

Prepared by: _____

Address: _____

BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this __ day of _____, 2023 between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as "County") and **West Malabar Properties, 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, pursuant to the Brevard County Code, Section 62-1157, a rezoning of the property to a BU-2 zoning classifications with a binding development agreement, desiring to develop a portion of the Property as multi-story climate controlled mini-storage as more particularly described herein, and;

WHEREAS, the County is authorized to regulate development of the Property.

NOW, THEREFORE, the Parties agree as follows:

1. 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, 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. The Developer/Owner shall limit uses to climate-controlled mini-storage as allowed in BU-2 zoning district and other uses as allowed in the BU-1 zoning district. The attached Exhibit A demonstrates the

proposed development conceptual site plan.

4. Developer/Owner shall comply with all regulations and ordinances of Brevard County, Florida. 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.
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 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 _____. 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 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.
7. Conditions 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 8 above.
8. 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

Jason Steel, Chair

(SEAL)

As approved by the Board on _____

Witness 1 Signature

Witness 1 Printed Name

Witness 2 Signature

Witness 2 Printed Name

West Malabar Properties, LLC

By: _____
J. Cole Oliver, manager

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, by means of _____ physical presence or _____ online notarization, this _____ day of _____, 2024, by J. Cole Oliver, as Manager of West Malabar Properties, LLC, who is personally known to me or who has produced _____ as identification.

My commission expires

Notary

Public SEAL

Commission No.:

(Name typed, printed or stamped)