

Prepared by: Richard L Powell  
Address: 4745 Ivan St, Cocoa, FL 32927

### **BINDING DEVELOPMENT PLAN**

THIS AGREEMENT, entered into this 10 day of JULY, 2018 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and Powell-Geary Services, LLC, a Florida 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 requested retention of the Planned Industrial Park (PIP) zoning classification (Sec. 62-1542) and desires to develop the Property as an office, warehouse and mini storage facility, 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. The Developer/Owner shall develop the property in accordance with Brevard County codes and guidelines for commercial property which abuts residential property to include a 25-foot setback/buffer along with a fence/wall in accordance with county approval along the east residential

property border. A concept illustration (Exhibit "B") is being provided to depict the planned structures consisting of mini self-storage buildings and a main building to use as offices, warehouses, and workshops. The self-storage buildings will be along the east side of the property and the main building on the west side to limit noise effect on the residential properties. Self-storage access hours of operation are envisioned as 8 AM to 8 PM and there will be provisions to prohibit operating repair shops out of the self-storage spaces. Lighting will be in accordance with county requirements and will be oriented to minimize effect on residential properties.

3. The Developer/Owner will be limited to the following land uses: Professional offices; mini-warehouses and self-storage mini-warehouses; workshops/hobby shops for wood working, welding, ceramics and pottery, upholstery, leather work, art work, antiques, photography; repair and storage of golf carts, bicycles, auto, lawn and farm equipment; plant nursery. Sales of goods such as ceramics, crafts, furniture, golf carts, lawn and farm equipment, plants, building material. Additional activities permitted inside the main building to include electrical appliance and lighting fixture repair, sharpening and grinding, welding, fabrication, sales, storage, ceramic productions and firing, office activities, repair and fabrication. Activities outside shall be limited to include, parking, automobile washing, picnic and playground, and plant nursery.

4. The Developer/Owner shall insure that no trucks more than six wheels will be parked or stored on the property and that no sludge, used drain field material, or any other un-authorized material is dumped on this site.

5. There appear to be gopher tortoise on the property which shall be protected, and an area reserved for them. Development shall minimize the removal of trees to only what is necessary and replant in accordance with county approval.

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 the Public Records of 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 Commissioners on 4/6/18. 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 may be amended.

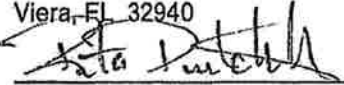
10. Conditions precedent. All mandatory conditions set forth in this Agreement mitigate the potential for incompatibility and must be satisfied before Developer/Owner may implement the approved use(s), unless stated otherwise. The failure to timely comply with any mandatory condition is a violation of this Agreement, constitutes a violation of the Zoning Classification and is subject to enforcement action as described in Paragraph 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:

  
Scott Ellis, Clerk  
(SEAL)

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

  
Rita Pritchett, Chair  
As approved by the Board on July 10, 2018

STATE OF FLORIDA  
COUNTY OF BREVARD  
This is to certify that the foregoing  
is a true and current copy of the original  
and official seal this 10 day of  
July 20 18  
SCOTT ELLIS, Clerk of Circuit Court  
D.C.

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

WITNESSES:

Cherronda J. Hitt  
Cherronda J. Hitt  
(Witness Name typed or printed)

D. Carias  
D. Carias  
(Witness Name typed or printed)

DEVELOPER/OWNER

R. L. Powell, Managing Member  
4745 Evan St, Cocoa, FL 32927  
(Address)

R. L. Powell, Managing Member  
(President)  
Richard L. Powell  
(Name typed, printed or stamped)

STATE OF FLORIDA §  
COUNTY OF LABADIA §

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
, 2012, by Richard L. Powell, President of D. Carias, who is personally  
known to me or who has produced FLD as identification.

My commission expires  
SEAL  
Commission No.:

D. Carias  
Notary Public  
D. CARIAS  
(Name typed, printed or stamped)

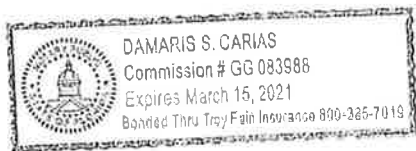


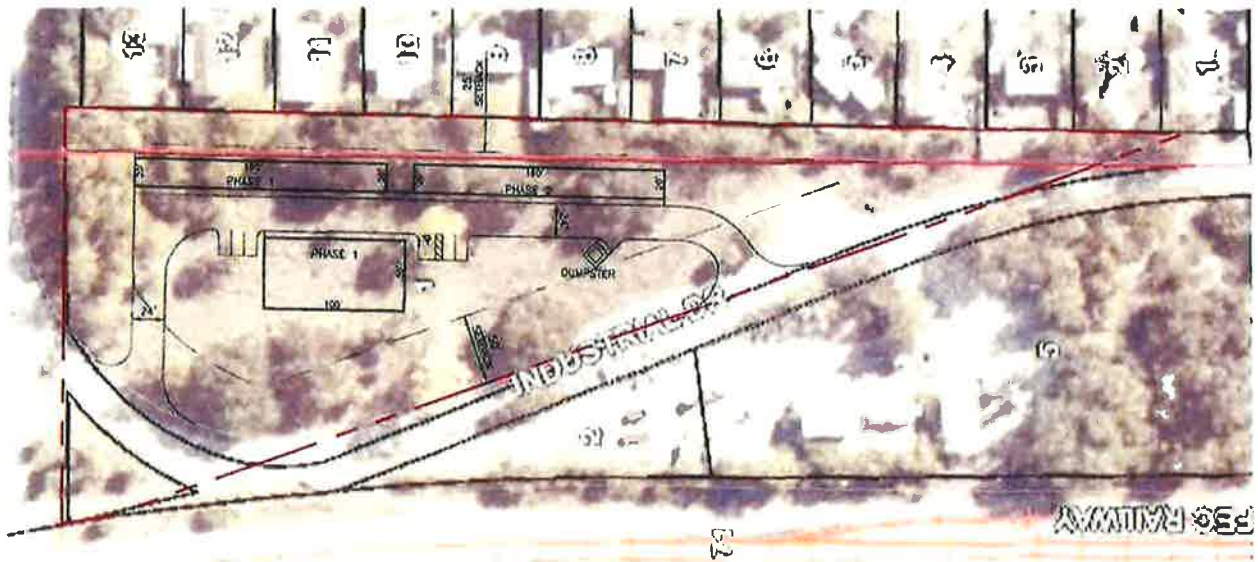
EXHIBIT 'A'  
File No. 17-6973

A parcel of land lying in the Northeast 1/4 of the Northeast 1/4 of Section 25, Township 23 South, Range 35 East, Brevard County, Florida, described as follows:

Commencing at the Northeast corner of Section 25, Township 23 South, Range 35 East; thence S 01 degrees 12'23" W., along the East line of said section 25, a distance of 430.75 feet to a point lying on the South right of way line of Broadway Boulevard as currently occupied and said point being the Point of Beginning of the land herein described; thence continue S 01 degrees 12'23" W., along said East line of Section 25, a distance of 806.72 feet to the intersection with the Easterly boundary line of a public road referred to in Official Records Book 2615, Page 0291, Deed Book 00, Page 287, Deed Book U, Page 104, and Deed Book E, Page 117, of the Public Records of Brevard County, Florida; thence N. 19 degrees, 23'57" W., along said boundary line, 821.79 feet to the intersection with the Easterly right of way line of the Florida East Coast Railway right of way and said right of way line being a circular curve, concave Westerly, having a radius of 2914.93 feet and to which point, a radial line bears N. 82 degrees 23'50" E., thence Northerly along said right of way line. Through a central angle of 00 degrees, 39'59" 33.90 feet to a point lying on the aforementioned South right of way line of Broadway Boulevard; thence S 89 degrees, 34'45" E., along said right of way line 294.63 feet to the point of beginning.

Less Rights of Ways.

Exhibit "B" Concept Illustration



CONCEPTUAL SITE PLAN  
1"=60'



60' 0' 60' 120'

2/23/18 CP-3

**CONSTRUCTION  
ENGINEERING  
GROUP**  
A DIVISION OF  
CONSTRUCTION GROUP, INC.  
CONSTRUCTION GROUP, INC.