

Meeting Date
July 21, 2015



AGENDA	
Section	CONSENT
Item No.	II.A.4

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Binding Development Plan, Re: Shirley P. & Clarence E. Watkins, and George E. (Jr.) & Melody M. Morse (District 2)
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 April 2, 2015, the Board of County Commissioners approved a change of classification from GU (General Use) to RU-1-11 (Single-Family Residential), on property located at the terminus of Yount Dr. and Carmen St., approx. 0.12 mile east of the Banana River (1580 Carmen St., Merritt Island), subject to a Binding Development Plan as follows:

- Developer/Owner shall place \$20,000 into an escrow account for re-milling and re-surfacing of Yount Drive to be used by the County in the event that construction activity degrades the road, as determined by the County. This amount shall be proportionately adjusted based on the State maintained asphalt price index using the index on the effective date of this agreement, but in no case shall it be reduced below \$20,000.
- Developer/Owner shall limit development to 14 residential lots and may be further restricted by any changes to the Comprehensive Plan or the Land Development Regulations.

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 X No PR

County Manager		Department Director / Extension Robin M. Sobrino, AICP, Director Planning & Development Dept. Ext. 52069
Stockton Whitten		<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

July 22, 2015

MEMORANDUM

TO: Recording

RE: Item II.A.4, Binding Development Plan Agreement with Shirley P. & Clarence E. Watkins and George E. (Jr.) & Melody M. Morse

The Board of County Commissioners, in regular session on July, 21, 2015, executed Binding Development Plan Agreement with Shirley P. & Clarence E. Watkins and George E. (Jr.) & Melody M. Morse, for property located at the terminus of Yount Dr. and Carmen St., approx. 0.12 mile east of the Banana River (1580 Carmen St., Merritt Island). Enclosed are original Binding Development Plan Agreement and Check Number 4742 for \$35.50 and Check Number 4763 for \$8.50. **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
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/dt

Encls. (2)

Prepared by: Stephen Cergua Jr
Address: 657 BREVARO AVE COCOA FL 32922

BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this 21 day of July, 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 SHIRLEY and Cluence Watkins, a _____ corporation George and melody morse (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 RU 1-11 zoning classification(s) and desires to develop the Property as 14 LOT SUB DIVISION, 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. 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.

2. Developer/Owner shall place \$20,000 into an escrow account for re-milling and re-surfacing of Yount Drive to be used by the County in the event that construction activity degrades the road, as determined by the County. This amount shall be proportionately adjusted based on the State maintained asphalt price index using the index on the effective date of this agreement, but in no case shall it be reduced below \$20,000.

3. The Developer/Owner shall limit Development to 14 residential lots and may be further restricted by any changes to the Comprehensive Plan or the Land Development Regulations.

4. 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 the Public Records of 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 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 _____. In the event the subject Property is annexed into a municipality and rezoned, this Agreement shall be null and void.

7. Violation of this Agreement will also constitute a violation of the Zoning Classification and this Agreement may be enforced by Sections 1.7 and 62-5, Code of Ordinances of Brevard County, Florida, as may be amended.

8. Conditions precedent. All mandatory conditions set forth in this Agreement mitigate the potential for incompatibility and must be satisfied before Developer/Owner may

of this Agreement, constitutes a violation of the Zoning Classification and is subject to enforcement action as described in Paragraph 7 above.

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

ATTEST:

[Signature]
Scott Ellis, Clerk
(SEAL)

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

[Signature]
Robin Fisher, Chairman
As approved by the Board on 7-21-15

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

WITNESSES:

[Signature]
Maggie Ostergard
(Witness Name typed or printed)

[Signature]
Howard BRENELER
(Witness Name typed or printed)

DEVELOPER/OWNER

657 Brevard Ave
(Address)

[Signature]
(President)
Stephen Perry Jr
(Name typed, printed or stamped)

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 9 day of June, 2015, by Stephen Perry Jr, President of PCC Properties, who is personally known to me or who has produced Florida ID of Brevard as identification.

My commission expires 2.22.16
SEAL
Commission No.: EE 147177

[Signature]
Notary Public
Maggie Ostergard
(Name typed, printed or stamped)

Notary Public State of FLORIDA
Maggie Ostergard
My Commission: EE147177
expires 2/22/2016

DESCRIPTION:

THE FOLLOWING DESCRIBED LANDS ARE A PORTION OF PARAGRAPH #1 OF O.R. 7137, PAGE 1106 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PART OF GOVERNMENT LOT 1, SECTION 30, TOWNSHIP 24 SOUTH, RANGE 37 EAST, WHICH LIES WEST OF PELICAN CREEK;

LESS AND EXCEPT THE WEST 300 FEET OF THE FOLLOWING DESCRIBED LANDS:

A PARCEL OF LAND BEING A PORTION OF GOVERNMENT LOT 1 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGIN AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 1 AND RUN N.89°51'35"E., ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 1, A DISTANCE OF 970 FEET, MORE OR LESS TO THE ORDINARY HIGH WATER LINE OF / FOR THE BANANA RIVER (SOMETIMES REFERRED TO AS PELICAN CREEK); THENCE RETURN TO THE POINT OF BEGINNING, AND RUN N.00°02'19"E., ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1, A DISTANCE OF 693.83 FEET TO AN INTERSECTION WITH THE CENTERLINE OF CARMEN STREET (A 50 FOOT WIDE RIGHT OF WAY); THENCE DEPARTING SAID WEST LINE, RUN S.89°57'41"E., PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 50.00 FEET; THENCE S.00°02'19"W., PARALLEL WITH SAID WEST LINE, A DISTANCE OF 150.00 FEET; THENCE N.89°51'35"E., PARALLEL WITH THE AFORESAID SOUTH LINE OF GOVERNMENT LOT 1 AND ALONG A LINE THAT IS WITHIN AN EXISTING CANAL, A DISTANCE OF 562.58 FEET; THENCE S.00°08'25"E., A DISTANCE OF 30 FEET, MORE OR LESS TO THE INTERSECTION OF THE ORDINARY HIGH WATER LINE OF THE CANAL WATERS WITH THE ORDINARY HIGH WATER LINE OF THE BANANA RIVER (SOMETIMES REFERRED TO AS PELICAN CREEK); THENCE SOUTHEASTERLY, MEANDERING THE ORDINARY HIGH WATER LINE OF / FOR THE BANANA RIVER, TO AN INTERSECTION WITH THE FIRST COURSE OF THIS DESCRIPTION.

SKETCH NOTES:

STATEMENT - THIS SKETCH IS NOT A BOUNDARY SURVEY.

DESCRIPTION - THE LIMITS DEPICTED AND DESCRIBED WERE DETERMINED FROM A COMBINATION OF THE FOLLOWING:

- A) A FIELD BOUNDARY SURVEY OF ONLY THOSE LANDS LABELED AS "GEORGE MORSE"
- B) ADJACENT DEEDS AND PLATS

SHORELINE - THE LOCATIONS SHOWN ARE INTENDED TO REPRESENT "OPEN WATER" AND WERE DETERMINED SOLELY FROM AERIAL PHOTOGRAPHS RECTIFIED TO SCALE FROM A FIELD SURVEY LOCATION OF PHYSICAL FEATURES (I.E., ASPHALT PAVEMENT FOR YOUNT DRIVE / CARMEN STREET AND CONCRETE LOCATIONS FOR THOSE EXISTING HOMES DEPICTED HEREIN).

AREA CALCULATIONS - THE ACREAGES OF THE SHADED AREAS LABELED HEREIN ARE APPROXIMATE AND BASED ON THOSE PARAMETERS LISTED ABOVE AS "DESCRIPTION" AND "SHORELINE".

SHADING - THESE AREAS MAY INCLUDE WETLANDS OR JURISDICTIONAL LANDS.

BEARING STRUCTURE - BASED ON THOSE DEEDS RECORDED IN O.R. 4086, PAGE 2221 AND O.R. 5430, PAGE 3527 WHICH ESTABLISH A BEARING ON THE WEST LINE OF GOVERNMENT LOT 1 OF SECTION 30-24-37 AS N00°02'19"E.

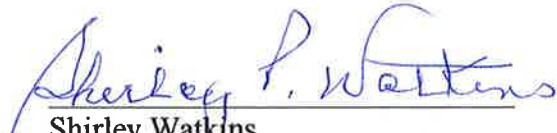
RESERVATIONS -

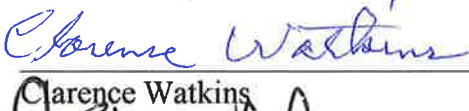
- 1) THE SKETCH, DESCRIPTION AND MATHEMATICAL INFORMATION LISTED HEREIN ARE SUBJECT TO THE FINDINGS OF AN ACCURATE SURVEY.
- 2) THE LIMITS DEFINED BY THIS SKETCH ARE SUBJECT TO ANY SOVEREIGN CLAIMS BY THE STATE OF FLORIDA AND JURISDICTIONAL CLAIMS BY ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, ARMY CORP OF ENGINEERS AND / OR ANY OTHER APPLICABLE AGENCY.
- 3) THIS SKETCH WAS PREPARED WITHOUT BENEFIT OF A CURRENT TITLE POLICY AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, LIMITATIONS, COVENANTS AND / OR RIGHTS OF WAY OF RECORD.

Board of County Commissioners
Planning & Zoning Board
June 8, 2015

To Whom it may concern :


I Shirley P. & Clarence E. Watkins. And George E. (Jr.) & Melody M. Morse attest that there are no mortgages or incumbencies on this parcel described in this package.

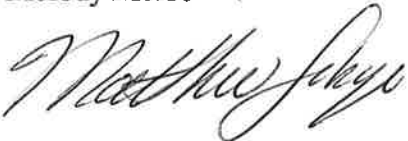

Shirley Watkins


Clarence Watkins

Clarence Watkins



George Morse Jr.


Melody Morse





State of Florida Brevard Co
Notary signatures of
Shirley Watkins
Clarence Watkins
George Morse Jr


Maggie Ostergard
exp 2.22.16

Notary Public State of FLORIDA
Maggie Ostergard
My Commission: EE147177
expires 2/22/2016

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
 #: 1553343
 Receipt #: 61523415
 Cashier Date: 7/23/2015
 3:58:17 PM



Print Date:
 7/23/2015 3:58:27 PM

Customer Information	Transaction Information	Payment Summary
() SCJ CONSTRUCTION AND DEVELOPMENT, LLC 657 BREVARD AVE COCOA, FL 32922	DateReceived: 07/23/2015 Source Code: Titusville - Six Story Q Code: Titusville - Six Story Return Code: Hand Carried Trans Type: Recording Agent Ref Num:	Total Fees \$45.00 Total Payments \$44.00 Shortage \$1.00

2 Payments	
CHECK 4742	\$35.50
CHECK 4763	\$8.50

1 Recorded Items		
(AG) AGREEMENT	BK/PG: 7415/2307 CFN:2015146519 Date:7/23/2015 3:58:16 PM From: To:	
Recording @ 1st=\$10 Add'l=\$8.50 ea.	5	\$44.00
Indexing @ 1st 4 Names Free, Add'l=\$1 ea.	5	\$1.00

0 Search Items

1 Miscellaneous Items
(AGTR) AGENT TRANSMITTAL