

Prepared by: Kimberly Bonder Rezanka  
Address: Lacey Rezanka  
6013 Farcenda Pl #101  
Melbourne, FL 32940

## **BINDING DEVELOPMENT PLAN**

THIS AGREEMENT, entered into this \_\_ day of July, 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 HOME NATION COCOA, LLC, a Florida 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, 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 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. The use of the Property shall be limited to all uses permitted within the BU-1 commercial zoning classification and to mobile home sales.

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, Chairman

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:

Home Nation Cocoa, LLC  
3737 US Highway 1  
Cocoa, FL 32926

\_\_\_\_\_  
Shaura Rhodes

\_\_\_\_\_  
Shaura Rhodes

(Witness Name typed or printed)

\_\_\_\_\_  
Andrea Lankton

(Witness Name typed or printed)

\_\_\_\_\_  
Roxanne Comino

MEMBER/MANAGER

(Title)

\_\_\_\_\_  
ROXANNE COMINO

(Name typed, printed or stamped)

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of physical presence, this 16 day of June, 2025, by Roxanne Comino for Home Nation Cocoa, LLC, who is personally known to me/presented \_\_\_\_\_ as identification.

My commission expires: 10/11/2026

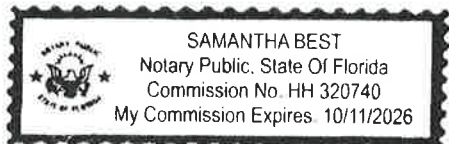
\_\_\_\_\_  
Samantha Best  
Notary Public

SEAL

Commission No.:

\_\_\_\_\_  
Samantha Best

(Name typed, printed or stamped)



**EXHIBIT "A"**

**LEGAL DESCRIPTION:**

The South 250 feet bordering on U.S. Highway No. 1, of the West 400 feet of the South 9.31 acres of the North 12.31 acres of Lot 1, except that property described in Deed Book 172, Page 3 and O.R. Book 42, Page 52 in Section 8, Township 24, Range 36; and that part of South 9 ½ acres of the North 12 ¾ acres of the NE ¼ of the NE ¼ lying East of U.S. Highway No. 1 in Section 7, Township 24, Range 36.

The North 80 feet bordering on U.S. Highway No. 1, of the West 400 feet of the South 9.31 acres of the North 12.31 acres of Lot 1, except that property described in Deed Book 172, Page 3, and O.R. Book 42, Page 52, in Section 8, Township 24, Range 36, and that part of the South 9 ½ acres of the North 12 ¾ acres of the NE ¼ of the NE ¼ lying East of U.S. Highway No. 1, in Section 7, Township 24, Range 36.