Agenda Report

2725 Judge Fran Jamieson Way Viera, FL 32940



Consent

F.4.

1/24/2023

Subject:

Acceptance, Re: Binding Development Plan with Protea Senior Living Melbourne, LLC (District 4)

Fiscal Impact:

None

Dept/Office:

Planning & Development

Requested Action:

In accordance with Section 62-1157, it is requested that the Board of County Commissioners accept, and authorize the Chair to sign, the Binding Development Plan.

Summary Explanation and Background:

A BDP (Binding Development Plan) 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. 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 December 1, 2022, the Board approved a change of zoning classification from RU-1-9 (Single-Family Residential), RU-1-13 (Single-Family Residential), and IN(H) (Institutional Use, High-Intensity) to IN(L) (Institutional Use, Low-Intensity), with a BDP containing the following conditions:

- Developer/Owner shall provide a 15-foot buffer on the entire portion of the Property.
- The Developer/Owner shall limit density to 28 units per acre and may be further restricted by any changes to the Comprehensive Plan or the Land Development Regulations.
- The Developer/Owner shall limit ingress and egress to Old Dixie Highway.

The attached agreement includes these provisions.

Clerk to the Board Instructions:

Upon recordation, please return two certified copies of the BDP to Planning & Development.



FLORIDA'S SPACE COAST

Kimberly Powell, Clerk to the Board, 400 South Street P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001 Fax: (321) 264-6972 Kimberly:Powell@brevardclerk.us



January 25, 2023

MEMORANDUM

TO:

Jennifer Jones, Zoning

RE:

Item F.4., Binding Development Plan with Protea Senior Living Melbourne, LLC

The Board of County Commissioners, in regular session on January 24, 2023, accepted and executed Binding Development Plan with Protea Senior Living Melbourne, LLC, for property beginning at a point on the Westerly right-of-way line of U.S. Highway #1, said point being 187.5 feet East of and 875.07 feet North of the Southeast corner of the NE ½ of the SW 14 of Section 19, Township 26 South, Range 37 East, in Brevard County. Enclosed for your necessary action are two certified copies of the recorded documents.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

RACHEL M. SADOFF, CLERK

Kimberly Powell, Clerk to the Board

/dt

Encls. (2)

Resolution 22Z00047

On motion by Commissioner Zonka, seconded by Commissioner Tobia, the following resolution was adopted by a unanimous vote:

WHEREAS, Protea Senior Living Melbourne, LLC has requested a change of zoning classification from RU-1-9 (Single-Family Residential), RU-1-13 (Single-Family Residential), and IN(H) (Institutional Use, High-Intensity), with an existing BDP (Binding Development Plan), to IN(L) (Institutional Use, Low-Intensity), with removal of existing BDP, and adding a new BDP, on property described as Lots 12.05, 13, 13.05, and 14.01, as recorded in ORB 9544, Pages 1679 - 1682, of the Public Records of Brevard County, Florida. Section 19, Township 26, Range 37. (6.35 +/- acres) Located on the east side of Old Dixie Highway, approx. 90 ft. south of Otter Creek Lane, Melbourne; and

WHEREAS, a public hearing of the Brevard County Planning and 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 and Zoning Board recommended that the application be approved with a BDP providing a 15-ft. buffer on the entire portion of the property, limiting density to 28 units per acre, and limiting ingress and egress to Old Dixie Hwy; and

WHEREAS, the Board, after considering said application and Brevard County Planning and 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 BDP providing a 15-ft. buffer on the entire portion of the property, limiting density to 28 units per acre, and limiting ingress and egress to Old Dixie Hwy; now therefore,

BE IT RESOLVED by the Board of County Commissioners of Brevard County, Florida, that the requested change of zoning classification from RU-1-9, RU-1-13, and IN(H), with an existing BDP, to IN(L), with removal of existing BDP, and adding a new BDP, be approved with a BDP, recorded on 01/25/23, in ORB 9703, Pages 2670 - 2676, providing a 15-ft. buffer on the entire portion of the property, limiting density to 28 units per acre, and limiting ingress and egress to Old Dixie Hwy. The Planning and Development 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 January 25, 2023.

BOARD OF COUNTY COMMISSIONERS

Brevard County, Florida

Rita Pritchett, Chair Brevard County Commission

As approved by the Board on January 24, 2023.

ATTEST:

RACHEL SADOFF, CLEF

(SEAL)

Planning and Zoning Board Hearing – November 14, 2022 Board of County Commissioners Hearing - December 1, 2022

Please note: A CUP (Conditional Use Permit) will generally expire on the three-year anniversary of its approval if the use is not established prior to that date. CUPs for Towers and Antennas shall expire if a site plan for the tower is not submitted within one year of approval or if construction does not commence within two years of approval. A Planned Unit Development 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.

Clerk of Courts, Brevard County # Pgs:7

Prepared by: Address:

Dalton Wainwright of Allen Engineering, Inc.

106 Dixie Lane, Cocoa Beach, FL 32931

BINDING DEVELOPMENT PLAN

	THIS AGREEMENT, entered into this 24 day of January, 2023 between the
BOAI	RD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of
the S	State of Florida (hereinafter referred to as "County") and
	Protea Senior Living Melbourne LLC, a Foreign Limited Liability Company
(here	einafter referred to as "Developer/Owner").
	RECITALS
	WHEREAS, Developer/Owner owns property (hereinafter referred to as the "Property") in Brevard
Coun	ity, Florida, as more particularly described in Exhibit "A" attached hereto and incorporated herein by
this re	eference; and
	WHEREAS, Developer/Owner has requested thezoning classification(s)
and d	desires to develop the Property as
	an Assisted/Independent Living and Memory Care Facility, and pursuant to the Brevard
Coun	ity Code, Section 62-1157; and
	WHEREAS, as part of its plan for development of the Property, Developer/Owner wishes to
mitiga	ate 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. R	Recitals. The above recitals are true and correct and are incorporated into this Agreement by their
	eference.
2. T	he County shall not be required or obligated in any way to construct or maintain or participate in any
W	yay in the construction or maintenance of the improvements. It is the intent of the parties that the

Rev. 11/17/2021

	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.	Developer/Owner shall provide a foot buffer on the portion of the Property.
4.	The Developer/Owner shall limit density to $\frac{28}{2}$ units per acre and may be further restricted by any
	changes to the Comprehensive Plan or the Land Development Regulations.
5.	The Developer/Owner shall limit ingress and egress to Old Dixie Highway
6.	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 Brevard
	County Comprehensive Plan or land development regulations as they may apply to this Property.
7.	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.
8.	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 12/1/22 In the event the subject Property is annexed into a
	municipality and rezoned, this Agreement shall be null and void.
9.	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.
10.	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 9 above.

- 11. 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.
- 12. This Agreement shall supersede and replace the Binding Development Plans entered into between The Board of County Commissioners of Brevard County and Happy Landing Homes, Inc. on December 13, 2005 and December 15, 2009 which Binding Development Plans shall, henceforth, be null and void.

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

Rachel M. Sadolf, Clerk st Court (SEAL)	BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA 2725 Judge Fran Jamieson Way Viera, FL 32940 Rita Pritchett , Chair As approved by the Board on 1/24/2023						
(Please note: You must have two witnesses and a notary for each signature required. The notary may							
serve as one witness.)	PROTEA SENIOR LIVING MELBOURNE LLC						
(Witness Name typed or printed) (Witness Name typed or printed)	Laguna Niguel, CA 92677 (Address) (Manager) Greg Spiro (Name typed, printed or stamped)						
STATE OF <u>California</u> § COUNTY OF <u>San Diego</u> §							
	vledged before me, by means of X physical presence or						
online notarization, this 15 day of _	President of Protes Sensor Louis Who is						
personally known to me or who has produced							

My commission expires Avy 21,2026 SEAL

Commission No.: 2414159

Notary Public

(Name typed, printed or stamped)



EXHIBIT "A"

PARCEL I:

Begin at a point on the Westerly right-of-way line of U.S. Highway #1, said point being 187.5 feet East of and 875.07 feet North of the Southeast corner of the NE 1/4 of the SW 14 of Section 19, Township 26 South, Range 37 East; thence go North 23 degrees 37 minutes 30 seconds West along said Westerly right-of-way line a distance of 294.57 feet to the point of beginning of the property described in this instrument; thence go North 23 degrees 37 minutes 30 seconds West along said right-of-way line a distance of 120.19 feet; thence West a distance of 110 feet; thence South 0 degrees 3 minutes 48 seconds East a distance of 152.27 feet; thence North 75 degrees 50 minutes 30 seconds East a distance of 163.83 feet to the Point of Beginning.

LESS AND EXCEPT that property deeded to the State of Florida for the use and benefit of the State Road Department.

Commence at the Southeast corner of the NE 1/4 of the SW 1/4 of Section 19, Township 26 South, Range 37 East and run the East line of said NE 1/4 of the SW 1/4 Northerly a distance of 826.17 feet to a point which is the point of beginning of the land to be included in this description; thence for a first course of the property to be included in this description run East 242.96 feet more or less to a point on the West line of the right-of-way of U.S. Highway #1 (State Road #5); thence for a second course of the property to be included in this description run North 23 degrees 37 minutes 30 seconds West along the West line of the right-of-way of U.S. Highway #1 (State Road #5) a distance of 349.13 feet to a point; thence for a third course of the property to be included in this description run South 75 degrees 05 minutes 30 seconds West 163.05 feet to a point; thence for a fourth course of the property to be included in this description return to a point of beginning and go West a distance of 416.04 feet to a point in the center of the Old County Road; thence for a fifth course of the property to be included in this description go Northwesterly and down the center of the Old County Road a distance of 367.74 feet to a point 15 feet West of the Northwest corner of lands conveyed to Starl N. Warfield and Amy L. Warfield, his wife, by deed dated October 15, 1962, recorded under Clerk's #323750 in Official Records Book 538, Page 220 of the Public Records of Brevard County, Florida; thence for a sixth course of the property to be included in this description run East 15 feet to the Northwest corner of said land described in Official Records Book 538, Page 220; thence for a seventh course of the property to be included in this description run East 230.18 feet to a point; thence for an eighth course of the property to be included in this description run South 64 degrees 20 minutes 58 seconds East a distance of 109.85 feet to a point; thence for a ninth course of the property to be included in this description run Southeasterly to the Westerly

terminus of the third course of the property to be included in this description, thereby completing the boundary of the lands to be included in this description.

EXCEPT that portion of the above described property taken under authority of eminent domain in that certain condemnation case filed in the Circuit Court of the Eighteenth Judicial Circuit of Florida in and for Brevard County styled State of Florida Department of Transportation and Brevard County vs. Beulah Armstrong, et al., Civil Action No. 47922.

A portion of Lot 14, Indian River Villa (unrecorded Plat) located in Government Lot 3, and the NE 1/4 of the SW 1/4 of Section 19, Township 26 South, Range 37 East, Brevard County, being more particularly described as follows: From the SE corner of the NE 1/4 of the SW 1/4 of said Section 19, run North 00 degrees 20 minutes 40 seconds East, along the East line of said NE 1/4 of SW 1/4, of Section 19, a distance of 676.16 feet to the Point of Beginning of the herein described parcel; thence West a distance of 265.53 feet to the Easterly Right-of-Way line of Service Road (Old Dixie Highway) as shown on Florida State Road Department Right-of-Way Map for State Road 404 (Pineda Causeway) Sec. 7004-2503; thence North 17 degrees 22 minutes West, along said Easterly Right-of-Way line 157.18 feet; thence East 475.60 feet to the Limited Access Right-of-Way line of aforesaid S.R. 404; thence South 07 degrees 12 minutes 20 seconds West 59.37 feet; thence South 31 degrees 47 minutes 39 seconds West 122.20 feet; thence West 74.27 feet to the Point of Beginning.

PARCEL II:

Lot 12.05 Section 19, Township 26, Range 37, part of Lot 3 as described in Deed Book 427, Page 215, except Official Records Book 521, Page 471, known as part of Lot 12, of Indian River Villa, recorded in Deed Book 318, Page 182, except CSWY, right of way, Public Records of Brevard County, Florida. AND Lot 12.09, Section 19, Township 26, Range 37, Part of Government Lot 3, as described in Official Records Book 521, Page 471 known as part of Lot 12 of Indian River Villa, recorded in Deed Book 318, at Page 182, excluding CSWY right of way, Public Records of Brevard County, Florida.

PARCEL III:

A parcel of land in Lot 13 of INDIAN RIVER VILLAS, a subdivision according to plat thereof as recorded in Deed Book 318, Page 182, of the Public Records of BREVARD County, Florida, being more particularly described as follows: Begin at the point of intersection of the North line of said Lot 13 and with the East right-of-way line of State Road 5 (Old Dixie Highway), which is also the West right-of-way line of survey service road; thence run North 89°38'35" East along said North line of Lot 13 a distance of 31.42 feet to the East right-of-way line of the said survey service road, the point of

beginning; thence continue North 89 °38'35" East along said North line of Lot 13 a distance of 230.12 feet; thence South 41 °54'38" West and parallel to the West right-of-way line of Pineda Causeway (S.R. 404) a distance of 104.0 feet; thence North 88 °07'41" West a distance of 137.94 feet to a point of intersection of the East line of the said survey service road (a 30 foot R/W); thence North 17 °40'24" West along said East right-of-way line of survey service road a distance of 75.00 feet to the Point of Beginning.

PARCEL IV:

A parcel of land in Lot 13 of INDIAN RIVER VILLAS, a subdivision according to plat thereof as recorded in Deed Book 318, Page 182, of the Public Records of BREVARD County, Florida, being more particularly described as follows: Begin at the point of intersection of the North line of said Lot 13 and with said East right-of-way line of State Road 5 (Old Dixie Highway), which is also the West right-of-way line of survey service road; thence run North 89 38'35" East along said North line of Lot 13 a distance of 261.54 feet to the point of beginning; thence continue North 89 38 35" East along said North line of Lot 13 a distance of 112.56 feet; thence South 41 °54'38" West along said West right-of-way of Pineda Causeway (S.R. 404) a distance of 265.67 feet to a right-ofway monument of Pineda Causeway (S.R. 404); thence South 14°41'36" West a distance of 3.53 feet; thence South 89 38 35" West along said South line of Lot 13 a distance of 100.72 feet to a point of intersection of said South line of Lot 13 and the East right-of-way of the survey service road (a 30 foot right-of-way); thence North 17°40'24" West along the East right-of-way line of said survey service road a distance of 134.50 feet; thence South 88 °07'41" East a distance of 137.94 feet; thence North 41°54'38" East a distance of 104.00 feet to the Point of Beginning.

AFFIDAVIT OF NO MORTGAGE

I, Gregory Spiro, hereby confirm that:

- 1. I am a member of Protea Capital Partners, LLC which is the managing member and authorized signatory of Protea Senior Living Melbourne, LLC.
- 2. Protea Senior Living Melbourne, LLC is the owner of the real property as more particularly described in **Exhibit "A"** attached hereto (the "Property").
- 3. There are no mortgages on the Property.

Gregory Spiro

Member, Protea Capital Partners, LLC

Obo Protea Senior Living Melbourne, LLC

Prease see attached

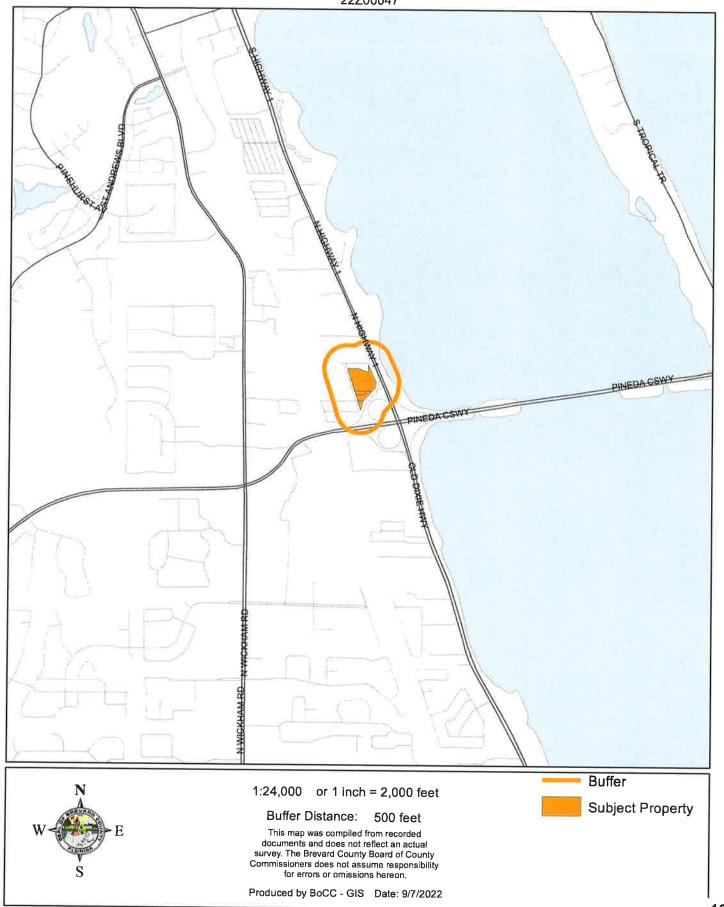
ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

attached, and not the truthfulness, accuracy, or validity of that document.
State of California County of San Degel
On 12/27/22 before me, 29h wells (insert name and title of the officer)
(moore name and title of the officer)
personally appeared Gregory Spirod who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal. IAN FRANCEY WEIS COMM. # 2428284 NOTARY PUBLIC • CALIFORNIA SAN DIEGO COUNTY Commission Expires: NOV 25, 2026
Signature (Seal)

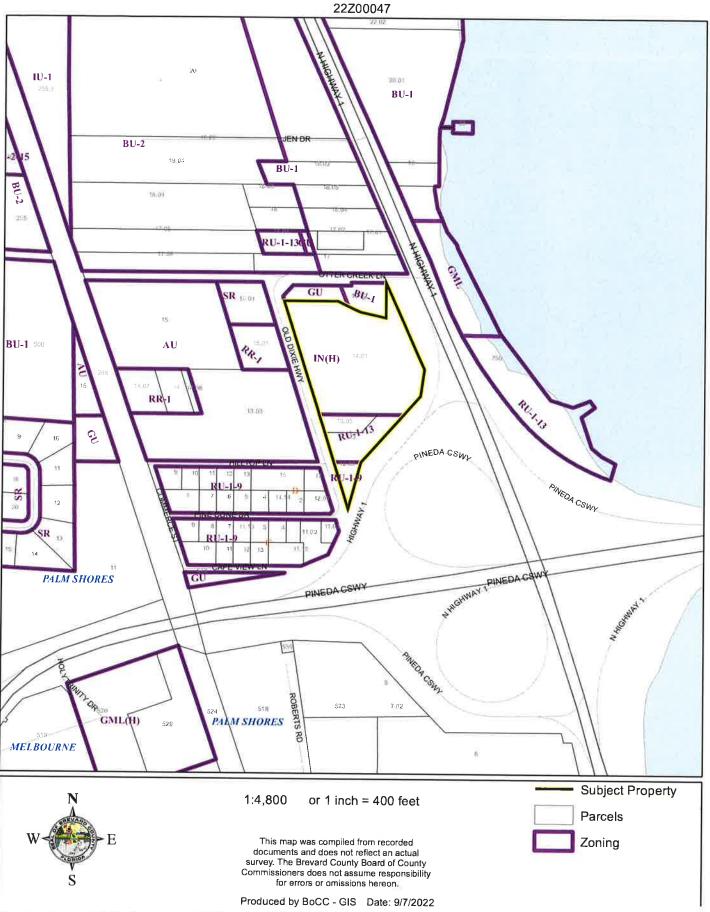
LOCATION MAP

PROTEA SENIOR LIVING MELBOURNE LLC 22Z00047



ZONING MAP

PROTEA SENIOR LIVING MELBOURNE LLC



H. PUBLIC HEARINGS

Planning and Zoning Board / Local Planning Agency Monday, November 14, 2022, at 3:00 p.m.

Brevard County Board of County Commissioners Thursday, December 1, 2022, at 5:00 p.m.

Both at the
Brevard County Government Center
2725 Judge Fran Jamieson Way, Building C, First Floor, Viera, Florida

1. (22Z00050) Dwayne White (Brook Kershner) requests a change of zoning classification from AU (Agricultural Residential) and RU-1-9 (Single-Family Residential) to SR (Suburban Residential). The property is 1.14 acres, located on the north side of Lionel Rd., approx. 795 ft. east of U.S. Highway 1. (3460 Lionel Rd., Mims) (Tax Account 2000374) (District 1)

P&Z Recommendation: Bartcher/Glover - Approved. The vote was unanimous. BCC ACTION: Zonka/Tobia - Approved as recommended. The vote was unanimous.

- 2. (22Z00049) Edita Realty (James McKnight) requests a change of zoning classification from BU-1 (General Retail Commercial) to RU-2-10 (Medium Density Multi-Family Residential). The property is 0.40 acres, located on the north and northeast corner of Avon St., approx. 200 ft. east of Osceola Ave. (950 & 960 Avon St., Port St. John) (Tax Account 2302548 & 2302549) (District 1) THIS ITEM HAS BEEN WITHDRAWN FROM THE AGENDA FOR READVERTISING
- 3. (22Z00047) Protea Senior Living Melbourne, LLC. (Michael Allen) requests a change of zoning classification from RU-1-9 (Single-Family Residential), RU-1-13 (Single-Family Residential), and IN(H) (Institutional Use, High-Intensity), with an existing BDP (Binding Development Plan), to IN(L) (Institutional Use, Low-Intensity), with removal of existing BDP, and adding a new BDP. The property is 6.35 +/- acres, located on the east side of Old Dixie Highway, approx. 90 ft. south of Otter Creek Lane. (Lots 12.05, 13, and 13.05 = No assigned address. In the Palm Shores area; Lot 14.01 = 5925 Old Dixie Hwy., Melbourne) (Tax Accounts 2606013, 2606015, 2606018, & 2606020) (District 4)

P&Z Recommendation: Alward/Hopengarten - Approved removal of existing BDP, and adding a new BDP, providing a 15-ft. buffer on the entire portion of the property, limiting density to 28 units per acre, and limiting ingress and egress to Old Dixie Hwy. The vote was unanimous. BCC ACTION: Feltner/Zonka - Approved as recommended, with a BDP providing a 15-ft. buffer on the entire portion of the property, limiting density to 28 units per acre, and limiting ingress and egress to Old Dixie Highway. The vote was unanimous. The BDP will be scheduled as a Consent Item on a subsequent BCC agenda, per Policy BCC-45. Resolution to be assigned upon receipt of recorded BDP.

4. (22SS00011) Humane Society of South Brevard, Inc. (Michael Allen) requests a Small Scale Comprehensive Plan Amendment (22S.14), to change the Future Land Use designation from NC (Neighborhood Commercial) and CC (Community Commercial) to all CC. The property is 0.86 acres, located on the southeast corner of Otter Creek Lane and Old Dixie

PLANNING AND ZONING BOARD RECOMMENDATIONS

- Item H.1. Dwayne White. Zonka/Tobia. Approved the request of changing the zoning classification from AU and RU-1-9 to SR. (22Z00050).
- Item H.2. Edita Realty. Zonka/Tobia. Withdrawn from the agenda for re-advertising. (22Z00049).
- Item H.3. Protea Senior Living Melbourne, LLC. Feltner/Zonka. Approved the request of changing the zoning classification from RU-1-9, RU-1-13, and IN(H), with an existing BDP, to IN(L), with removal of existing BDP, and adding a new BDP. (22Z00047).
- Humane Society of South Brevard, Inc. Feltner/Tobia. Adopted Ordinance No. 22-35, setting forth the seventeenth Small Scale Comprehensive Plan Amendment of 2022, 22S.14, amending Section 62-501, entitled contents of the plan to change the Future Land Use designation from NC and CC, to all CC. (22SS00011).
- Item H.5. Humane Society of South Brevard, Inc. Feltner/Tobia. Approved the request of changing the zoning classification from GU and BU-1 to all BU-1. (22Z00048).
- Item H.6. Public Hearing for Comprehensive Plan Text Amendment. Tobia/Zonka. Adopted Ordinance No. 22-36, adding the Coastal High Hazard Area Map to the Coastal Management Element X, and Correcting Scrivener's Error in the Glossary Element XVI; and approved Letter to Transmit setting forth plan amendment 2022-2.1, amending Section 62-501, entitled contents of the plan.

RACHEL M. SADOFF CLERK OF THE CIRCUIT COURT & COMPTROLLER

BREVARD COUNTY, FLORIDA

POST OFFICE BOX 2767 TITUSVILLE, FLORIDA 32781-2767 (321) 637-2006 WWW.8REVARDCLERK.US

AGENT TRANSMITTAL

Transaction #:

3321561

Receipt #: Cashier Date: 63150251

01/25/2023 03:53:27 PM

Cashier Branch: Titusville - Six Story

Print Da	ite:
01/25/2023 03:53:31	РМ

CUSTOMER INFORMATION	TRANSACTION INFORMATION PAYMENT SUMMARY			
ALLEN ENGINEERING INC	Date Received:	01/25/2023	Total Fees	\$61.00
PO BOX 321321	Source Code:	Titusville - Six Story	Total Payments	\$61.00
COCOA BEACH, FL 32932	Return Code:	Hand Carried	Balance Due:	\$0.00
	Trans Type:	Recording		
		E DEFERENCE		A. St. Head
1 Payments				THE ROLL BROWN
CHECK #47391				\$61.00
Recorded Items				
AGREEMENT	BK/F	PG: 9703/2670 CFN: 2023	015822 Date: 01/25/2023 (3:53:26 PM
From: Τα				0.00.20
Recording @ 1st=\$10 Add'!=\$8.50 ea.			7	\$61.00
Miscellaneous Items				







2725 Judge Fran Jamieson Way Viera, FL 32940

Consent

F.4. 1/24/2023

Subject:

Acceptance, Re: Binding Development Plan with Protea Senior Living Melbourne, LLC (District 4)

Fiscal Impact:

None

Dept/Office:

Planning & Development

Requested Action:

In accordance with Section 62-1157, it is requested that the Board of County Commissioners accept, and authorize the Chair to sign, the Binding Development Plan.

Summary Explanation and Background:

A BDP (Binding Development Plan) 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. 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 December 1, 2022, the Board approved a change of zoning classification from RU-1-9 (Single-Family Residential), RU-1-13 (Single-Family Residential), and IN(H) (Institutional Use, High-Intensity) to IN(L) (Institutional Use, Low-Intensity), with a BDP containing the following conditions:

- Developer/Owner shall provide a 15-foot buffer on the entire portion of the Property.
- The Developer/Owner shall limit density to 28 units per acre and may be further restricted by any changes to the Comprehensive Plan or the Land Development Regulations.
- The Developer/Owner shall limit ingress and egress to Old Dixie Highway.

The attached agreement includes these provisions.

Clerk to the Board Instructions:

Upon recordation, please return two certified copies of the BDP to Planning & Development.