

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

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 Florida Dealer Center, 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 a building materials and supply, contractor trades retail, wholesale and storage facility 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. The site shall be developed per any allowable BU-1 use or as a trades retail, wholesale and storage facility and related ancillary services and facilities, as allowed in BU-2 zoning.
4. Any outdoor storage shall be to the rear of any building.
5. 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 this Property prior to issuance of an approved development order.
6. 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.
7. 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.
8. 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.
9. 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.
10. Severability clause. If any provision of this BDP is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions 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 Sadoff, Clerk of Court
(SEAL)

Jason Steele, 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.)

WITNESSES:

FLORIDA DEALER CENTER, LLC
as DEVELOPER/OWNER

Carol Grove
(Witness Name typed or printed)
1088 Red Bay Ct. Melbourne 32940

James Boozer
4282 Abrasa Cr. W Melbourne, FL 32904
(Address)

Tamy Costa
(Witness Name typed or printed)
512 Dillard Dr SE Palm Bay 32909

James Boozer
(President)
James Boozer
(Name typed, printed or stamped)

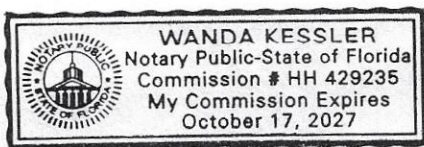
STATE OF Florida §
COUNTY OF Brevard §

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or
online notarization, this 5th day of February, 2024 by
James Boozer, President of _____, who is
personally known to me or who has produced _____ as identification.

My commission expires
SEAL
Commission No.:

Wanda Kessler
Notary Public
(Name typed, printed or stamped)

Exhibit "A"



LEGAL DESCRIPTION

(AS TAKEN FROM FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT AGENTS FILE
NUMBER: EG8099)

PARCEL 1:

LOT 1, BLOCK 2, OF THE EAST ONE HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER
OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 25 SOUTH,
RANGE 35 EAST (LESS PORTION DESCRIBED IN QUIT CLAIM DEED 3010, PAGE 1251) LYING IN BREVARD
COUNTY FLORIDA.

PARCEL 2:

THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST
QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 35 EAST, LYING
AND BEING IN BREVARD COUNTY, FLORIDA

AND

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST
QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 23 SHOUTH, RANGE 35 EST, LYING
AND BIENG IN BREVARD COUNTY, FLORIDA. INCLUDING ONE-HALF OF ADJACENT ROADS PER O.R.
BOOK 1646, PAGE 130, LESS AND EXCEPT THAT PARCEL OF LAND RECORDED IN O.R. BOOK 3823, PAGE
2541, PUBLI RECORDS OF BREVARD COUNTY, FLORIDA.