

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

BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this 9th day of September, 2021 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and North Pad, 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 contractor trades, warehouse, and storage, 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 impact 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 this 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 Developer/Owner shall be prohibited from the BU-2 uses shown on Exhibit B."
4. The Developer/Owner shall provide a twenty (20) foot wide vegetative buffer with no administrative waiver on the entire North and East property lines and a twenty-five (25) foot use buffer on the entire North and East property lines of the subject property and install an opaque PVC, metal or wood fence along the 25' use buffer line and not at the property line. The fence height shall be either eight (8) feet above the building finished floor or twelve (12) feet from filled grade.
5. 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 as described herein 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.
6. 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.
7. 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 May 27, 2021. In the event the subject Property is annexed into a municipality and rezoned, this Agreement shall be null and void.
8. 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.
9. 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 8 above.

10. 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.

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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 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:

North Pad, LLC
as DEVELOPER/OWNER

(Witness Name typed or printed)

(Address)

(President)

(Witness Name typed or printed)

(Name typed, printed or stamped)

STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20____, by _____, President of _____, 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

LEGAL DESCRIPTION:

BEGIN AT THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 23 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA. THENCE RUN SOUTH 00 DEGREES 46'22" WEST ALONG THE EAST LINE OF SECTION

27, A DISTANCE OF 285 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE SOUTH 00 DEGREES 46'22" WEST ALONG THE EAST LINE OF SECTION 27 A DISTANCE OF 227.88 FEET TO A POINT; THENCE FOR A SECOND COURSE RUN NORTH 89 DEGREES 30'51" WEST PARALLEL TO THE NORTH LINE OF SECTION 27 A DISTANCE OF 191.87 FEET MORE OR LESS TO THE EASTERLY RIGHT OF WAY OF SAID ROAD (COURTENY PARKWAY) OR STATE ROAD 3; THENCE FOR A THIRD COURSE RUN NORTH 01 DEGREES 04'40" WEST ALONG THE EASTERLY RIGHT OF WAY OF SAID ROAD, A DISTANCE OF 227.88 FEET; THENCE FOR A FOURTH COURSE RUN SOUTH 89 DEGREES 30'51" EAST, A DISTANCE OF 199.29 FEET TO THE POINT OF BEGINNING.

BDP PRECLUDED USES NORMALLY PERMITTED UNDER BU-2:

From Sec. 62-1483 (1) b.:

Aquariums
Auditoriums
Automobile hire
Automobile repairs (as defined in Section 62-1102)
Automobile washing
Billiard rooms and electronic arcades
Bottling beverages
Bowling alleys
Cafeterias
Child or adult day care centers
Colleges and universities
Commercial schools offering instruction in dramatic, musical or other cultural activity, including martial arts
Conservatories
Convenience stores, with or without gasoline sales
Dancing halls and academies
Dry cleaning and laundry pickup stations
Dry cleaning plants
Dyeing and carpet cleaning
Fertilizer stores
Foster homes
Fraternities and sororities
Funeral homes and mortuaries
Furriers
Group homes, levels I and II
Hospitals
Ice plants
Kindergartens
Laundries
Nursing homes
Paint and body shops
Parking lots (commercial)
Pawn shops
Pet kennels
Pet shops
Resort dwellings

BDP PRECLUDED USES NORMALLY PERMITTED UNDER BU-2 (continued):

From Sec. 62-1483 (1) b. (continued):

Sale of alcoholic beverages, package only
Seafood processing plants (would not be allowed anyway due to contiguous residential property to the east)
Sharpening and grinding shops
Television and broadcasting stations
Theaters
Tobacco stores
Welding repairs

From Sec. 62-1483 (1) c.:

Assisted living facility
Automobile and motorcycle repair (major) and paint and body work
Automobile tires and mufflers (new) (sales and service)
~~Boat sales and service~~
Cemetaries and mausoleums
Commercial entertainment and amusement enterprises
Crematoriums
Engine sales and service
Farm machinery sales and services
Garage or mechanical service
Gasoline service stations
Manufacturing, compounding, processing, packaging, storage, treatment or assembly of certain products
Motorcycle sales and service
Railroad, motor truck and water freight and passenger stations
Recovered materials processing facility
Service station for automotive vehicles and U-haul service
Substations, and transmission facilities
Tourist efficiencies and hotels and motels
Treatment and recovery facility