signature]

James J Sayegh

5301 Dempster Street, Suite 300

(Witness Name typed or printed)

Skokie, IL 60077

[Signature]

[Signature]

Cheryl Fulop

(President)

(Witness Name typed or printed)

Adam C Freeman

(Name typed, printed or stamped)

STATE OF Illinois §

COUNTY OF Cook §

The foregoing instrument was acknowledged before me, by means of X physical presence or
_____ online notarization, this 6th day of June, 2022, by
Adam C Freeman, President of StarSafe of Rockledge, LLC, who is
personally known to me or who has produced _____ as identification.

[Signature]

My commission expires 4-1-24

Notary Public

SEAL

Commission No.:

(Name typed, printed or stamped)

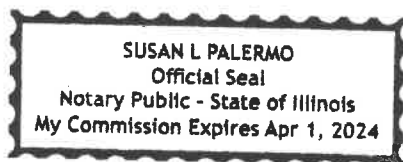


EXHIBIT A

Tax Parcel 251, as recorded in ORB 3479, Page 585, of the Public Records of Brevard County, Florida; Tax Parcel 256, as recorded in ORB 3479, Pages 587 - 588, of the Public Records of Brevard County, Florida; and Tax Parcel 500, portion lying east of U.S. 1 only, as recorded in ORB 2279, Page 2902, 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 December 20, 2021, given by Burling Bank, as mortgagor, in favor of the undersigned, Storsafe of Rockledge, LLC, as mortgagee, recorded in Official Records Book 9380, Page 1273, 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

Burling Bank
Mortgagee Corporation Name

141 W. Jackson Blvd. Chicago IL 60604
Street City State Zip Code

Adm CA Adam Freeman, 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]
Signature

James Sayegh
Print Name

[Signature]
Signature

Nikki Stergiou
Print Name

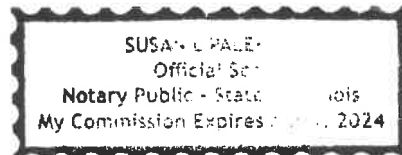
STATE OF Illinois

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 31 day of May, 2022,
by Adam C. Freeman, who is personally known to me or who has produced
_____ as identification.

Susan L. Palermo
Notary Public Signature

Susan L. Palermo
Name Printed



SEAL

