

Prepared By: Honeycutt & Associates, Inc.  
Address: 5195 South Washington Avenue  
Titusville, FL 32780

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 6	#Names: 3
Trust: 3.50	Rec: 49.00
Excise: 0.00	Serv: 0.00
Mtg: 0.00	nl Tax: 0.00

## BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this 22 day of Nov, 2005, between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and EKS, Inc., and THE GREAT OUTDOORS PREMIER RV/GOLF RESORT, INC. (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 desires to develop the Property as Mini Warehouse & RV Storage pursuant to the Brevard County Code, Section 62-1483(1)(c) & 62-1845; and

WHEREAS, the County is authorized to regulate 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 an/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 & RV storage only, additional uses will require an application by the Developer/Owner.
3. The Developer/Owner shall restrict patrons of mini warehouse & RV storage units to those parties leasing/owning units within the Great Outdoor Resort. The Developer/Owner 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 inure 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.

RETURN CHECK TO BOARD 457

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

ATTEST:

Scott Ellis, Clerk

(SEAL)

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA  
2725 JUDGE FRAN JAMIESON WAY  
VIERA, FL 32940

Helen Voltz, Chair

As approved by the Board on 11-22-05.

STATE OF FLORIDA §  
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 22 day of November 2005, by Helen Voltz, Chair of the Board of County Commissioners of Brevard County, Florida, who is personally known to me or who has produced as identification.

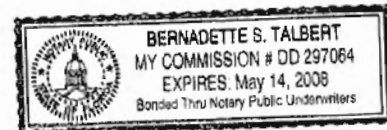
My Commission Expires:

  
Notary Public

SEAL

Commission No:

(Name typed, printed or stamped)



RETURN: Clerk to the Board #27

WITNESSES:

Bobbie F. Weekley

Bobbie F. Weekley  
Witness name typed or printed

Cynthia S. Canada

Cynthia S. Canada

STATE OF FLORIDA §  
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 22 day of September 2005, by LYNN R. HANSEL who is personally known to me or who has produced \_\_\_\_\_ as identification.

My Commission Expires: March 2, 07  
Commission No.: DD 162739

Tamara M. Devries  
Notary Public

SEAL



OWNER/DEVELOPER

THE GREAT OUTDOORS PREMIER  
RV/GOLF RESORT, INC.

P.O. BOX 3767

COCOA, FLORIDA 32924

Lynn R. Hansel Vice President  
THE GREAT OUTDOORS PREMIER  
LYNN HANSEL V.P.

RV/GOLF RESORT, INC.

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RETURN: Clerk to the Board #27

WITNESSES:

Kathleen R. Johnson  
Kathleen R. Johnson

Witness name typed or printed

Larry McDaniel  
LARRY MCDANIEL

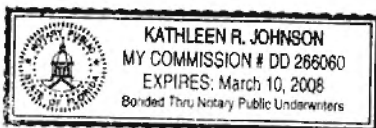
STATE OF FLORIDA §  
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of September 2005, by Malcolm Kirschbaum who is personally known to me or who has produced \_\_\_\_\_ as identification.

My Commission Expires:  
Commission No.:

Kathleen R. Johnson  
Notary Public

SEAL



(Name typed, printed or stamped)

OWNER/DEVELOPER

EKS, Inc.  
P.O. Box 3767  
Cocoa, FL 32924

EKS, Inc.

President

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## EXHIBIT 'A'

### LEGAL DESCRIPTION

#### MAP AND LEGAL DESCRIPTION OF:

##### PARCEL CO-7B:

A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6, THENCE N.89°30'44"E., ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 1350.30 FEET TO THE INTERSECTION WITH THE NORTHEASTERLY LINE OF A 170.00 FOOT WIDE FLORIDA POWER AND LIGHT COMPANY RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 730, PAGE 237 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S.49°10'00"E., ALONG SAID LINE, 908.29 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S.49°10'00"E., ALONG SAID LINE 25.00 FEET; THENCE S.12°52'22"E., 139.38 FEET; THENCE S.43°34'37"E., 177.23 FEET; THENCE N.21°17'06"E., 142.17 FEET; THENCE N.12°54'02"W., 9.24 FEET; THENCE N.52°30'23"W., 39.24 FEET; THENCE N.14°07'26"E., 342.17 FEET; THENCE N.81°44'22"W., 95.95 FEET; THENCE N.08°15'38"E., 100.00 FEET; THENCE S.53°34'00"W., 59.10 FEET; THENCE S.46°39'46"W., 201.53 FEET; THENCE S.00°14'54"E., 155.92 FEET TO THE POINT OF BEGINNING. CONTAINING 2.22 ACRES MORE OR LESS.