

Prepared by: _____
Address: _____

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 MICHAEL S PALO (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 Contractor's offices, plants and storage yards 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 uses on the property to BU-1 uses from Sec. 62-1482, and the only BU-2

use shall be for contractor's offices, plants and storage yards. Deliveries shall be between 7:00 a.m. and 9:00 p.m. only.

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 7 above.
9. 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)

Thad Altman, 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:

[Signature]
385 New Port Dr.
(Witness Name typed or printed)

MICHAEL S PALO as DEVELOPER/OWNER
Michael Palo
4055 Roman Dr.
(Address)

[Signature]
6723 Mangrove Dr.
(Witness Name typed or printed)

Michael Palo
(President)
(Name typed, printed or stamped)

STATE OF Florida §

COUNTY OF Brevard §

The foregoing instrument was acknowledged before me, by means of X physical presence or
_____ online notarization, this 24 day of OCT, 2025 by
Michael Palo, President of _____, who is
personally known to me or who has produced _____ as identification.

My commission expires
SEAL
Commission No.: 7/28/28

Lori Bauer
Notary Public
(Name typed, printed or stamped)

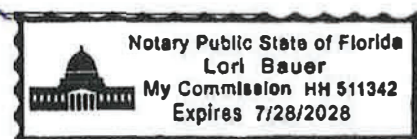


EXHIBIT A

PARCEL 1

BEING A PARCEL OF AND LYING IN SECTION 32, TOWNSHIP 26 SOUTH, RANGE 37 EAST, SAID PARCEL BEING A PORTION OF THE DONALD R. PALO AS TRUSTEE PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 2606, PAGE 272, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY CORNER OF THE STATE OF FLORIDA PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 4521, PAGE 1804, TRACT 100, SAID CORNER LYING IN THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER 5 (ALSO KNOW AS U.S. HIGHWAY 1), PROCEED THENCE WITH SAID RIGHT OF WAY LINE N 23°17'18" W, FOR A DISTANCE OF 199.90 FEET TO A NEW 1/2" REBAR (PSM 6431) IN THE SOUTH LINE OF THE TRACT WHICH THIS IS A PART OF AND THE POINT OF BEGINNING; THENCE WITH SAID SOUTH LINE S 66°32'19" W, FOR A DISTANCE OF 675.42 FEET TO A NEW 1/2" REBAR IN THE WEST LINE OF GOVERNMENT LOT 4; THENCE WITH SAID LOT LINE N 00°01'57" W, PASSING THROUGH THE NORTHWEST CORNER OF LOT 4 AND THE SOUTHWEST CORNER OF LOT 3 AT 54.60 FEET AND CONTINUING WITH THE WEST LINE OF GOVERNMENT LOT 3, A TOTAL DISTANCE OF 326.10 FEET; THENCE N 66°28'10" E, FOR A DISTANCE OF 114.70 FEET TO A POINT IN THE WEST LINE OF THE STATE OF FLORIDA PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 4521 PAGE 1804, TRACT 102; THENCE WITH SAID WEST LINE S 01°40'21" E, FOR DISTANCE OF 107.75 FEET TO AN EXISTING 5/8" REBAR (FLORIDA DOT) THE SOUTHWEST CORNER OF TRACT 102; THENCE N 66°28'10" E WITH THE SOUTH LINE OF TRACT 102, FOR A DISTANCE OF 471.66 FEET TO A NEW 1/2" REBAR (PSM 6431) IN THE WEST RIGHT OF WAY LINE OF STATE ROAD NUMBER 5; THENCE WITH SAID RIGHT OF WAY LINE S 23°17'18" E, FOR A DISTANCE OF 199.88 FEET TO THE POINT OF BEGINNING.

PARCEL 2

BEING A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 26 SOUTH, RANGE 37 EAST, SAID PARCEL BEING A PORTION OF THE DONALD R. POLO AS TRUSTEE PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 2606, PAGE 272, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY CORNER OF THE STATE OF FLORIDA PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 4521, PAGE 1804, TRACT 100, SAID CORNER LYING IN THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER 5 (ALSO KNOW AS U.S. HIGHWAY 1), PROCEED THENCE WITH SAID RIGHT OF WAY LINE N 23°17'18" W, FOR A DISTANCE OF 199.90 FEET TO A NEW 1/2" REBAR (PSM 6431) IN THE SOUTH LINE OF THE TRACT WHICH THIS IS A PART; THENCE WITH SAID SOUTH LINE S 66°32'19" W, FOR A DISTANCE OF 675.42 FEET TO A NEW 1/2" REBAR IN THE WEST LINE, OF GOVERNMENT LOT 4; THENCE WITH SAID LOT LINE N 00°01'57" W, PASSING THROUGH THE NORTHWEST CORNER OF LOT 4 AND THE SOUTHWEST CORNER OF LOT 3 AT 54.60 FEET AND CONTINUING WITH THE WEST LINE OF GOVERNMENT LOT 3, A TOTAL DISTANCE OF 326.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WITH SAID LOT 3 N 00°01'57" W, FOR A DISTANCE OF 89.35 FEET TO AN EXISTING 4"X4" CONCRETE MONUMENT, THE NORTHWEST CORNER OF THE TRACT WHICH THIS IS A A PART OF; THENCE WITH THE NORTH LINE OF SAID TRACT N 66°31'52" E, FOR O DISTANCE OF 111.89 FEET TO A NEW 1/2" REBAR (PSM 6431) IN THE WEST LINE OF THE STATE OF FLORIDA TRACT 102 AS RECORDED IN OFFICIAL RECORDS BOOK 4521, PAGE 1806; THENCE S 01°40'21" E WITH THE WEST LINE OF SAID TRACT 102, FOR A DISTANCE OF 88.16 FEET; THENCE S 66°28'10" W, FOR A DISTANCE OF 114.70 FEET TO THE POINT OF BEGINNING.