

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 **Nicholas Duffy**, (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. 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.
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 Courts 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 April 3, 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_____

Bill McCullough
Witness 1 Signature

Bill McCullough
Witness 1 Printed Name

By: Nicholas Duffy
Nicholas Duffy (owner)

Juan Sanchez
Witness 2 Signature

Juan Sanchez
Witness 2 Printed Name

STATE OF FLORIDA

COUNTY OF ~~BREVARD~~ Martin

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or
_____ online notarization, this 30 day of June, 2025, by Nicholas Duffy,
who is personally known to me or who has produced FL DL as identification.

My commission expires Nov 16 2027 Notary

Public SEAL

Commission No.: HH 465270

(Name typed, printed or stamped)

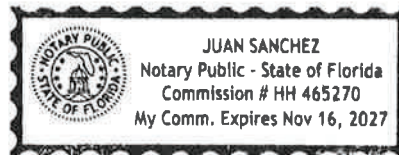


EXHIBIT A

The South 329 feet of Government Lots 3, Section 11, Township 30 South, Range 38 East, lying West of the Right of Way line of the Florida East Coast Railroad Right of Way, Less and Except that part contained in Official Records Book 1177, Page 296 and Official Records Book 1554, Page 73, Public Records of Brevard County, Florida.