

Existing BDP
23Z00009
Ranger Storage

RETURN: Clerk to the Board #27

BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this 20 day of March, 2007, between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and SUN HARBOR INVESTMENT GROUP, LLC, a Florida limited liability company (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 desire to develop the property as a mini warehouse/storage facility pursuant to the Brevard County Code, Section 62-1837.5 and

WHEREAS, as part of the plan for development of the property, Developer/Owner wishes to mitigate negative impact on abutting/and adjacent 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 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 provide a vegetative buffer on three (3) sides of the property substantially in accordance with Exhibit "B" attached hereto (the "Plan").
3. The Developer/Owner shall limit use to a mini-warehouse facility only and with the open storage for boats and RVs to the rear.
4. The Developer/Owner shall limit ingress and egress to and from the property from Freeman Lane.
5. No Certificate of Occupancy or Certificate of Completion shall be issued for the operation of the mini-warehouse facility prior to the paving of Freeman Lane.

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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 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 County the cost of recording this Agreement in 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 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 Commissions on December 7, 2006. 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 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 it may be amended.

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

ATTEST


Scott Ellis, Clerk
(SEAL)
STATE OF FLORIDA §
COUNTY OF BREVARD §

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA
2725 Judge Fran Jamieson Way
Viera, Florida 32949
Jackie Colon
Jackie Colon, Chairperson
As approved by the Board on March 20, 2007

The foregoing instrument was acknowledged before me this 20 day of March, 2007, by Jackie Colon, Chairman of the Board of County Commissioners of Brevard County, Florida, who is personally known to me or who has produced _____ as identification.

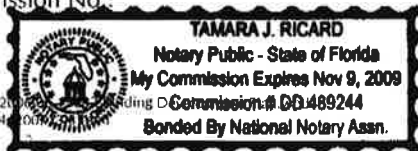
My commission expires:

Tamara J. Ricard
Notary Public

SEAL

Commission No.:

Tamara J. Ricard
(Name typed, printed or stamped)



February 14, 2007

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WITNESSES:

Allen B. Pontkowski, Jr.
ALLEN B. PONTKOWSKI, JR.
(Witness name typed or printed)

Lori Ericsson
LORI ERICSSON
(Witness name typed or printed)

DEVELOPER/OWNER

SUN HARBOR INVESTMENT GROUP, LLC,
a Florida limited liability company
6155 North US Highway 1
Melbourne, Florida 32940

By: *Antonio Z. Camara*
Antonio Z. Camara as it's Managing Member

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledge before me this 16 day of January, 2007, by Antonio Z. Camara as Managing Member of Sun Harbor Investment Group, LLC, a Florida limited liability company, who is personally known to me or who has produced drivers license as identification.

My commission expires:

Cathy Sorger
Notary Public

SEAL
Commission No.:

Cathy Sorger
(Name typed, printed or stamped)



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Exhibit "A"

Legal Description:

Lots 1 thru 16, inclusive, Block 20, Plan of Town of Pineda, as recorded in Plat Book 1, Page 41, Public Records of Brevard County, Florida. Together with North 1/2 vacated Right of Way lying adjacent to and south of said Block 20.



LANDSCAPE TABULATION

1. TOTAL LANDSCAPE POINTS ASSIGNED (480 PLANTING + 480) = 960
 2. PLANTING POINTS ASSIGNED (480 PLANTING + 480) = 960
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SHRUB PLANTING SCHEDULE

QUANTITY	SYMBOL	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS	POINTS/100 S.F.	TOTAL POINTS
—	NCL	Marfan Oleander Pala	Dwarf Oleander	3 gal., 36" HL x 18" SP. 36" O.C.	10	00
—	JF	Ugnetrum Apollonia	Apricot Privet	3 gal., 36" HL 36" O.C.	100	00
—	386, PL	SCD	ST. AUGUSTINE		5	00

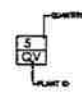
TREE PLANTING SCHEDULE

QUANTITY	SYMBOL	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS	POINTS/100 S.F.	TOTAL POINTS
8	QV	Quercus Virginiana	Live Oak	12" HT- 4" DBH 25" O.C. min.	10	80
7	OL	Osage Leaved	Hedgeberry Oak	12" HT- 4" DBH 25" O.C. min.	10	70
14	PO	Palmetto Olive	Sycamore	12" HT- 4" DBH 25" O.C. min.	10	140
10	LS	Liquidambar Styracis	Sweetgum	12" HT- 4" DBH 25" O.C. min.	10	100
24	PA	Palmetto Palm	Cabbage Palm	12" HT- 4" DBH 25" O.C. min.	5	120

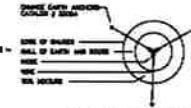
INTERIOR HEAT ISLAND TABULATION

- NO INTERIOR HEAT ISLANDS TO BE INSTALLED.
 14 - 42 IN. FT. INTERIOR HEAT ISLANDS TO BE INSTALLED.
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PLANT ID LEGEND



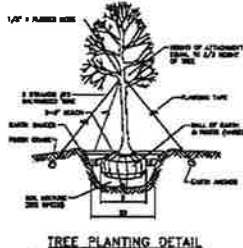
PLANT LEGEND



TREE PLANTING PLAN



SHRUB PLANTING DETAIL



PLANTING NOTES

- CONTRACTOR SHALL VERIFY WITH THE BREVARD COUNTY ENGINEER...
- PLANTING SHALL BE DONE IN ACCORDANCE WITH THE BREVARD COUNTY ENGINEER'S SPECIFICATIONS...
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IRRIGATION SYSTEM CRITERIA

- ALL IRRIGATION SYSTEMS SHALL BE DESIGNED WITH A MAIN BRANCH...
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IRRIGATION NOTES

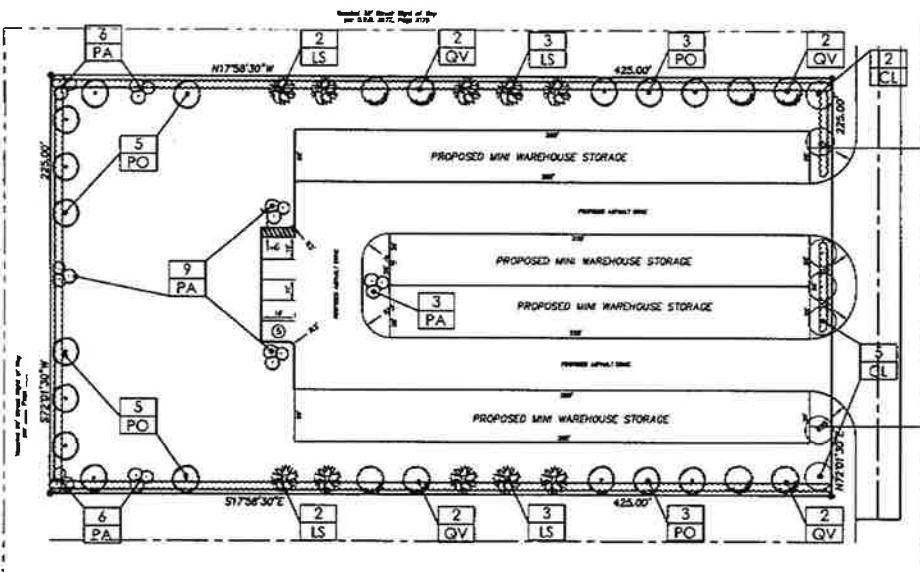
- VERIFY ALL CONDITIONS AND DIMENSIONS BEFORE THE PLANTING...
- ALL IRRIGATION SYSTEMS SHALL BE DESIGNED WITH A MAIN BRANCH...
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BUILDING ACCESS

- ACCESS SHALL BE PROVIDED BY AN UNOBSTRUCTED, 8' WIDE, ALL WEATHER COVERED DRIVEWAY...

NOTE:

ALL LANDSCAPING SHALL BE INSTALLED IN ACCORDANCE WITH THE PREPARED SITE PLAN.



NOTE:
 SITE/PROJECT WILL COMPLY WITH BREVARD COUNTY ORDINANCE 02-26, REGARDING REMOVAL AND REGROWTH CONTROL OF NON-NATIVE NOXIOUS INVASIVE PLANT SPECIES.

NOTE:
 SITE/PROJECT WILL COMPLY WITH BREVARD COUNTY ORDINANCE 02-35, REGARDING SOIL PREPARATION/REPLACEMENT AND MAINTENANCE IN PERPETUITY.

NOTE:
 THE OWNER IS RESPONSIBLE FOR OBTAINING ALL FEDERAL AND STATE PERMITS THAT MAY AFFECT LAND CLEARING AND LANDSCAPING.

NOTE:
 CONTRACTOR SHALL BE RESPONSIBLE FOR CERTIFICATION LETTER TO BREVARD COUNTY STATING THE SOIL HAS BEEN EXCAVATED AND REPLACED IN ACCORDANCE WITH THE PLANTING DETAILS AND SOIL MIXTURE SPECIFICATIONS CONTAINED IN THE PLANS.

UNDERGROUND UTILITIES CAUTION
 CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INFORMATION FROM THE BREVARD COUNTY ENGINEER AND THE BREVARD COUNTY PLANNING DEPARTMENT.

SPECIFICATION REFERENCE
 1. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE BREVARD COUNTY ENGINEER'S SPECIFICATIONS...



Legal Description (Copied by Surveyor)
 Lot 1, Div 16, Inclusive, Block 20, Plan of Town of Florida, as recorded in Plat Book 7, page 47, Public Records of Brevard County, Florida.



PRELIMINARY LANDSCAPING PLAN		Sheet
CODE ENFORCEMENT CASE NO. 06-1518		L1
3333 FREEMAN LANE		
CP CANTRELL & POWELL, INC. ARCHITECTS - PLANNERS 1000 BAYVIEW DRIVE, SUITE 200 WEST PALM BEACH, FL 33411 TEL: 561-832-1111 FAX: 561-832-1112	Date: 06/15/18 By: [Signature] Title: [Title]	Scale: 1" = 10'-0" Date: 06/15/18 By: [Signature] Title: [Title]