

Prepared by: Kelly Hyvonen  
Address: 355 Spoonbill Lane  
Melbourne Beach, FL 32951

### **BINDING DEVELOPMENT PLAN**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and RONALD ABBOTT (hereinafter referred to as "Owner").

### **RECITALS**

WHEREAS, 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 desires to develop the Property as boat and recreational vehicle storage, and pursuant to the Brevard County Code, Section 62-1157; and

WHEREAS, as part of its plan for development of the Property, 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 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 Owner retains all BU-1 uses and limits the BU-2 uses to boat and recreational vehicle storage only.

4. Owner shall comply with all regulations and ordinances of Brevard County, Florida. This Agreement constitutes 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. 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 February 2, 2023. 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 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)

Rita Pritchett, 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:



Ryan Runte  
(Witness Name typed or printed)



SCOTT MARTIN  
(Witness Name typed or printed)

RONALD ABBOTT  
as OWNER

5345 S A1A  
MEL. BCH FLA 3295  
(Address)

  
Signature

Ronald Abbott

STATE OF FL §

COUNTY OF Brevard §

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or  
\_\_\_\_\_ online notarization, this 22nd day of March, 2023, by  
Ronald Abbott, President of \_\_\_\_\_, who is  
personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires 12/17/24  
SEAL

Commission No.: HH 073190

  
Notary Public Lisa Marie Martel

(Name typed, printed or stamped)



## Exhibit "A"

That part of Government Lots 2 and 3, Section 11, Township 30 South, Range 38 East, Brevard County, Florida, lying South of O.R. Book 4303, Page 3589, Public Records of Brevard County, Florida, East of the right of way line of the Florida East Coast Railroad right of way and North of the North right of way line of Barefoot Boulevard, less and except that part contained in O.R. Book 3633, Page 928, recorded in Public Records of Brevard County, Florida. Less the right of way for U.S. Highway No. 1.

AND

Less and except the following as described in Warranty Deed recorded in O.R. Book 6492, Page 1998, Public Records of Brevard County, Florida:

A portion of Government Lot 2, Section 11, Township 30 South, Range 38 East, Brevard County, Florida, lying South of Official Record Book 4303, Page 3589, Public Records of Brevard County, Florida, West of U.S. Highway No. 1 and North of Barefoot Boulevard as described in Official Record Book 144, Page 610 of the Public Records of Brevard County, Florida, said parcel being more particularly described as follows:

Commence at the Northwest corner of said Government Lot 2, said point also being the Northwest corner of the SW  $\frac{1}{4}$  of said Section 11; thence along the West line of Government Lot 2 and the West line of Section 11, S  $00^{\circ} 09' 34''$  E, 994.98 feet; thence departing said West line N  $89^{\circ} 51' 30''$  E, 1357.07 feet to the Point of Beginning, said point also lying on the South line of that certain parcel as described in Official Record Book 4303, Page 3589 of the Public Records of Brevard County, Florida; thence continue N  $89^{\circ} 51' 30''$  E, 205.20 feet to a point on the West right of way of U.S. Highway No. 1; thence along said West right of way, S  $25^{\circ} 27' 07''$  E, 185.78 feet; thence departing said West right of way, along the Northerly right of way of said Barefoot Boulevard S  $19^{\circ} 34' 28''$  W, 71.01 feet; thence S  $64^{\circ} 37' 12''$  W, 13.32 feet to a point of curvature of a curve to the right; thence 122.00 feet along the Arc of said curve having an radius of 2375.00 feet, a central angle of  $02^{\circ} 56' 36''$ , a chord bearing and distance of S  $66^{\circ} 05' 30''$  W, 121.99 feet; thence departing said Northerly right of way N  $25^{\circ} 27' 07''$  W, 320.38 feet to the Point of Beginning. Said parcel containing 1.16 acres, more or less.