

Meeting Date
March 17, 2015



AGENDA	
Section	CONSENT
Item No.	II.A.3

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Binding Development Plan, Re: Space Coast Credit Union and San Marco Center, LLC 8025, 8045, and 8145 N. Wickham Rd. (District 4)
DEPT/OFFICE:	Planning & Development Department
Requested Action:	

It is requested that the Board approve, and the Chairman sign, the subject Binding Development Plan.

Summary Explanation & Background:
 A Binding Development Plan (BDP) is a voluntary agreement by a property owner to self-impose limits upon development of a property in support of a change of zoning or conditional use permit. Pursuant to Section 62-1157, a BDP shall be recorded in the public records within 120 days of approval of the zoning application by the Board. Following staff and legal review, a BDP is routinely presented to the Board in recordable form as a Consent agenda item in order to finalize the zoning action.

On December 4, 2014, the Board approved a change of classification from BU-1 (General Retail Commercial) to PUD (Planned Unit Development) with removal of existing BDP's on the subject property located on the southwest corner of N. Wickham Rd. and Baytree Dr. The attached replacement BDP provides for the following:

- Developer/Owner, shall be responsible for the installation and maintenance of a solid landscape buffer along the southerly boundary of the Project property. The Baytree Community Development District (CDD) will be furnished with a copy of the landscape plan 15 days prior to the Developer making formal submittal of the plan to the County for approval.
- Said landscape buffer shall be installed by Developer on or before 6 months from the date of issuance of the initial building permit for the Project.
- Developer agrees to pay up to \$30,000 to the CDD for buffering including, but not limited to, landscape material, irrigation improvements, and design costs that the CDD plants on its property bordering the southerly boundary line of the Project property or for landscaping improvements to the Baytree Drive right-of-way north of the CDD security gate facilities. The CDD shall submit invoices or other reasonable documentation in support of any request for reimbursement and the Developer shall reimburse the CDD within 30 days of receipt said documentation.
- Exhibit C depicts, among other things, the Traffic Improvements (TI) that the Developer shall make on Baytree Dr., including upgrades to the signalization at the intersection of Baytree Dr. and N. Wickham Rd. and the addition of turn lanes to the northbound portion of Baytree Dr., just south of Wickham Rd. Exhibit 'C' also depicts the monument sign on Baytree Dr. remaining, and Developer agrees not to remove the monument sign. The County, pursuant to the terms of the right-of-way Maintenance Bond Agreement to be entered into in connection with the TI permitting, shall take over, and be responsible for the maintenance of the Baytree Dr. road and paving. The Developer, at its cost, shall repair or replace adversely affected landscape and hardscape materials, irrigation or electrical systems, or lighting fixtures with those of equal or better quality as the result of the TI. With respect to any landscape material designated for removal as a result of the TI, Developer shall provide CDD with at least 10 days advance written notice prior to removal to give CDD the opportunity to remove such landscape material, and use same elsewhere within the CDD.
- Developer shall provide the CDD with a copy of TI plans for Baytree Dr. only prior to Developer formally submitting it to the County for approval

The provisions in this BDP have been reviewed by the Baytree CDD and the County's Public Works Department. Both the CDD and the Public Works Department agree to the provisions affecting their respective interests.

Clerk to the Board instruction: After recordation, forward two certified copies to the Planning and Development Department

Exhibits Attached: Binding Development Plan, with exhibits, and check for recording

Contract /Agreement (If attached):		Reviewed by County Attorney	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager	Assistant County Manager							
Stockton Whitten	Mel Scott, AICP							Department Director / Extension Robin M. Sobrino, AICP, Director Planning & Development Dept. Ext. 52069 <i>Robin M Sobrino</i>



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

March 20, 2014

MEMORANDUM

TO: Jennifer Jones, Zoning

RE: Item II.A.3., Binding Development Plan Agreement Space Coast Credit Union and San Marco Center, LLC

The Board of County Commissioners, in regular session on March 17, 2015, executed Binding Development Plan Agreement with Space Coast Credit Union and San Marco Center, LLC, for Part of the Northeast ¼ of the Northeast ¼ of Section 15, Township 26 South, Range 36 East, Brevard County, Florida. Said Agreement was recorded in ORBK 7326 PGs 1611 through 1620. Enclosed for your necessary action are two certified copies of the recorded document.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/jl

Encl. (2)

RESOLUTION NO. 14PZ-00096

On motion by Commissioner Smith, seconded by Commissioner Barfield, the following resolution was adopted by a unanimous vote:

WHEREAS, SPACE COAST CREDIT UNION AND SAN MARCO CENTER, LLC has requested a change of classification from BU-1 (General Retail Commercial) to PUD (Planned Unit Development), and removal of existing BDP's on property described as: SEE ATTACHED

Section 15

Township 26 S,

Range 36 E, and,

WHEREAS, a public hearing of the Brevard County Planning & Zoning Board was advertised and held, as required by law, and after hearing all interested parties and considering the adjacent areas, the Brevard County Planning & Zoning Board recommended that the application be approved; and,

WHEREAS, the Board, after considering said application and the Brevard County Planning & Zoning Board's recommendation, and hearing all interested parties, and after due and proper consideration having been given to the matter, find that the application should be Approved with a Binding Development Plan, allowing the Baytree Subdivision monument to remain in place in a manner County staff can approve, additional landscape buffering on each side of the property line between the subject property and the Baytree Subdivision, and Traffic Improvements on Baytree Drive; now therefore,

BE IT RESOLVED by the Board of County Commissioners of Brevard County, Florida, that the requested change of classification from BU-1 (General Retail Commercial) to PUD (Planned Unit Development), and removal of existing BDP's, be APPROVED with a Binding Development Plan, recorded in ORB 7326, Pages 1611 through 1620, dated 03/20/15, allowing the Baytree Subdivision monument to remain in place in a manner County staff can approve, additional landscape buffering on each side of the property line between the subject property and the Baytree Subdivision, and Traffic Improvements on Baytree Drive, and that the zoning classification relating to the above described property be changed, and the Planning & Zoning Director, or designee, is hereby directed to make this change on the official zoning maps of Brevard County, Florida.

BE IT FURTHER RESOLVED that this resolution shall become effective as of March 20, 2015.

BOARD OF COUNTY COMMISSIONERS
Brevard County, Florida

by Robin Fisher, Chairman
Brevard County Commission
As approved by Brevard County Commission on March 20, 2015.

ATTEST:



SCOTT ELLIS, CLERK
(SEAL)

(P&Z Hearing – November 24, 2014)
(BCC Zoning Hearing – December 4, 2014)

Please note: A Conditional Use Permit will generally expire on the three year anniversary of its approval if the use is not established prior to that date. Conditional Use Permits for Towers and Antennas shall expire if a site plan for the tower is not submitted within one (1) year of approval or if construction does not commence within two years of approval. A PUD Preliminary Development Plan expires if a final development plan is not filed within three years.
THE GRANTING OF THIS ZONING DOES NOT GUARANTEE PHYSICAL DEVELOPMENT OF THE PROPERTY. AT THE TIME OF DEVELOPMENT, SAID DEVELOPMENT MUST BE IN ACCORDANCE WITH THE CRITERIA OF THE BREVARD COUNTY COMPREHENSIVE PLAN AND OTHER APPLICABLE LAWS AND ORDINANCES.

14PZ-00096 Legal Description:

part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of **Section 15, Township 26 South, Range 36 East**, Brevard County, Florida, being more particularly described as follows: From the NE corner of said Section 15, run S1deg01'30"E, along the east line of said Section 15, a distance of 50.04 ft.; thence run S86deg42'00"W, a distance of 50.04 ft. to a point on the south right-of-way line of Wickham Rd., said point being the point of beginning of the following described parcel; thence S1deg01'30"E, parallel with said east line of Section 15, a distance of 792.63 ft.; thence S86deg42'00"W, parallel with the north line of said Section 15, a distance of 930.00 ft.; thence N1deg01'30"W, a distance of 467.63 ft.; thence S86deg42'00"W, a distance of 180.14 ft.; thence N01deg01'30"W, a distance of 325.00 ft. to the south right-of-way line of Wickham Rd. as established by deed recorded in ORB 407, Page 15, of the Public Records of Brevard County, Florida; thence N86deg42'00"E, along said south right-of-way line, a distance of 1,110.14 ft. to the point of beginning. (18.25 +/- acres) Located on the southwest corner of N. Wickham Rd. and Baytree Dr. (8025 N. Wickham Rd.; 8045 N. Wickham Rd.; and 8145 (Bldg. A) N. Wickham Rd., Viera)

Prepared by: **Philip F. Nohrr**
Address: **Gray|Robinson, P.A.**
1795 W. Nasa Blvd.
Melbourne, FL 32901

BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this 17th day of March, 2015, between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and SPACE COAST CREDIT UNION, a State chartered credit union duly organized and existing under the laws of Florida (hereinafter referred to as "Developer/Owner"), and BAYTREE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as "CDD").

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 PUD zoning classification(s) and desires to develop the Property as office buildings, pursuant to the Brevard County Code, Section 62-1157; and

WHEREAS, as part of its plan for development of the Property ("Project"), 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. 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 set forth in paragraphs 2 and 3 below. It is the intent of the parties that the Developer/Owner, its grantees, successors or assigns in interest shall be responsible for the installation and maintenance of the landscape buffer described in paragraph 2, and that the Baytree Community Development District (CDD) shall be responsible for the maintenance of any landscape buffering planted per paragraph 3 below.

2. Developer/Owner shall provide and maintain a landscape buffer on the South portion of its Property starting fifty (50') feet west of its Southern Property corner with Baytree Drive and continuing West until approximately fifty (50') feet past the stormwater treatment pond where the Property turns North. This landscape buffer shall be installed by Developer on or before six (6) months from the date of issuance of the initial building permit for the Project. The buffer shall be a solid Landscape Buffer, and shall screen Buildings B through D shown on Exhibit "B" from the property to the South. Developer shall be responsible for the continuing maintenance of the Landscape Buffer. Developer shall provide the CDD with a copy of its landscape plans for the Landscape Buffer fifteen business (15) days prior to Developer formally submitting it to the appropriate governmental entity for approval.

3. Developer agrees to pay up to the sum of thirty (\$30,000.00) thousand dollars to the CDD for any buffering including, but not limited to landscape material, irrigation improvements, and design costs that the CDD plants on its land bordering the

land described in paragraph 2 above or for landscaping improvements to the Baytree Drive right-of-way north of the CDD security gate facilities.. Developer/Owner shall have no obligation to maintain any buffering or landscaping installed by CDD on CDD's property. The CDD, shall on or before one (1) year from the date the solid Landscape Buffer referenced in Paragraph 2 is completed, submit invoices or other reasonable documentation for the landscape buffering or other improvements installed as set forth in this paragraph 3 in support of any request for reimbursement up to thirty (\$30,000.00) thousand dollars, and Developer shall reimburse the CDD within thirty (30) days of receipt of the payment documentation.

4. A. Exhibit "C" depicts, among other things, the Traffic Improvements (TI) that the Developer shall make on Baytree Drive, including upgrades to the signalization at the intersection of Baytree Drive and Wickham Road and the addition of turn lanes to the Northbound portion of Baytree Drive just South of Wickham Road. Exhibit "C" also depicts the monument sign on Baytree Drive remaining, and Developer agrees not to remove the monument sign. County, pursuant to the terms of its Right-of-way Maintenance Bond Agreement to be entered into in connection with the TI permitting, shall take over, and be responsible for the maintenance of the Baytree Drive road and paving. At its cost and expense, Developer shall repair or replace with items or systems of equal or better quality where practical any landscape or hardscape materials, or irrigation, electrical or lighting fixtures damaged or adversely impacted as the result of the TI. With respect to any landscape material designated for removal as a result of the TI, Developer shall provide CDD with at least ten (10) days advance written notice prior

PFM

to removal to give CDD the opportunity to remove such landscape material, and use the same elsewhere within the CDD.

(B) Developer shall provide the CDD with a copy of TI plans for Baytree Drive only prior to Developer formally submitting it to the County for approval.

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 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.

6. Developer/Owner, upon execution of this Agreement, shall pay to the County the cost of recording this Agreement in the Public Records of Brevard County, Florida, and a copy of said recorded instrument shall be sent by Developer to CDD upon recording.

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 be binding upon any person, firm or corporation who may become the successor in interest directly or indirectly to the subject Property, and be subject to the above referenced conditions as approved by the Board of County Commissioners on December 4, 2014 as modified herein.

8. Violation of this Agreement will also constitute a violation of the Zoning Classification and this Agreement may be enforced by Section 1.7 and 62-5, 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 must be satisfied before Developer/Owner may implement the approved use(s), unless stated otherwise. The failure to timely comply with any mandatory condition is a violation of this Agreement, constitutes a violation of the Zoning Classification and is subject to enforcement action as described in Paragraph 8 above.

10. Any notices or communications to the CDD as required by this Agreement shall be sent to District Manager, c/o Government Management Services, 135 W. Central Boulevard, Suite 320, Orlando, Florida 32801.

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

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]



ATTEST

Scott Ellis

Scott Ellis, Clerk
(SEAL)

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

[Signature]

Print Name: Robin Fisher
Print Title: Chairman
As approved by the Board on 3-17-15

WITNESSES:

DEVELOPER/OWNER
SPACE COAST CREDIT UNION

[Signature]

GARY PRAGER

(Witness Name typed or printed)

[Signature]

Print Name: TIMOTHY U. ANTONIATION
Print Title: COO
Address: 8045 N WICKHAM RD
MELBOURNE, FL 32940

[Signature]

Jan Boulay

(Witness Name typed or printed)

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 19 day of
February, 2015 by Tim Antonation,
COO of SPACE COAST CREDIT UNION, who is personally
 known to me or who has produced
_____ as identification.

My commission expires
SEAL

Commission No. **JILLION FRECKLETON-MCINTOSH**
Commission # FF 036468
Expires September 21, 2017
Bonded Thru Troy Fair Insurance 800-385-7018

[Signature]
Notary Public
Jillion Freckleton-McIntosh
(Name, typed, printed or stamped)

WITNESSES:

Jeanne Moeller
Jeanne Moeller
(Witness Name typed or printed)

Philip F. Kohr
Philip F. Kohr
(Witness Name typed or printed)

BAYTREE COMMUNITY DEVELOPMENT DISTRICT

Maria Hernandez
Print Name: Maria Hernandez
Print Title: Chairperson of Board of Supervisors

Address: _____

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 19 day of February, 2015 by Maria Hernandez, Chairperson of Board of Supervisors of BAYTREE COMMUNITY DEVELOPMENT DISTRICT, who is personally known to me or who has produced her driver's license as identification.

My commission expires
SEAL
Commission No.

Jeanne M. Moeller
Notary Public
JEANNE M. MOELLER
(Name, typed, printed or stamped)

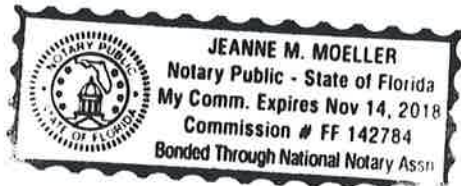
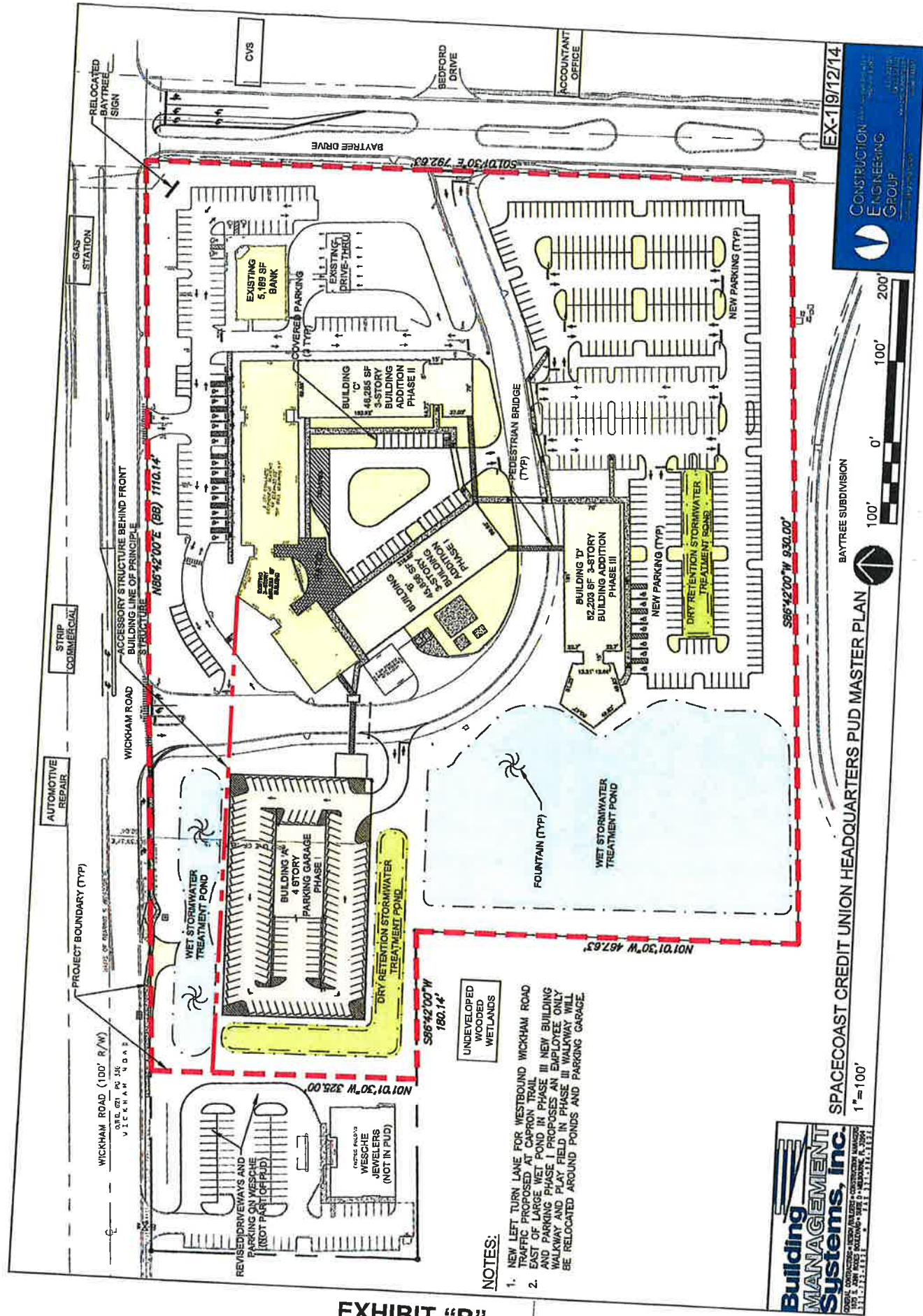


EXHIBIT "A"

PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; FROM THE NORTHEAST CORNER OF SAID SEC. 15, T. 26 S., R. 36 E., BREVARD COUNTY, FLORIDA, RUN S 1°01'30" E ALONG THE EAST LINE OF SAID SEC. 15 A DIST. OF 50.04 FT.; THENCE S 86° 42'00" W A DIST. OF 50.04- FT. TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WICKHAM ROAD, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S 1°01'30" E PARALLEL WITH SAID EAST LINE OF SEC. 15 A DIST. OF 792.63 FT.; THENCE S 86° 42'00" W PARALLEL WITH THE NORTH LINE OF SEC. 15 A DIST. OF 930.00 FT.; THENCE N 1°01'30" W. A DIST. OF 792.63 FT. TO THE SOUTH R/W LINE OF WICKHAM ROAD. AS ESTABLISHED BY DEED RECORDED ON O.R.B. 407, PG.15, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N 86°42'00" E. ALONG SAID SOUTH R/W LINE A DIST. OF 930.00 FT. TO THE P.O.B.

EXHIBIT "B"



NOTES:

1. NEW LEFT TURN LANE FOR WESTBOUND WICKHAM ROAD TRAFFIC PROPOSED AT CAPRON TRAIL EAST OF LARGE WET POND IN PHASE III. NEW BUILDING AND PLAY FIELD IN PHASE I PROPOSES AN EMPLOYEE ONLY WALKWAY AND PLAY FIELD IN PHASE III WALKWAY WILL BE RELOCATED AROUND PONDS AND PARKING GARAGE.
- 2.

Building Management Systems, Inc.
 CONSULTING ENGINEERS
 1115 S. ANDERSON AVENUE, SUITE 100
 TAMPA, FL 33610
 TEL: 813-971-1111

SPACECOAST CREDIT UNION HEADQUARTERS PUD MASTER PLAN
 1" = 100'



EX-19/12/14
 CONSTRUCTION ENGINEERING GROUP
 1115 S. ANDERSON AVENUE, SUITE 100
 TAMPA, FL 33610
 TEL: 813-971-1111

BrevardClerk.US
 Scott Ellis, Clerk of Court
 700 South Park Avenue, Bldg. B
 P.O. Box 2767
 Titusville, FL 32781-2767
 (321) 637-2006

DBLIVE Transaction
 #: 1485846
 Receipt #: 61457030
 Cashier Date: 3/20/2015
 2:31:35 PM



Print Date:
 3/20/2015 2:31:37 PM

Customer Information	Transaction Information	Payment Summary
(916) GRAY & ROBINSON PA P O BOX 3068 ORLANDO, FL 32802	Date Received: 03/20/2015 Source Code: Titusville - Six Story Q Code: Titusville - Six Story Return Code: Hand Carried Trans Type: Recording Agent Ref Num:	Total Fees \$86.50 Total Payments \$86.50

3 Payments	
CHECK 407189	\$8.50
CHECK 404902	\$8.50
CHECK 400998	\$69.50

1 Recorded Items		
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Recording @ 1st=\$10 Add'l=\$8.50 ea.	10	\$86.50
Indexing @ 1st 4 Names Free, Add'l=\$1 ea.	3	\$0.00

0 Search Items	

1 Miscellaneous Items	
(AGTR) AGENT TRANSMITTAL	