



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.1.

4/23/2024

Subject:

Acceptance, Re: Binding Development Plan with Florida Dealer Center, LLC (23Z00081) (District 1)

Fiscal Impact:

None

Dept/Office:

Planning and Development

Requested Action:

In accordance with Section 62-1157, it is requested that the Board of County Commissioners accept, and authorize the Chair to execute, the Binding Development Plan for zoning application 23Z00081.

Summary Explanation and Background:

A Binding Development Plan (BDP) is a voluntary agreement presented by the 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 the Board's approval of the zoning request. The Board's approval of the zoning action is not effective until the BDP is recorded. Following staff and legal review, the BDP is presented to the Board in recordable form as a Consent Agenda item in order to finalize the zoning action.

On February 1, 2024, the Board approved a change of zoning classification from BU-1 and BU-2, with an existing BDP, to all BU-2 and removal of existing BDP, and added a new BDP with the following conditions:

- The site shall be developed per any allowable BU-1 use or as a trades retail, wholesale and storage facility and related ancillary services and facilities, as allowed in BU-2 Zoning.
- Any outdoor storage shall be to the rear of any building.

The attached BDP contains these conditions.

Clerk to the Board Instructions:

Upon recordation, please return two certified copies of the Binding Development Plan to Planning and Development.



April 24, 2024

MEMORANDUM

TO: Recording

RE: Item F.1., Acceptance of Binding Development Plan (BDP) with Florida Dealer Center, LLC

The Board of County Commissioners, in regular session on April 23, 2024, executed and accepted the BDP with Florida Dealer Center, LLC Parcel 1: Lot 1, Block 2, of the east one half of the southeast quarter of the northeast quarter of the northeast quarter of Section 35, Township 25 South, Range 35 East (less portion described in Quit Claim Deed 3010, Page 1251) lying in Brevard County, Florida; and Parcel 2: the west half of the southwest quarter of the northeast quarter of the northeast quarter of the northeast quarter of Section 35, Township, 23 South, Range 35 East, lying and being in Brevard County and the east half of the southeast quarter of the northwest quarter of the northeast quarter of the northeast quarter of Section 35, Township 23 South, Range 35 East, lying and being in Brevard County, Florida, including one-half of adjacent roads per ORB 1646, Page 130, less and except that parcel of land recorded in ORB 3823, page 2541, Public Records of Brevard County, Florida. Enclosed are original Binding Development Plan Agreement and Check No. 4373 for \$35.50.

Please record the Agreement in the Public Records and return the recorded instrument to this office.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

Encls. (2)

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

BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this 23rd day of April, 2024 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and Florida Dealer Center, 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 building materials and supply, contractor trades retail, wholesale and 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.

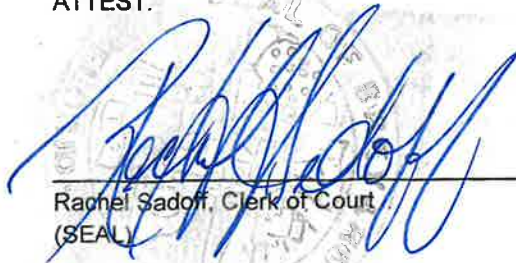
NOW, THEREFORE, the parties agree as follows:

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.

3. The site shall be developed per any allowable BU-1 use or as a trades retail, wholesale and storage facility and related ancillary services and facilities, as allowed in BU-2 zoning.
4. Any outdoor storage shall be to the rear of any building.
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 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 April 23, 24. 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 provisions shall continue in full force and effect without being impaired or invalidated in any way.

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



Jason Steele, Chair

As approved by the Board on

APR 23 2024

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

WITNESSES:

FLORIDA DEALER CENTER, LLC
as DEVELOPER/OWNER



Carol Grove

(Witness Name typed or printed)

7088 Red Bay Ct. Melbourne 32940



4282 Abramsa Cr. W Melbourne, FL 32904

(Address)



Tamy Costa

(Witness Name typed or printed)

512 Dillard Dr SE Palm Bay 32909



(President)

James Boozer

(Name typed, printed or stamped)

STATE OF Florida §

COUNTY OF Brevard §

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or
online notarization, this 5th day of February, 20 24 by

James Boozer, President of _____, who is

personally known to me or who has produced _____ as identification.



Notary Public

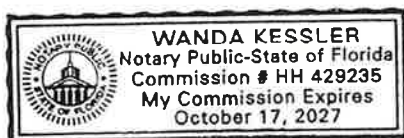
(Name typed, printed or stamped)

My commission expires

SEAL

Commission No.:

Exhibit "A"



LEGAL DESCRIPTION

**(AS TAKEN FROM FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT AGENTS FILE
NUMBER: EG8099)**

PARCEL 1:

LOT 1, BLOCK 2, OF THE EAST ONE HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER
OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 25 SOUTH,
RANGE 35 EAST (LESS PORTION DESCRIBED IN QUIT CLAIM DEED 3010, PAGE 1251) LYING IN BREVARD
COUNTY FLORIDA.

PARCEL 2:

THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST
QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 35 EAST, LYING
AND BEING IN BREVARD COUNTY, FLORIDA

AND

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST
QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 23 SHOUTH, RANGE 35 EST, LYING
AND BIENG IN BREVARD COUNTY, FLORIDA. INCLUDING ONE-HALF OF ADJACENT ROADS PER O.R.
BOOK 1646, PAGE 130, LESS AND EXCEPT THAT PARCEL OF LAND RECORDED IN O.R. BOOK 3823, PAGE
2541, PUBLI RECORDS OF BREVARD COUNTY, FLORIDA.

STATE OF FLORIDA
COUNTY OF BREVARD

James Boozer as President
of Florida Dealer Center LLC

after being duly sworn, deposes and says:

The undersigned is the owner of the real property described as follows:

(Insert legal description of property here)

Brevard Parcel 23-35-35-01-2-2
And 23-35-35-01-2-1

There are no mortgages on the above described property

Dated this 5th day of February, 2024

James Boozer
Signature

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was sworn to before me this 5th day of February, 2024, by
James Boozer, who is personally known to me or who has
produced _____ as identification, and who did take an oath.



Notary Public:

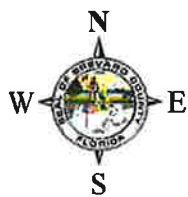
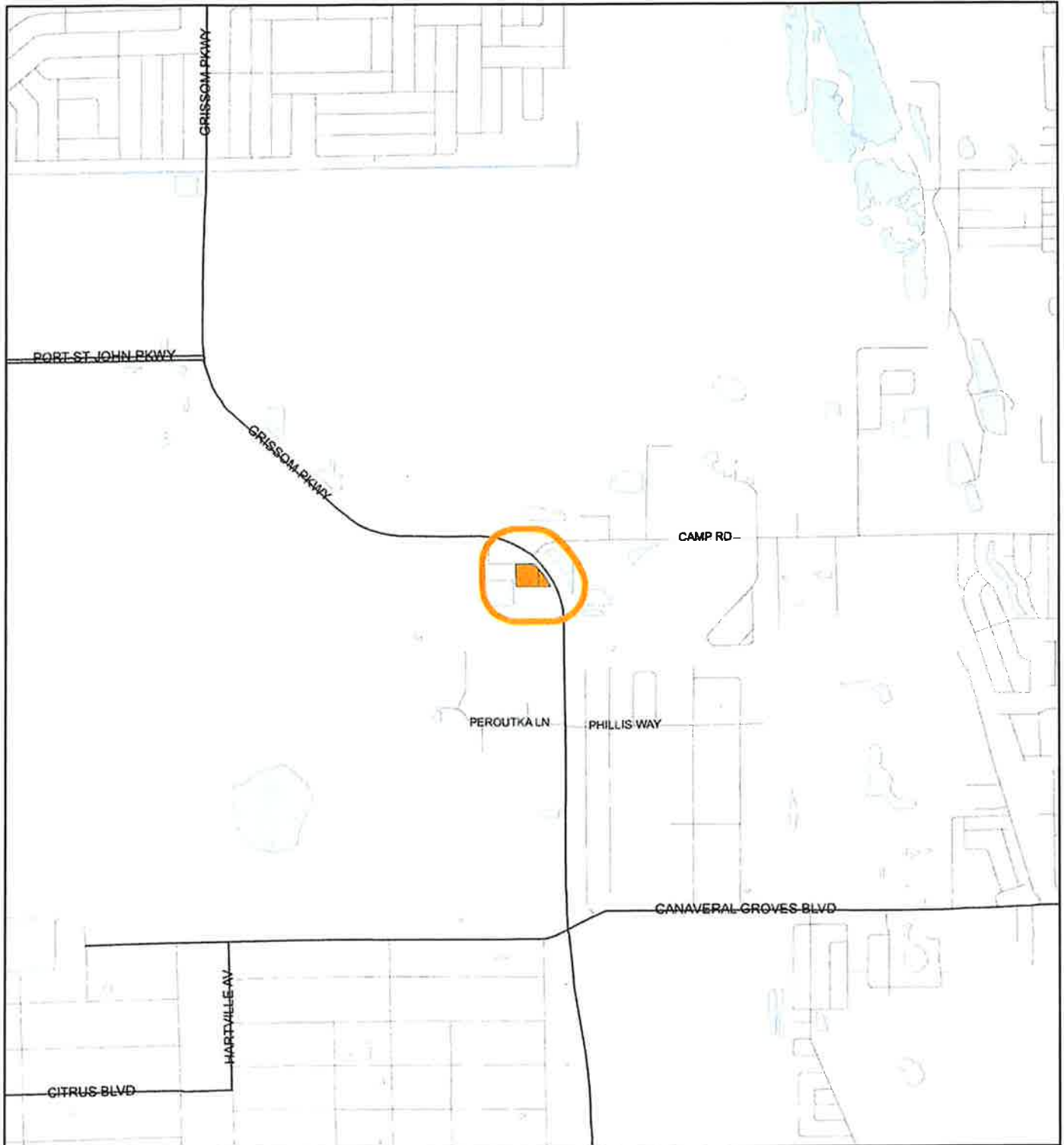
Wanda Kessler
State of Florida at Large
My Commission Expires:

(SEAL)

LOCATION MAP

FLORIDA DEALER CENTER LLC

23Z00081



1:24,000 or 1 inch = 2,000 feet

Buffer Distance: 500 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

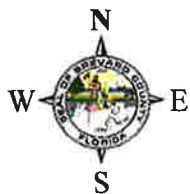
Produced by BoCC - GIS Date: 11/8/2023

— Buffer
■ Subject Property

ZONING MAP

FLORIDA DEALER CENTER LLC

23Z00081



1:4,800 or 1 inch = 400 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 11/8/2023

- Subject Property
- Parcels
- Zoning

PLANNING AND ZONING BOARD RECOMMENDATIONS

- Item G.1. **3955 Kings Hwy, LLC.** Pritchett/Feltner. Adopted Ordinance No. 24-02, setting forth the fourteenth Small Scale Comprehensive Plan Amendment (23S.11) to change the Future Land Use designation from RES 8 and CC to all CC. (23SS00011)
- Item G.2. **3955 Kings Hwy, LLC.** Pritchett/Tobia. Approved the request for a change of zoning classification from AU and BU-2 to all BU-2. (23Z00049)
- Item G.3. **Anabeth Nazario.** Pritchett/Tobia. Approved the request for a change of zoning classification from RU-1-9 to RU-1-11. (23Z00079)
- Item G.4. **Florida Dealer Center, LLC.** Pritchett/Tobia. Approved the request for a change of zoning classification from BU-1 and BU-2, with an existing BDP, to all BU-2 and removal of the existing BDP, subject to a new BDP with the following conditions: site to be developed per any allowable BU-1 use or as trades retail, wholesale and storage facility, and related ancillary services and facilities, as allowed in BU-2 zoning; and any outdoor storage shall be to the rear of the building. (23Z00081)
- Item G.5. **Quality RV Florida, LLC.** Feltner/Pritchett. Continued the request for a Small Scale Comprehensive Plan Amendment to change the Future Land Use designation from RES 6 to CC, to the March 7, 2024, Zoning meeting. (23SS00024)
- Item G.6. **Quality RV Florida, LLC.** Feltner/Pritchett. Continued the request for a change of zoning classification from RU-1-7 and TR-1 to all BU-1, to the March 7, 2024, Zoning meeting. (23Z00083)
- Item G.7. **Travis and Rebecca Pless.** Pritchett/Tobia. Adopted Ordinance No. 24-03, setting forth the fifteenth Small Scale Comprehensive Plan Amendment (23S.23) to change the Future Land Use designation from AGRIC to RES 1. (23SS00023)
- Item G.8. **Travis and Rebecca Pless.** Pritchett/Tobia. Approved the request for a change of zoning classification from GU to RRMH-1. (23Z00080)
- Item G.9. **John L. Hearton.** Feltner/Pritchett. Approved the request for a change of zoning classification from EU to SEU. (23Z00077)
- Item G.10. **Christopher H. Griffin.** Pritchett/Tobia. Approved the request for a change of zoning classification from RU-1-9 to RU-1-11. (23Z00084)
- Item G.11. **Virginia Anne Nelsen.** Pritchett/Tobia. Approved the request for a change of zoning classification from GU to RR-1. (23Z00082)

RACHEL M. SADOFF
CLERK OF THE CIRCUIT COURT & COMPTROLLER
BREVARD COUNTY, FLORIDA



POST OFFICE BOX 2767
TITUSVILLE, FLORIDA 32781-2767
(321) 637-2006
WWW.BREVARDCLERK.US

Transaction #: **3632365**
Receipt #: **63422938**
Cashier Date: **04/25/2024 10:41:09 AM**
Cashier Branch: **Titusville - Six Story**

Print Date:
04/25/2024 10:41:14 AM

CUSTOMER INFORMATION	TRANSACTION INFORMATION		PAYMENT SUMMARY	
MBV ENGINEERING INC 1835 20TH ST VERO BEACH, FL 32960	Date Received:	04/25/2024	Total Fees	\$35.50
	Source Code:	Titusville - Six Story	Total Payments	\$35.50
	Return Code:	Mail (U.S. Postal Service)	Balance Due:	\$0.00
	Trans Type:	Recording		

1 Payments

CHECK #4373	\$35.50
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1 Recorded Items

AGREEMENT	BK/PG: 10047/192 CFN: 2024083950 Date: 04/25/2024 10:41:08 AM
From: Tax	
Recording @ 1st=\$10 Add'l=\$8.50 ea.	4 \$35.50

1 Miscellaneous Items

AGENT TRANSMITTAL