

Existing BDP  
23Z00012  
Norfolk Pkwy

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

#### BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this 3rd day of May, 2022 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and Norfolk Parkway, 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 a boat and RV 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 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

Rev. 4/18/2022

- 3 Developer/Owner shall provide a 50 foot undisturbed vegetative buffer and maintain the existing vegetative buffer along the west and north boundaries of the Property. No improvements shall be allowed within the buffer.
- 4 The Developer/Owner shall limit the number of outdoor storage spaces to 350.
- 5 The Developer/Owner shall limit ingress and egress to Norfolk Parkway.
- 6 The site shall be developed as a Boat and RV storage facility and related ancillary services and facilities.
- 7 No sewage dump station shall be allowed, unless public sewer connection is obtained.
- 8 Outdoor lighting is limited to 17 feet in height from grade to bottom of light fixture.
- 9 The Developer/Owner shall provide a traffic study detailing any required roadway improvements including, but not limited to a westbound right turn lane, at the time of site plan submittal. If an improvement is warranted, and is approved by the City of West Melbourne, it shall be constructed accordingly.
- 10 No residing or overnight stays within the stored vehicles shall be allowed.
- 11 The Developer/Owner shall comply with all applicable requirements of the FDEP Guidance for Disturbance and Use of Old Closed Landfills or Waste Disposal Areas in Florida.
- 12 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.
- 13 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.
- 14 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 4/7/22. In the event the subject Property is annexed into a municipality and rezoned, this Agreement shall be null and void

- 15 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
- 16 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 15 above
- 17 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

[The remainder of this page left intentionally blank]

IN WITNESS THEREOF, the parties hereto have caused these presents to be signed all as of the  
date and year first written above.

ATTEST

  
Rachel Sadoff, Clerk of Court  
(SEAL)

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA  
2725 Judge Fran Jamieson Way  
Viera, FL 32940

  
Kristine Zonka, Chair

As approved by the Board on May 3, 2022

(Please note: You must have two witnesses and a notary for each signature required. The notary may serve as one witness.)

WITNESSES:

Steve Spanin

Steve Spanin

(Witness Name typed or printed)

John Woodson

John Woodson

(Witness Name typed or printed)

NORFOLK PARKWAY, LLC  
as DEVELOPER/OWNER

129 West Hibiscus Suite 6

MELBOURNE FL 32901

(Address)



(President)

FRED BOOZER

(Name typed, printed or stamped)

STATE OF Florida §

COUNTY OF Brevard §

The foregoing instrument was acknowledged before me, by means of X physical presence or  
\_\_\_\_\_ online notarization, this 8<sup>th</sup> day of April, 2022, by  
Fred D. Boozer Jr., President of Norfolk Parkway LLC, who is  
personally known to me or who has produced \_\_\_\_\_ as identification

My commission expires  
SEAL  
Commission No..

  
Notary Public

(Name typed, printed or stamped)



## Exhibit "A"

A portion of the lands described in ORB 3277, Page 924, of the Public Records of Brevard County, Florida, said lands lying in **Section 13, Township 28S, Range 36E**, and being more particularly described as follows: Beginning at the SW corner of Tract ST-1, Sawgrass Lakes Phase One, according to the plat thereof, as recorded in Plat Book 60, Pages 52 – 63 of the said public records, said point being the Point of Beginning; thence S89°32'31"W, along the north right-of-way line of Norfolk Parkway, per said Sawgrass Lakes Phase One, a distance of 662.33 ft. to the easterly line of said Sawgrass Lakes Phase One; thence N01°30'06"E, along said east line, a distance of 1,151.77 ft.; thence leaving said line, N89°32'54"E, a distance of 662.19 ft. to the east line of Parcel 1 of said ORB 3277, Page 924; thence S01°29'41"W, along the east line of said Parcel 1 and the east line of Parcel 2 of ORB 3277, Page 924, a distance of 1,151.69 ft. to the Point of Beginning.

