

## BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred as "County") and McD FAMILY TRUST, LLC (hereinafter referred to as "Developer/Owner").

### RECITALS

WHEREAS, Developer/Owner owns property in Brevard County, Florida, (hereinafter referred to as the "Property") as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference: and

WHEREAS, Developer/Owner desires to develop the Property as Mini Warehouse, Office Building & RV Storage pursuant to the Brevard County Code, Section 62-1483(1)(c) & 62-1845; and

WHEREAS, the County is authorized to regulate future development of the Property.

NOW, THEREFORE, the parties agree as follows:

1. 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.

2. The Developer/Owner shall limit the use of said property for mini warehouse not to exceed 20,000 square feet, office building not the exceed 1,200 square feet & RV storage only, additional uses will require an application by the Developer/Owner.
3. The Developer/Owner shall restrict patrons of mini warehouse, office building & RV storage units to those parties leasing/owning units within the Great Outdoor Resort. The Developers/Owners shall not lease any unit to parties not owning/leasing property within the Great Outdoors.
4. The 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.
5. Developer/Owner, upon execution of this Agreement, shall pay to the County the cost of recording this Agreement in Brevard County, Florida.
6. This Agreement shall be binding and shall insure to the benefit of the successors or assigns of the parties and shall run with the subject Property unless or until modified with consent of the County and be binding upon any person, firm or corporation who may become the successor in interest directly or indirectly to the subject Property.

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

\_\_\_\_\_  
Scott Ellis, Clerk  
(SEAL)

\_\_\_\_\_  
Brian Lober, Chair  
As approved by the Board on \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2020, by \_\_\_\_\_, President of \_\_\_\_\_, who is personally  
known to me or who has produced \_\_\_\_\_ as identification.

My commission expires: \_\_\_\_\_

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

SEAL \_\_\_\_\_

Commission No.: \_\_\_\_\_ (Name typed, printed or stamped)

WITNESSES:

DEVELOPER/OWNER

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Witness Name typed or printed)

\_\_\_\_\_  
(Address)

WITNESSES:

OWNER

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Witness Name typed or printed)

McD FAMILY TRUST, LLC

\_\_\_\_\_  
(Address)

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, President of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:

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

SEAL

\_\_\_\_\_

Commission No.:

\_\_\_\_\_  
(Name typed, printed or stamped)