

Prepared by: Jim Trauger
2210 Front Street Ste. 204
Address: Melbourne, FL 32901

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 **Troy Holdings, 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 a rezoning of the property to the BU-2 zoning classification with a binding development plan and desires to develop the Property as RV/Boat 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. 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. Developer/Owner shall construct an eight (8) foot high solid buffer wall along the southern border of the Property.

4. The Developer/Owner shall limit uses to indoor RV and boat storage as allowed in BU-2 zoning district and other uses as allowed in the BU-1 zoning district.
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 Brevard County Comprehensive Plan or land development regulations as they may apply to this Property.
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 May 1, 2025. 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)

Rob Feltner, Chairman

As approved by the Board on _____

Witness 1 Signature
David Williams
Witness 1 Printed Name

By: Juliana
Manager, Troy Holdings, LLC

Ken Harris
Witness 2 Signature
Ken Harris
Witness 2 Printed Name

STATE OF FLORIDA

COUNTY OF BREVARD

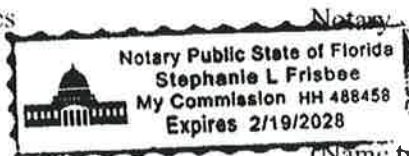
The foregoing instrument was acknowledged before me, by means of X physical presence or
____ online notarization, this 5 day of June, 2025, by Jessica Williams, Manager of Troy
Holdings, LLC who is personally known to me or who has produced _____ as identification.

Stephanie L Frisbee

My commission expires

Public SEAL

Commission No.:



(Name typed, printed or stamped)

EXHIBIT A

OFFICIAL RECORDS BOOK 4098, PAGE 0601: A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2334, PAGE 2381, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A POINT OF INTERSECTION OF THE CENTERLINE OF SOUTH TROPICAL TRAIL (60 FOOT RIGHT OF WAY) AND A POINT 470.34 FEET SOUTH BY RIGHT ANGLE MEASUREMENT OF THE NORTH LINE OF SECTION 2; THENCE N 94 DEGREES 20'59" W, ALONG THE CENTERLINE, A DISTANCE OF 100.28 FEET, THENCE N 89 DEGREES 33'15" E, A DISTANCE OF 831.92 FEET TO A POINT ON THE CENTERLINE OF A 25 FOOT WIDE DRAINAGE EASEMENT AND THE POINT OF BEGINNING, THENCE CONTINUE N 89 DEGREES 33'15" E, A DISTANCE OF 211.23 FEET, THENCE N 00 DEGREES 26'45" W, A DISTANCE OF 106.83 FEET, THENCE N 73 DEGREES 06'03" E, A DISTANCE OF 52.07 FEET TO THE WESTERLY RIGHT OF WAY OF SOUTH COURTENAY PARKWAY (A.K.A. STATE ROAD NO. 3, A 100 FOOT RIGHT OF WAY), SAID POINT BEING ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1578.00 FEET, SAID RADIUS BEARS S 72 DEGREES 05' 13" W, THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY AND SAID CURVE THROUGH A CENTRAL ANGLE OF 03 DEGREES 00'47", A DISTANCE OF 83.00 FEET, THENCE S 01 DEGREES 53'57" W, A DISTANCE OF 350.98 FEET TO THE NORTH LINE OF TROPICAL GARDENS, AS RECORDED IN PLAT BOOK 16, PAGE 138, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, THENCE S 89 DEGREES 33'15" W ALONG SAID NORTH LINE, A DISTANCE OF 195.23 FEET TO A POINT ON THE CENTERLINE OF SAID 25 FOOT DRAINAGE EASEMENT, THENCE N 13 DEGREES 18'46" W, ALONG SAID CENTERLINE, A DISTANCE OF 70.56 FEET, THENCE N 17 DEGREES 40'57" W, ALONG SAID CENTERLINE, A DISTANCE OF 55.26 FEET, THENCE N 13 DEGREES 44'12" W, ALONG SAID CENTERLINE, A DISTANCE OF 49.09 FEET, THENCE N 17 DEGREES 23'01" W, ALONG SAID CENTERLINE, A DISTANCE OF 49.30 FEET, THENCE N 13 DEGREES 06'01" W, ALONG SAID CENTERLINE A DISTANCE OF 49.87 FEET, THENCE N 13 DEGREES 14'24" W, ALONG SAID CENTERLINE, A DISTANCE OF 43.49 FEET TO THE POINT OF BEGINNING. SUBJECT TO A DRAINAGE EASEMENT OVER THE WEST 12.5 FEET.