

Prepared by: _____
Address: _____

BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this _____ day of _____, 20__ between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and ___Ranger Storage_____, a 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 has desires to develop the Property as _____
___RV/Boat Storage Facility _____, pursuant to the Brevard County Code, Section 62-1837.5 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 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. Recitals. The above recitals are true and correct and are incorporated into this Agreement by their reference.
2. 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.

3. Developer/Owner shall provide a vegetative buffer on the North side of the property substantially in accordance with Exhibit "B" attached hereto (the "Plan").
4. The perimeter facing exterior walls of the proposed buildings meet the requirements for the screening requirements set forth in Section 62-1837.5(10). Vinyl coated chain link fence may be used as perimeter fencing on the west, east and south property lines, but is not allowed along the north property line, where adjacent to residential properties.
5. The Developer/Owner shall limit ingress and egress to Freeman Lane.
6. The Developer/Owner shall limit uses to indoor RV and boat storage and those uses allowed in the BU1 zoning district.
7. 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.
8. 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.
9. 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 _____. In the event the subject Property is annexed into a municipality and rezoned, this Agreement shall be null and void.
10. 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.

11. 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.
12. 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.

IN WITNESS THEREOF, the parties hereto have caused these presents to be 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, FL 32940

Rachel M. Sadoff, Clerk of Court
(SEAL)

Rita Pritchett, Chair
As approved by the Board on _____

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

WITNESSES:

(INSERT BUSINESS NAME or INDIVIDUAL NAME(s))
as DEVELOPER/OWNER

(Witness Name typed or printed)

(Address)

(President)

(Witness Name typed or printed)

(Name typed, printed or stamped)

STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20____, by _____, President of _____, who is personally known to me or who has produced as identification.

My commission expires
SEAL
Commission No.:

Notary Public
(Name typed, printed or stamped)

EXHIBIT A

Lots 1 through 6, Block 20, plus the north 1/2 of the vacated streets on the south, Plat of Town of Pineda, according to the plat thereof, as recorded in Plat Book 1, Page 41, public records of Brevard County, Florida

And

Lots 7 through 16, Block 20, Plat of Town of Pineda, according to the plat thereof, as recorded in Plat Book 1, Page 41, public records of Brevard County, Florida

RANGER RV STORAGE

MELBOURNE, FLORIDA

DATE:

JANUARY 27, 2023

PREPARED FOR:

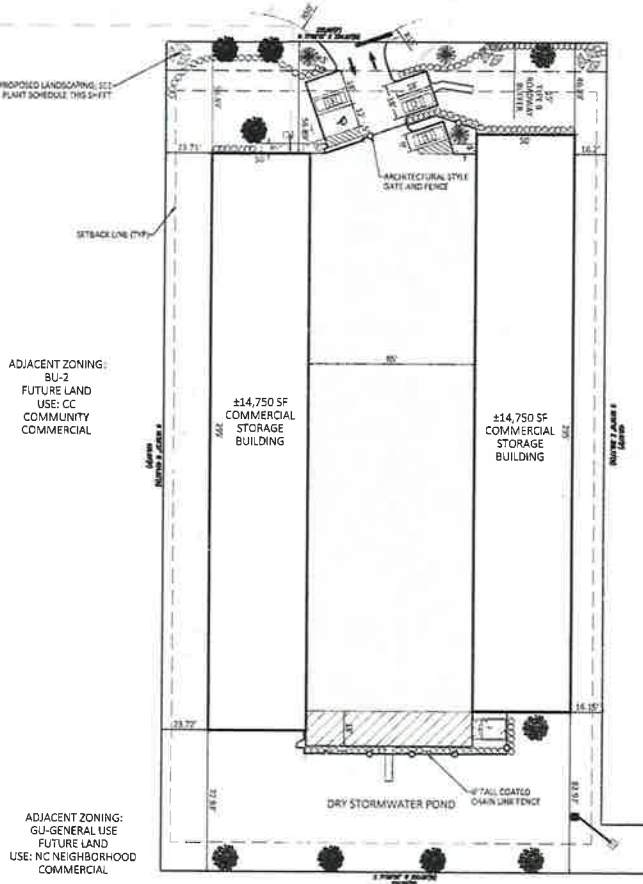
RANGER STORAGE, LLC

ADJACENT ZONING:
GU
FUTURE LAND
USE: NC
NEIGHBORHOOD
COMMERCIAL

SITE DATA:

EXHIBIT B

ADJACENT ZONING:
BU-2
FUTURE LAND
USE: CC
COMMUNITY
COMMERCIAL



PLANT SCHEDULE:

SYMBOL	QUANTITY	SPECIFICATIONS	COMMON NAME
	3	10' HT, 2" CALIPER MINIMUM 5' CLEAR TRUNK	LIVE OAK
	9	10' HT, 2" CALIPER	RED MAPLE
	3	10' HT CLEAR TRUNK	CARABAO PALM
	127	3 GAL (2' MIN HT, PLANT 3' O.C.)	SILVER BUTTONWOOD

GENERAL STATEMENT

THIS PROJECT CONSISTS OF TYPICAL SITE AMENITIES TO ACCOMMODATE TWO FULLY ENCLOSED REGULATORY VEHICLE STORAGE BUILDINGS. PROPOSED SITE IMPROVEMENTS INCLUDE A 6' TALL ARCHITECTURAL STYLE FENCE AND GATE ALONG THE NORTHERN ACCESS TO THE SITE AND ENHANCED LANDSCAPING ALONG THE NORTH PORTION OF THE SITE. COMMERCIAL PARKING SHALL BE PROVIDED BUT NO MORE THAN IS REQUIRED. CHAIN LINK SECURITY FENCING AND UNITS LANDSCAPING IS PROPOSED ON THE SOUTHERN PORTION AND SIDES OF THE PROPERTY, WHERE ADJACENT TO THE INDUSTRIAL USE TO THE SOUTH. LARGE REGIONAL STORMWATER POND TO THE EAST AND WOODEN STAKEWOOD VEHICLE PARKING YARD TO THE WEST. THIS PROPERTY HAS A PREVIOUSLY APPROVED BONDING DEVELOPMENT PLAN FOR A MAJOR PARKING YARD TO THE WEST. THE PREVIOUS APPROVAL INCLUDED STORAGE BUILDINGS LOCATED CLOSER TO THE RESIDENTIAL USE, A GREATER AMOUNT OF UNITS, A SECOND DRIVEWAY OFF FREEMAN LANE AND ALSO ALLOWED FOR OUTDOOR VEHICLE STORAGE, WHICH WE ARE NOT PROPOSING WITH THIS DESIGN AND AGREEMENT.

CONTACT INFORMATION

OWNER
RANGER STORAGE, LLC
DALE MARTIN
2201 ARRIVALS WAY
MELBOURNE, FL 32903

CIVIL ENGINEER
TRAUGER CONSULTING ENGINEERS
TIM TRAUGER
7220 FRONT STREET, SUITE 204
MELBOURNE, FL 32903
TEL: 321-282-0745
E-MAIL: JIM@TRAUGERCONSULTING.COM

SURVEYOR
KIRK SURVEYING, INC.
JOEL A. SEYMOUR, PLS
505 DISTRIBUTION DRIVE
MELBOURNE, FL 32904
TEL: 321-676-0427
FAX: 321-584-1448

SITE DATA

TOTAL LOT ACREAGE: 2.21 ACRES
FUTURE LAND USE: CC - COMMUNITY COMMERCIAL
CONV. CLASSIFICATION: BU-2, RETAIL, WAREHOUSING & WHOLESALE COMMERCIAL
F.I.R.M. #12090C0612H (1/29/2021) FLOOD ZONE X
F.I.D. #12090C0612H (1/29/2021) FLOOD ZONE X
TAX ACCOUNT NUMBER: 2901558

TOWNSHIP: 26
RANGE: 36
SECTION: 12

PROPOSED LOT COVERAGE	SF	ACR.	PERCENT
BUILDING COVERAGE	29,500	0.08	1.2
PROPOSED PAVEMENT	87,022	0.81	18%
PROPOSED PAVEMENT (CONCRETE AND ASPHALT)	33,649	0.16	7%
TOTAL COVERED AREA	96,171	2.11	25%

PARKING SPACE CALCULATIONS:
5 SPACES REQUIRED FOR SELF-STORAGE MINI-WAREHOUSE

TOTAL SPACES PROVIDED:
5 SPACES INCLUDING 1 HANDICAP PARKING SPACE

BUILDING DATA

MAXIMUM ALLOWED BUILDING HEIGHT PERMITTED: 6'0"
PROPOSED BUILDING HEIGHT: 6'0" SINGLE STORY

MAXIMUM ALLOWED FLOOR TO AREA RATIO (FAR) = 1.0
PROPOSED FAR = 29,500 SF / 96,171 SF = 0.31

SETBACKS	MINIMUM	PROPOSED
FRONT	25'	46.87'
SIDE (WEST)	5'	23.71'
SIDE (EAST - ROW)	5'	16.20'
REAR	15'	72.93'

ADJACENT ZONING: BU-2
FUTURE LAND USE: PUB
PUBLIC

SITE EXHIBIT B

RANGER RV STORAGE
MELBOURNE, FL
SITE EXHIBIT

DATE: 11-18-2022
SECTION: 12
TOWNSHIP: 26
RANGE: 36
SCALE: 1"=30'
DRAWING NO: EX-B
PROJECT: 22-138