

Prepared by: D. Scott Baker, Esq.
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315 E. Robinson Street, Suite 600
Orlando, Florida 32801

BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this _____ day of _____, 2025 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and COBBLESTONE II RVG LLC, a Delaware 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 the TR-3 zoning classification and desires to operate the Property as a mobile home park, and pursuant to the Brevard County Code, Section 62-1157; and

WHEREAS, as part of its plan for development and operation 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 Developer/Owner shall limit the amount of mobile home units existing on the Property to 173 units total.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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 9 above.

9. Severability clause. If any provision of this Agreement 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.

[SIGNATURE PAGES TO FOLLOW]

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)

Rob Feltner, Chair
As approved by the Board on _____

[SIGNATURES CONTINUE ON NEXT PAGE]

COBBLESTONE II RVG LLC, a Delaware limited liability company
7W220 22nd Street, Suite 220
Oakbrook Terrace, IL 60181

WITNESSES:

Witness 1:

[Signature]
Signature

Andrew T. McCarthy
Witness Name

17W220 22nd St., Suite 220, Oakbrook Terrace
Mailing Address
IL, 60181

By: [Signature]
Name: Erik D. Hagen
Title: Authorized Signatory

Witness 2:

[Signature]
Signature

Carrie Aigner
Witness Name

17W220 22nd St., Ste 220 Oakbrook Terrace IL 60181
Mailing Address

STATE OF Illinois §

COUNTY OF DuPage §

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or _____ online notarization, this 20th day of August, 2025, by Erik D. Hagen, as Authorized Signatory of COBBLESTONE II RVG LLC, a Delaware limited liability company, who is personally known to me or who has produced driver license as identification.

My commission expires
SEAL
Commission No.:

[Signature]
Notary Public

(Name typed, printed or stamped)



Exhibit A
Legal Description

TRACT 1:

PARCEL A

From the intersection of the South line of the North 786.51 feet of Government Lots 2 and 5, in Section 14, Township 30 South, Range 38 East, Brevard County, Florida, and the Westerly right of way line of U.S. Highway No. One, run North 89 degrees 29 minutes 18 seconds West a distance of 187.0 feet to the Point of Beginning of the herein described parcel; thence run South 0 degrees 26 minutes 36 seconds West a distance of 100.0 feet; thence run South 89 degrees 29 minutes 18 seconds East a distance of 231.24 feet to the said Westerly right of way line of U.S. Highway No. One and a point on a curve to the Southeast, said curve having for its elements a radius of 8672.41 feet, a central angle of 0 degrees 53 minutes 17 seconds; thence along said curve an arc distance of 134.42 feet to the Point of Tangency; thence run South 24 degrees 39 minutes 48 seconds East along said Westerly right of way line a distance of 186.37 feet to the South line of the North 293.76 feet of the South 448.49 feet of Government Lots 2 and 5, Section 14, Township 30 South, Range 38 East, Brevard County, Florida; thence run North 89 degrees 33 minutes 24 seconds West along said South line a distance of 1462.19 feet to the Easterly right of way of Florida East Coast Railway; thence run North 2 degrees 14 minutes 02 seconds West along said East right of way a distance of 357.15 feet to the Point of Curvature of a curve concave to the West; thence along said curve having a radius of 5779.65 feet and a central angle of 0 degrees 21 minutes 18 seconds, an arc distance of 35.81 feet to the South line of the North 786.51 feet of said Government Lots 2 and 5; thence run South 89 degrees 29 minutes 18 seconds East along the said North line a distance of 1114.25 feet to the Point of Beginning.

TOGETHER WITH the South 100.0 feet of the North 886.51 feet, lying East of U.S. Highway No. 1, of Government Lots 2 and 5, in Section 14, Township 30 South, Range 38 East, Brevard County, Florida.

and

TOGETHER WITH that part of the North 293.76 feet of the South 448.9 feet of Government Lots 2 and 5 East of Highway U.S. #1, Section 14, Township 30 South, Range 38 East, Brevard County, Florida.

TOGETHER WITH an easement for the benefit of the subject property as set forth in Quit Claim Deed recorded in Official Records Book 1230, Page 971, of the Public Records of Brevard County, Florida.

AND

PARCEL B

PARCEL NO. 1:

The South 471.51 feet of the North 786.51 feet of that part of Government Lot 2, lying West of the Florida East Coast Railroad, in Section 14, Township 30 South, Range 38 East, Brevard County, Florida.

PARCEL NO. 2:

From a concrete monument marking the Southwest corner of Government Lot 2, Section 14, Township 30 South, Range 38 East, said point also being the Point of Beginning of the herein described parcel, run North 0 degrees 29 minutes 23 seconds East a distance of 154.73 feet; thence run South 89 degrees 10 minutes 00 seconds East a distance of 678.20 feet to the Westerly right of way of the Florida East Coast Railroad; thence run South 2 degrees 02 minutes 40 seconds East along said right of way a distance of 154.90 feet; thence run North 89 degrees 10 minutes 00 seconds West a distance of 685.05 feet to the Point of Beginning.

PARCEL NO. 3:

The South 200 feet of the North 315 feet of Government Lots 2 and 5, lying West of the Florida East Coast Railroad, Section 14, Township 30 South, Range 38 East, Brevard County, Florida.

PARCEL NO. 4:

Begin at the 1" iron pipe marking the Northeast corner of the North one-half of the Southwest 1/4 of the Northwest 1/4 of Section 14, Township 30 South, Range 38 East, Brevard County, Florida, thence run South 0 degrees 15 minutes 21 seconds West a distance of 167.57 feet; thence run North 89 degrees 32 minutes 41 seconds West a distance of 301.95 feet; thence run North 09 degrees 14 minutes 29 seconds West a distance of 170.00 feet; thence run South 89 degrees 32 minutes 41 seconds East a distance of 330.00 feet to the Point of Beginning.

PARCEL NO. 5:

The North 293.76 feet of the South 448.9 feet of Government Lots 2 and 5, Section 14, Township 30 South, Range 38 East tying West of the Florida East Coast Railroad right of way, said land lying and being in Brevard County, Florida.

PARCEL NO. 6:

The South 100 feet of the North 886.51 feet of Government Lots 2 and 5, in Section 14, Township 30 South, Range 38 East, lying West of Florida East Coast Railroad, Brevard County, Florida.

RIVER GROVE II (Overall Legal Description consisting of Parcels 1 through 6 above):

From the Northeast corner of the North one-half of the Southwest one-quarter of the Northwest one-quarter of Section 14, Township 30 South, Range 38 East, Brevard County, Florida, said point also being the Point of Beginning run South 0 degrees 15 minutes 21 seconds West a distance of 115.00 feet; thence run S 89 degrees 32 minutes 49 seconds East a distance of 586.68 feet to the West right of way of the Florida East Coast Railroad, said point also being on a curve concave to the Southwest; thence Southeasterly along said curve having a radius of 5679.65 feet, a central angle of 7 degrees 14 minutes 20 seconds, an arc distance of 717.57 feet to a point of tangency; thence run S 02 degrees 13 minutes 14 seconds East a distance of 507.52 feet; thence run N 89 degrees 32 minutes 04 seconds W a distance of 684.76 feet; thence run N 0 degrees 15 minutes 21 seconds East a distance of 1167.02 feet; thence run N 89 degrees 32 minutes 41 seconds West a distance of 301.95 feet; thence run N 09 degrees 14 minutes 29 seconds West a distance of 170.0 feet; thence run S 89 degrees 32 minutes 41 seconds East a distance of 330.0 feet to the Point of Beginning.

TRACT 2:

Beginning at the intersection of the Westerly right of way of U.S. Highway No.1 and the North line of South 100.00 feet of the North 886.51 feet of Government Lots 2 and 5, Section 14, Township 30 South, Range 38 East, Brevard County, Florida, said point being the Point of Beginning of the following described property; run North 89°25'18" West a distance of 187.00 feet; thence run South 00°34'42" West a distance of 100.00 feet; thence run South 89°25'18" East a distance of 231.12 feet to the Westerly right of way of said U.S. Highway No.1; thence run Northwesterly and along a curve, having a radius of 8672.41 feet and a central angle of 00°43'20", an arc distance of 109.32 feet to the Point of Beginning.