

Prepared by: Kimberly Bonder Rezanka
Address: Lacey Lyons Rezanka
1290 US-1, Ste. 103
Rockledge, FL 32955

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 LINDE INC., a Delaware corporation (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 IU-1 zoning classification 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 not develop the Property with any housing or other residential purposes which may be allowed under Florida Live Local Act, Chapter 2023-17, Laws of Florida, as may be amended.

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)

Rob Feltner, 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:

Linde Inc.

10 Riverview Drive

Danbury, CT 06810

Karen L. Dolan

Karen L. Doherty
(Witness Name typed or printed)

Lisa Murray

Lisa Murray
(Witness Name typed or printed)

[Signature]

Director, Corporate Real Estate

(Title)

Brian C. Morgan

(Name typed, printed or stamped)

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

The foregoing instrument was acknowledged before me by means of physical presence,
this 12th day of March 2025, by Brian C. Morgan, Director, Corporate Real
Estate, for Linde Inc., who is personally known to me.

My commission expires: 12/31/2028

[Signature]
Notary Public

SEAL

Commission No.: CT 178083

Lisa Murray
(Name typed, printed or stamped)

LISA MURRAY
NOTARY PUBLIC - CT 178083
My Commission Expires 12/31/2028

EXHIBIT "A"

SURVEYORS LEGAL DESCRIPTION:

A PORTION OF THE LANDS DESCRIBED IN PARCEL 1 OF OFFICIAL RECORDS BOOK 2976, PAGE 4447 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, ALSO BEING A PORTION OF GOVERNMENT LOT 4 IN SECTION 9, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A 5/8" IRON ROD AND CAP "S&ME INC FL 8165 GA 1252" LOCATED AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF JONES AVENUE (30.00 FOOT WIDE RIGHT OF WAY) ALSO BEING THE NORTH LINE OF GOVERNMENT LOT 4 AND THE EASTERLY RIGHT OF WAY LINE OF HAMMOCK ROAD (VARIABLE WIDTH RIGHT OF WAY); THENCE SOUTH 89°53'15" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF JONES AVENUE, A DISTANCE OF 644.44 FEET TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF JONES AVENUE AND THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY (60.00 FOOT RIGHT OF WAY); THENCE SOUTH 04°07'45" EAST, ALONG THE WESTERLY RIGHT OF WAY OF SAID FLORIDA EAST COAST RAILWAY, A DISTANCE OF 708.53 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY, RUN SOUTH 79°16'49" WEST, ALONG A PORTION OF THE SOUTHERLY LINE OF THAT CERTAIN DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 8366, PAGE 622, OF SAID PUBLIC RECORDS, A DISTANCE OF 552.19 FEET TO THE INTERSECTION OF THE SOUTH LINE OF SAID DRAINAGE EASEMENT AND THE EAST RIGHT OF WAY LINE OF HAMMOCK ROAD (VARIABLE WIDTH RIGHT OF WAY); THENCE NORTH 10°40'52" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 824.96 FEET TO THE **POINT OF BEGINNING.**

CONTAINING: 10.46 ACRES.


AFFIDAVIT OF NO MORTGAGE

Brian C. Morgan, Director, Corporate Real Estate at Linde Inc., after being duly sworn, deposes and says:

1. I am the representative of the owner of the real property as more particularly described in **Exhibit "A"** attached hereto
2. There are no mortgages on the Property

Dated March 12, 2025.

Linde Inc.
10 Riverview Drive
Danbury, CT 06810

By: 
Brian C. Morgan
Its: Director, Corporate Real Estate


STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

The foregoing instrument was acknowledged before me by means of physical presence, this 12th day of March 2025, by Brian C. Morgan, Director, Corporate Real Estate, for Linde Inc., who is personally known to me.

My commission expires: 12/31/2028

SEAL

Commission No.: CT 178083


Notary Public

Lisa Murray
(Name typed, printed or stamp)

LISA MURRAY
NOTARY PUBLIC - CT 178083
My Commission Expires 12/31/2028

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