

Prepared by: Bryan Moffit  
Address: 7235 Waelti Dr.  
Melbourne, FL 32940

### 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 KMM-FL, LLC, a Florida limited liability 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 BU-2 zoning classification(s) and desires to develop the Property as one story building and warehouse 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 developer/owner shall limit land use as follows:
  - a) The following uses shall be prohibited

auditoriums; automobile hire, automobile paint and body repair; automobile repairs;  
automobile sales; automobile tires and mufflers sales and service, automobile washing-  
mechanized; boat service; building materials and supplies; cabinetmaking and carpentry,

commercial entertainment and amusement enterprises; contractors outdoor storage yards, engine service; farm machinery sales and service; feed and hay for animals and stock; fertilizer stores; flea markets, gasoline service stations; hotels; lumber sales; motels; motorcycle sales and service; outside sale of mobile homes; pet kennels, plant nurseries; recovered materials processing facility; restaurant outdoor seating; seafood processing plants; service station for automobile vehicles and U-Haul service, sharpening and grinding shops; theaters; towers and antennas; trailer and truck service; treatment and recovery facility; welding repairs and metal fabrication. Outdoor storage or display of large items or material which may require forklift, front-loader, tractor, or similar machinery to move shall be prohibited.

b) Freestanding sign shall be limited to not exceed ten feet in height.

c) The gross floor area ratio (FAR) shall not exceed 0.75, consistent with the Neighborhood Commercial Comprehensive Plan category .

d) Outdoor intercoms and public address systems shall be prohibited.

e) Digital or electronic signs and billboards whether static, animated, or intermittent shall be prohibited.

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 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 11/7/2024. 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)

\_\_\_\_\_  
Jason Steele, 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]  
Chris Romandetti  
(Witness Name typed or printed)

(INSERT BUSINESS NAME or INDIVIDUAL NAME(s))  
as DEVELOPER/OWNER  
KMM - FI LLC  
7235 Waeli Pimelbore Fl 32940  
(Address)

[Signature]  
Kevin Hartman  
(Witness Name typed or printed)


[Signature]  
(President)  
BRYAN MOFFIT MAN.  
(Name typed, printed or stamped)

STATE OF Florida §  
COUNTY OF Brevard §

The foregoing instrument was acknowledged before me, by means of  physical presence or  
 online notarization, this 4 day of October, 2024, by  
Bryan Moffit, President of Advantage Concrete of Florida Inc, who is  
personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires 4/14/28  
SEAL  
Commission No.: HH479501

[Signature]  
Notary Public  
(Name typed, printed or stamped)

 LINDA A GALLION  
Notary Public  
State of Florida  
Comm# HH479501  
Expires 4/14/2028

## Exhibit A

### **Legal description: 7235 Waely Dr., Melbourne, FL**

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, Block 40, Plan of Town of Pineda, according to the plat thereof, as recorded in Plat Book 1, Page 41, of the Public Records of Brevard County, Florida and the West 1/2 of the vacated road right-of-way, as recorded in Official Records Book 7304, Page 1587, otherwise known as Seventh Street, adjacent to said lots.