



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F3

9/17/2019

Subject:

Acceptance, Re: Binding Development Plan - Mark D. Hansson (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 sign, the Binding Development Plan.

Summary Explanation and Background:

On May 30, 2019, the Board approved a rezoning request from RRMH-2.5 (Rural Residential Mobile Home) to BU-2 (Retail, Warehousing, and Wholesale Commercial), with a BDP (Binding Development Plan). The 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 approval of the rezoning request by the Board. Following staff and legal review, a BDP is presented to the Board in recordable form as a Consent Agenda Item in order to finalize the zoning action.

The limitations in the BDP include, but are not limited to the following:

- Outdoor storage of recreational vehicles, watercraft, and trailers

Clerk to the Board Instructions:

Upon recordation, please return two (2) certified copies of the BDP to Planning and Development

F. Consent Agenda - Planning and Development
ITEM 3.



AGENDA REPORT
September 17, 2019

Acceptance, Re: Binding Development Plan - Mark D. Hansson (District 1)

SUBJECT:

Acceptance, Re: Binding Development Plan - Mark D. Hansson (District 1)

FISCAL IMPACT:

None

DEPT/OFFICE:

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REQUESTED ACTION:

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The limitations in the BDP include, but are not limited to the following:

- Outdoor storage of recreational vehicles, watercraft, and trailers.

CLERK TO THE BOARD INSTRUCTIONS:

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

ATTACHMENTS:

Description

- **BDP Package**



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

September 18, 2019

M E M O R A N D U M

TO: Jennifer Jones, Zoning

RE: Item F.3., Binding Development Plan Agreement – Mark D. Hansson

The Board of County Commissioners, in regular session on September 17, 2019, executed Binding Development Plan with Mark D. Hansson. Said Plan was recorded in OR/BK 8541/2893. 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 Rowe

Tammy Rowe, Deputy Clerk

/dt

Encls. (2)

cc: Contracts Administration



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

Telephone: (321) 637-2001
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September 18, 2019

MEMORANDUM

TO: Jennifer Jones, Zoning

RE: Item F.3., Binding Development Plan Agreement – Mark D. Hansson

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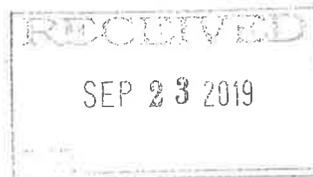
Tammy Rowe

Tammy Rowe, Deputy Clerk

/dt

Encls. (2)

cc: Contracts Administration



Prepared by: Mark D. Hansson
Address: 3845 Railroad Ave.
Cocoa FL 32926-5930

CFN 2019204751, OR BK 8541 PAGE 2893,
Recorded 09/19/2019 at 09:37 AM, Scott Ellis, Clerk of
Courts, Brevard County
Pgs:4

BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this 17 day of SEPTEMBER, 2019 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and Mark D. Hansson and Michele L. Hansson (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 Retail, Warehousing, and Wholesale Commercial (BU-2) zoning classification(s) and desires to develop the Property as outdoor storage of recreational vehicles, watercraft, and trailers, 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. The Property will neither be utilized nor designed to be utilized for any of the following: drive-thru use; fast-food use, whether with or without a drive-thru; convenience market use, whether with or without gasoline pumps.
3. 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.
4. Developer/Owner, upon execution of this Agreement, shall pay to the Clerk of Court the cost of recording this Agreement in the Public Records of Brevard County, Florida.
5. 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 30 May 2019. In the event the subject Property is annexed into a municipality and rezoned, this Agreement shall be null and void.
6. 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.
7. 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 6 above.

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

EXHIBIT "A"

A parcel of land lying in Section 6, Township 24 South, Range 36 East, Brevard County, Florida, said parcel lying east of Florida East Coast Railway, more particularly described as follows:

Parent Parcel Legal Description (Official Records Book 7856, Page 0860):

Start at the southwest corner of the Herrick Land as described in Deed Book "PP", Page 194, Brevard County, Florida; thence run 242.44 feet, more or less to the south line of land of said Ezekiel Robinson as described in Deed Book No. 63 on Page 73, Brevard County Florida; thence run west on the south line of said Ezekiel Robinson land to the $\frac{1}{4}$ section line, about 766 feet; thence run north on $\frac{1}{4}$ section line, 242.44 feet, more or less, to a point due west of the starting point; thence run east about 766 feet to the starting point. Less and except the right of way of the Florida East Coast Railway over and across said land and the right of way for East Road f/k/a/ East Railroad Avenue, being part of southeast $\frac{1}{4}$ of Section 6, Township 24 South, Range 36 East. Less and except property as described in Deed dated June 6, 1975 from David Thompson and Leola Thompson, husband and wife, to David Lee Glover, as recorded in Official Records Book 1534, Page 477, Public Records of Brevard County, Florida.

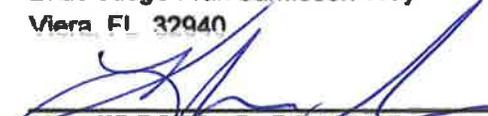
Less and except portion of property lying west of East Railroad Avenue.

ATTEST:



Scott Ellis Clerk
(SEAL)

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



KRISTINE ISNARDI
As approved by the Board on Sept. 17, 2019

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

WITNESSES:




(Witness Name typed or printed)
Stacey Burnworth

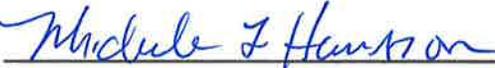
Stacey Burnworth
(Witness Name typed or printed)

DEVELOPER/OWNER(S):

Mark D. Hnasson
3845 E. Railroad Ave Cocoa FL 32926-5930



Michele L. Hansson
3845 E. Railroad Ave Cocoa FL 32926-5930



STATE OF Florida §

COUNTY OF Brevard §

The foregoing instrument was acknowledged before me this 24 day of July
20 19, by Developer/Owners(s) who is personally known to me or who has produced _____
FL Dr. Lic as identification.

My commission expires
SEAL
Commission No.:



Notary Public

(Name typed, printed or stamped)



STACEY BURNWORTH
Commission # GG 233450
Expires October 28, 2022
Bonded Thru Budget Notary Services

Prepared by: Mark D. Hansson
Address: 3845 Railroad Ave.
Cocoa FL 32926-5930

CFN 2019204751, OR BK 8541 PAGE 2893,
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4. Developer/Owner, upon execution of this Agreement, shall pay to the Clerk of Court the cost of recording this Agreement in the Public Records of Brevard County, Florida.
5. 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 30 May 2019. In the event the subject Property is annexed into a municipality and rezoned, this Agreement shall be null and void.
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ATTEST:

[Signature]
Scott Ellis, Clerk
(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

2725 Judge Fran Jamieson Way
Viera, FL 32940

[Signature]
KRISTINE ISNARDI

As approved by the Board on Sept. 17, 2019

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

WITNESSES:

[Signature]

Deborah E. Mackay
(Witness Name typed or printed)

[Signature]

Stacey Burnworth
(Witness Name typed or printed)

DEVELOPER/OWNER(S):

Mark D. Hnasson
3845 E. Railroad Ave Cocoa FL 32926-5930

[Signature]

Michele L. Hansson
3845 E. Railroad Ave Cocoa FL 32926-5930

[Signature]

STATE OF Florida §

COUNTY OF Brevard §

The foregoing instrument was acknowledged before me this 24 day of July
20 19, by Developer/Owner(s) who is personally known to me or who has produced _____
FL D.L.I.C. as identification.

My commission expires
SEAL
Commission No.:

[Signature]
Notary Public

(Name typed, printed or stamped)



STACEY BURNWORTH
Commission # GG 233450
Expires October 28, 2022
Bonded Thru Budget Notary Services

Prepared by: Mark D. Hansson
Address: 3845 E. Railroad Ave, Cocoa FL 32926-5930

AFFIDAVIT IN LIEU OF JOINDER

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 attest that subject property is fully owned and not encumbered by any Mortgage.

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

WITNESSES:

Mc Mackey
Rochan K. Mackey
(Witness Name typed or printed)
SBurnworth
Stacey Burnworth
(Witness Name typed or printed)

DEVELOPER/OWNER(S):

Mark D. Hansson
3845 E. Railroad Ave Cocoa FL 32926-5930
Mark D. Hansson

Michele L. Hansson
3845 E. Railroad Ave Cocoa FL 32926-5930
Michele L. Hansson

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 24 day of July
2019, by Developer/Owners(s) who is personally known to me or who has produced _____
FL DR. LIC. as identification.

My commission expires
SEAL
Commission No.:

SBurnworth
Notary Public

(Name typed, printed or stamped)

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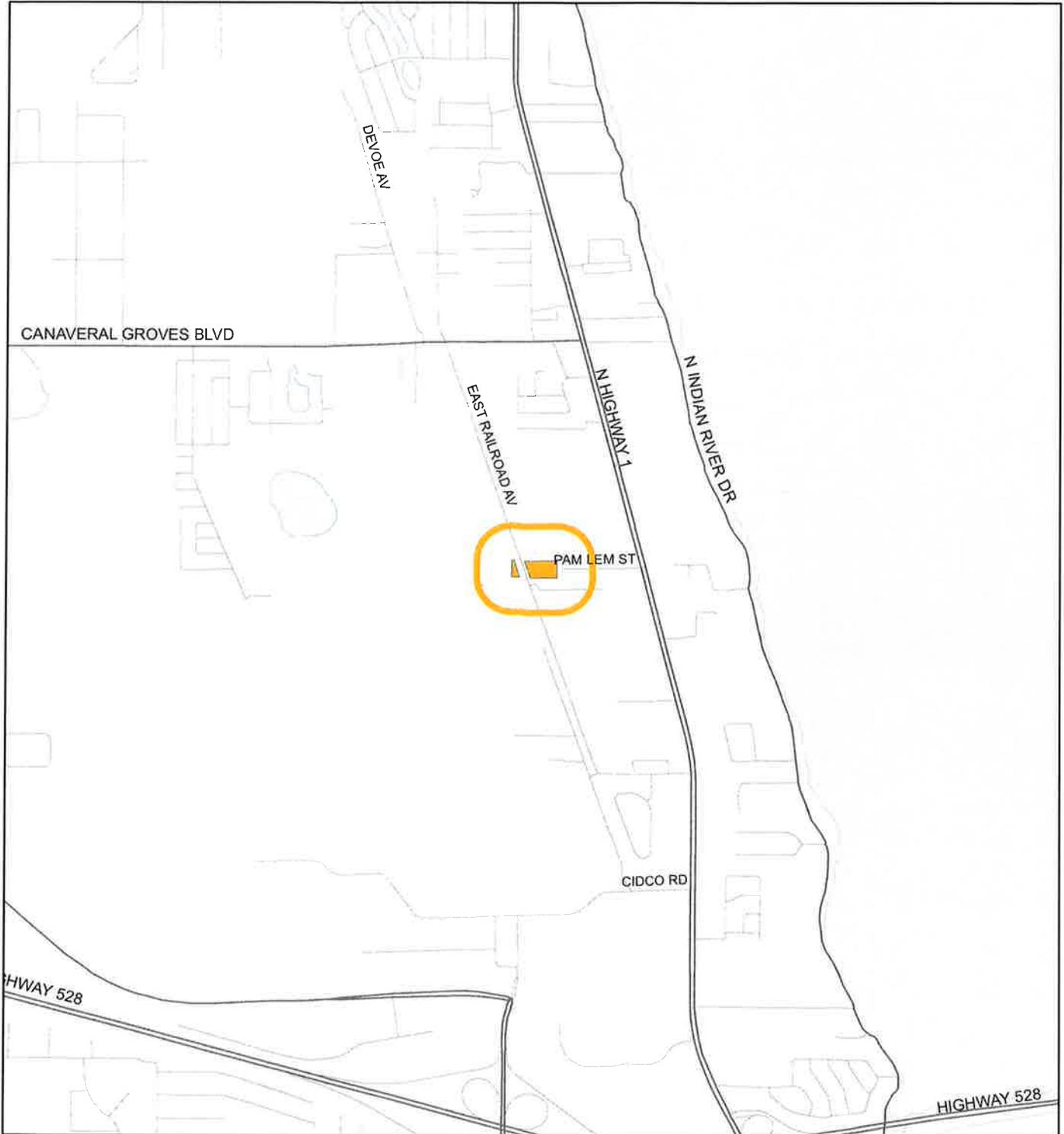
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LOCATION MAP

HANSSON, MARK D.

19PZ00033



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: 3/13/2019

-  Buffer
-  Subject Property

H. PUBLIC HEARINGS

Local Planning Agency/Planning and Zoning Board
Monday, May 20, 2019, at 3:00 p.m.

Brevard County Board of County Commissioners
Thursday, May 30, 2019, at 5:00 p.m.
Both at the

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

1. **Palm Bay REH, LLC** (Hitesh Patel) requests a CUP (Conditional Use Permit) for Alcoholic Beverages (full liquor) for On-Premises Consumption in conjunction with a restaurant, in a TU-1 (General Tourist Commercial) zoning classification. The property is 1.23 acres, located on the west side of U.S. Highway 1, approximately 290 feet north of Camp Road. (4885 North Highway 1, Cocoa) (19PZ00051) (District 1) This item was tabled from the May 6, 2019, Planning and Zoning Board meeting.

Planning and Zoning Board Recommendation: Lawandales/McLellan – Approved. The vote was unanimous.

Board of County Commissioners Action: Pritchett/Lober – Approved as recommended. The vote was unanimous.

2. **Mark D. Hansson** requests a Small Scale Comprehensive Plan Amendment to change the Future Land Use designation from Residential 4 to CC (Community Commercial). The property is 3.01 acres, located on the east and west sides of East Railroad Avenue, approximately 150 feet north of Moore Road. (3845 East Railroad Avenue, Cocoa) (19PZ00032) (District 1)

Local Planning Agency Recommendation: McLellan/Lawandales - Approved, excluding the portion of property west of East Railroad Avenue. The vote was unanimous.

Board of County Commissioners Action: Pritchett/Lober – Approved as recommended, and adopted Ordinance 19-13. The vote was unanimous.

3. **Mark D. Hansson** requests a change of zoning classification from RRMH-2.5 (Rural Residential Mobile Home) to BU-2 (Retail, Warehousing, and Wholesale Commercial). The property is 3.01 acres, located on the east and west sides of East Railroad Avenue, approximately 150 feet north of Moore Road. (3845 East Railroad Avenue, Cocoa) (District 1) (19PZ00033)

Planning and Zoning Board Recommendation: Lawandales/Filiberto – Approved, excluding the portion of property west of East Railroad Avenue, and with a BDP (Binding Development Plan), prohibiting the following uses: drive-thru use; fast-food use, with or without a drive-thru; convenience market, with or without gasoline pumps; dry cleaning plants; dyeing and carpet cleaning; paint and body shop; seafood processing; sharpening and grinding shop; ship chandlery; welding; and a crematorium. The vote was unanimous.

Board of County Commissioners Action: Pritchett/Lober – Approved, excluding the portion of property west of East Railroad Avenue, and with a BDP prohibiting the following uses: drive-thru use; fast-foot use, with or without a drive-thru; convenience market, with or without gasoline pumps. The vote was unanimous. **The BDP will be scheduled as a Consent Item on a subsequent County Commission agenda, per Policy BCC-52. Resolution to be completed upon receipt of recorded BDP.**

PLANNING AND ZONING BOARD RECOMMENDATIONS

- Item H.1. Clark A. and Patricia Simms. Lober/Pritchett. Approved with Binding Development Plan limiting development to two lots, each developed with one single-family dwelling and one guesthouse with kitchen facilities.
- Item H.2. Robert Bailey. Pritchett/Lober. Denied request for Small Scale Plan.
- Item H.3. Robert Bailey. Pritchett/Lober. Denied.
- Item H.4. Xiaolu Yin. Smith/Lober. Adopted Ordinance No. 19-12, for Small Scale Plan Amendment 19S.09.
- Item H.5. Xiaolu Yin. Smith/Lober. Approved as recommended with Binding Development Plan limited to no auditoriums; automobile hire; automobile paint and body repair; automobile repairs; automobile sales; automobile tire and muffler sales and service; automobile washing – mechanized; boat service; building materials and supplies; cabinetmaking and carpentry; commercial entertainment and amusement enterprises; contractors outdoor storage yards; engine service; farm machinery sales and service; feed and hay for animals and stock; fertilizer stores; flea markets; gasoline service stations; hotels; lumber sales; motels; motorcycle sales and service; outside sale of mobile homes; pet kennels; plant nurseries; recovered materials processing facility; restaurant outdoor seating; seafood processing plants; service station for automotive vehicles and UHaul service; sharpening and grinding shops; theatres; towers and antennas; trailer and truck service; treatment and recovery facility; welding repairs and metal fabrication; outdoor storage or display of large items or material which may require a forklift, front loader, tractor, or similar machinery to move shall be prohibited. Outdoor intercoms and public address systems shall be prohibited. Digital or electronic signs and billboards, whether static, animated, or intermittent, shall be prohibited. Freestanding signs shall be limited to the Sign Code.
- Item H.6. Palm Bay REH, LLC (Hitesh Patel). Pritchett/Lober. Approved as recommended.
- Item H.7. Mark D. Hansson. Pritchett/Lober. Adopted Ordinance No. 19-13, for Small Scale Plan Amendment 19S.08.
- Item H.8. Mark D. Hansson. Pritchett/Lober. Approved with a Binding Development Plan limiting it to the operation being on the east side of the railroad tracks, no fast food restaurants, and no convenience stores with or without gas pumps.
- Item H.9. Douglas and Cindy Robertson (Bruce Moia). Tobia/Lober. Denied.
- Item H.10. Douglas and Cindy Robertson (Bruce Moia). Withdrawn by Applicant.