

RESOLUTION NO. 14PZ-00118

On motion by Commissioner Barfield, seconded by Commissioner Smith, the following resolution was adopted by a unanimous vote:

WHEREAS, RO1, LLC has requested removal of a BDP (Binding Development Plan) in a BU-2 (Retail, Warehousing, and Wholesale Commercial) zoning classification, on property described as Tax Parcel 767, as recorded in ORB 7162, Pages 841 – 843, Public Records of Brevard County, Florida. Section 22, Township 23, Range 36 (3.44 acres) Located on the east side of N. Courtenay Pkwy., approx. 420 ft. north of E. Crisafulli Rd. (No assigned address. In the N. Merritt Island area)

Section 22 Township 23 S, Range 36 E, and,

WHEREAS, a public hearing of the North Merritt Island Dependent Special District Board was advertised and held, as required by law, and after hearing all interested parties and considering the adjacent areas, the North Merritt Island Dependent Special District Board recommended that the application be denied; and,

WHEREAS, the Board, after considering said application and the North Merritt Island Dependent Special District 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 Binding Development Plan allowing all permitted uses in the BU-1 (General Retail Commercial) zoning classification, removing the 30 ft. buffer, retaining the 20 ft. buffer on the east side, deleting mini-warehouse and storage use, and directed the applicant work with the County Attorney’s Office to refine any language in the modified BDP; now therefore,

BE IT RESOLVED by the Board of County Commissioners of Brevard County, Florida, that the requested removal of a BDP in a BU-2 zoning classification be APPROVED, with a Binding Development Plan, recorded in ORB 7356, Pages 2762 through 2766, dated 05/01/2015, allowing all permitted uses in the BU-1 zoning classification, removing the 30 ft. buffer, retaining the 20 ft. buffer on the east side, and deleting mini-warehouse and storage use, and the Planning & Zoning 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 May 1, 2015.

BOARD OF COUNTY COMMISSIONERS
Brevard County, Florida

by Robin Fisher, Chairman
Brevard County Commission

As approved by Brevard County Commission on April 28, 2015.

ATTEST:

SCOTT ELLIS, CLERK
(SEAL)

(NMI Hearing – February 12, 2015)
(BCC Zoning Hearing – March 5, 2015)

Please note: A Conditional Use Permit will generally expire on the three year anniversary of its approval if the use is not established prior to that date. Conditional Use Permits for Towers and Antennas shall expire if a site plan for the tower is not submitted within one (1) year of approval or if construction does not commence within two years of approval. A PUD 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.

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This Instrument Prepared By
And To Be Returned To:
Kim Rezanka, Esquire
DEAN MEAD
7380 Murrell Road, Suite 200
Melbourne, Florida 32940
(321) 259-8900

BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this 28 day of April, 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 RO1, LLC, an Oregon 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, on or about April 25, 1997, Developer/Owner and the County
entered into a Biding Development Plan, recorded at Official Records Book 3666, Page 3431 in
the Public Records of Brevard County, Florida, limiting development of the Property to Mini
Warehouses; and

WHEREAS, Developer/Owner no longer desires to develop the property as Mini
Warehouses and, pursuant to the Brevard County Code, Section 62-1157, has requested that the
existing Binding Development Plan be supplanted and replaced; 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. Use limited to all permitted uses in the BU-1 Zoning Classification. A 20'
opaque buffer on the east side shall always be there.

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3. The Developer/Owner shall limit density to N/A units per acre and may be further restricted by any changes to the Comprehensive Plan or the Land Development Regulations.

4. The Developer/Owner shall limit ingress and egress to a single access drive from North Courtenay Parkway.

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.

6. Developer/Owner, upon execution of this Agreement, shall pay to the County the cost of recording this Agreement in 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 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 March 5, 2015. 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 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.

9. 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 8 above.

10. This Binding Development Agreement supplants and replaces the Binding Development Plan dated April 25, 1997, recorded at Official Records Book 3666, Page 3431 in the Public Records of Brevard County, Florida.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

ATTEST:

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

[Signature]
Scott Ellis, Clerk
(SEAL)

[Signature]
Robin Fisher, Chairperson
As approved by the Board on 04-28-15

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 28 day of April, 2015, by Robin Fisher, Chairperson of the Board of County Commissioners of Brevard County, Florida, who is personally known to me or who has produced _____ as identification.

[Signature]
Notary Public

My Commission Expires:
June 17, 2018

Christine Mulligan
(Name typed, printed or stamped)

SEAL
Commission No.: _____
STATE OF FLORIDA
COUNTY OF BREVARD



This is to certify that the foregoing is a true and current copy of DDP witness my hand and official seal this 4th day of May 2015
SCOTT ELLIS, Clerk of Circuit Court

DEVELOPER/OWNER

RO1, LLC
2250 NW Flander Street
Suite Garden 02
Portland, OR 97210

BY [Signature] D.C.
WITNESSES:

Trina Vidotto


[Signature]
(Witness Name typed or printed)

Regan Hyde
(Witness Name typed or printed)

[Signature]
Managing Member
Mik Dav Thasavathy
(Name typed, printed or stamped)

STATE OF Oregon
COUNTY OF Multnomah

The foregoing instrument was acknowledged before me this 31st day of March, 2015, by Mike Parthasarathy, Managing Member, RO1, LLC, who is personally known to me or who has produced _____ as identification.



Notary Public

My Commission Expires:
May 13, 2017

Alex Jensen

(Name typed, printed or stamped)

SEAL
Commission No.: 478222

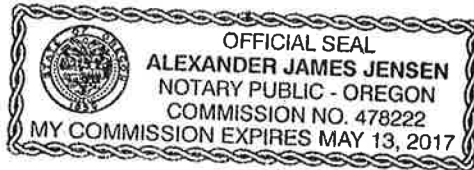


EXHIBIT "A"

COMMENCE at the Southeast corner of Section 22, Township 23 South, Range 36 East, Brevard County, Florida; thence North 0°28' East along the East line of Section 22, a distance of 864.3 feet to the POINT OF BEGINNING; thence North 89°28' West, along the North boundary of the Property as described in Deed Book 434, page 556, of the Public Records of Brevard County, Florida, a distance of 280.6 feet to the Easterly right of way line of State Road A1A (#3), thence North 1°34' West, along the Easterly right of way line of State Road A1A (#3) a distance of 600.3 feet; thence South 89°39' East along the North boundary line of the property as described in Deed Book 103, page 19 of the Public Records of Brevard County, Florida, a distance of 301.9 feet to the East line of Section 22; thence South 0°28' West along the East line of Section 22 a distance of 600.9 feet to the POINT OF BEGINNING.

LESS and EXCEPT that property conveyed to Brevard County by that certain Warranty Deed dated January 21, 1991 and described in Official Records Book 3110, page 2480 of the Public Records of Brevard County, Florida.

THE ABOVE LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at the southeast corner of Section 22, Township 23 South, Range 36 East, Brevard County, Florida; thence North 0°28' East along the East line of Section 22, a distance of 864.3 feet to a ½" rebar set and the POINT OF BEGINNING; thence North 89°28' West along the North boundary of the property as described in Deed Book 434, page 556, of the public records of Brevard County, Florida, a distance of 240.57 feet to a ½" rebar set on the easterly right of way line of State Road A1A (#3); thence North 1°34' West, along the easterly right of way line of State Road A1A (#3) a distance of 600.43 feet to a ½" rebar set; thence South 89°39' East along the North boundary of the property as described in Deed Book 103, page 19 of the public records of Brevard County, Florida, a distance of 261.88 feet to a ½" rebar set on the East line of Section 22; thence South 0°28' West along the East line of Section 22 a distance of 600.9 feet to the POINT OF BEGINNING.

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