

Prepared by: MBV Engineering, Inc.  
Address: 1250 W. Eau Gallie Blvd., Melbourne, FL 32935

### **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 TG RENTALS OF BREVARD, LLC (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 Boat/RV/mini 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. Recitals. The above recitals are true and correct and are incorporated into this Agreement by their reference.
2. The use of the Property shall be limited to all BU-1 uses under Sec. 62-1482, and outdoor storage and mini-warehouses.
3. 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.

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 Comprehensive Plan or land development regulations as they may apply to this Property prior to issuance of an approved development order.
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 August 7, 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 provisions 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 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:

TG RENTALS OF BREVARD, LLC  
as DEVELOPER/OWNER

\_\_\_\_\_  
Kristine Ignazio  
(Witness Name and address)

\_\_\_\_\_  
Tom Goodson as manager

630 Cidco Road, Cocoa FL 32926

\_\_\_\_\_  
305 M. C. Ave  
Merritt Island FL  
32952  
\_\_\_\_\_  
Faith Newman

(Witness Name and address)

\_\_\_\_\_  
317 Island Breeze Av. Daytona Beach, FL  
32124

STATE OF Florida §

COUNTY OF Brevard §

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or  
☐ online notarization, this 14<sup>th</sup> day of August, 2025, by Tom Goodson as manager  
of TG Rentals of Brevard LLC, and is \_\_\_\_\_ personally known, or, produced  
\_\_\_\_\_ as identification.

My commission expires  
SEAL  
Commission No.:

\_\_\_\_\_  
Notary Public

(Name typed, printed or stamped)



KRISTINE IGNAZIO  
Commission # HH 671222  
Expires June 13, 2029

## EXHIBIT A

### LEGAL DESCRIPTION

A parcel of land being the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 35 East, Brevard County, Florida, lying West of Tucker Lane and being more particularly described as follows:

Commence at the Southeast corner of said Section 35 and run N.00°03'48"E., along the East line of said Section 35, a distance of 662.01 feet to the Point of Beginning; thence continue N.00°03'48"E., along said East line a distance of 457.79 feet, to a point on the Westerly Right of Way line of Tucker Lane (an 80 foot right of way); thence N.30°18'44"W., along said Westerly Right of Way line, a distance of 235.58 feet; to a point on the North line of the Southeast 1/4 of the Southeast 1/4 of said Section 35; thence S.89°35'46"W., along said North line, a distance of 1211.44 feet; thence S.00° 03'51"W., along West line of said Southeast 1/4 of the Southeast 1/4, a distance of 662.25 feet; thence N .89°35'08"E., a distance of 1330.58 feet, to the Point of Beginning.