

Meeting Date
8/23/16



AGENDA	
Section	CONSENT
Item No.	#, 0, 2,

**AGENDA REPORT**  
*BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS*

SUBJECT:	APPROVAL OF RESOLUTION FOR SALE OF COMMERCE PARK PROPERTY
DEPT/OFFICE:	ADMINISTRATIVE SERVICES / NORTH BREVARD ECONOMIC DEVELOPMENT ZONE

Requested Action:  
 The North Brevard Economic Development Zone (NBEDZ) requests that the Board of County Commissioners (BOCC) approve a resolution to permit the sale of land in the county-owned Spaceport Commerce Park to ACT II Technologies and to authorize the BOCC chairman to execute all documents in connection thereof.

Summary Explanation & Background:

ACT II Technologies (d/b/a Tango RE, LLC) is a closely-held firm owned by Craig and Mary Tafoya that manufactures equipment and components used to reclaim and conserve water. Using a closed loop remediation method, the company's patented equipment items allow for water purification and water reuse in toilets and irrigation systems, particularly in marine-based environments. The company posted sales last year approaching \$2.2 million.

The company started in Ft. Lauderdale, and has grown into a business employing approximately 10 people. It currently leases a 4,000 sq. ft. industrial building, but would like to expand into a facility owned by the company; that planned building would approximate 7,500 sq. ft., with plans to double that building footprint in the next few years. The expansion project would also permit the company to add more employees.

Given its interstate access, the company is desirous of purchasing a 3-acre lot in the county-owned Spaceport Commerce Park in Titusville. The NBEDZ, as the county's authorized agent for developing or inducing the development of lots within the park, has received an offer from the company to purchase the parcel for \$20,000.00 per acre. The NBEDZ board of directors approved this offer at its May 13<sup>th</sup> meeting.

Per Ordinance No. 2013-08, the NBEDZ is requesting that the Board of County Commissioners approve the sale as presented, and permit the real estate transaction to proceed. Since the project was brought to the NBEDZ by a realtor representing the buyer, a real estate transaction fee of \$3,600.00 would be due to Trafford Realty Company out of the proceeds of the sale.

**Fiscal Impact:** Net proceeds from the sale would be deposited in a NBEDZ account for use on park-related expenditures only, as per Ordinance No. 2013-08.

NBEDZ Staff Contact: [troy.post@brevardcounty.us](mailto:troy.post@brevardcounty.us), 321-264-6750

Clerk to the Board instruction: Need the adopted Resolution ASAP.

Exhibits Attached: RESOLUTION, Map of Spaceport Commerce Park with parcel in question highlighted in yellow

Contract /Agreement (If attached): Reviewed by County Attorney	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
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County Manager		Department Director / Extension
Stockton Whitten		



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

August 29, 2016

**M E M O R A N D U M**

**TO:** Troy Post, North Brevard Economic Development Zone Director

**RE:** Item II.D.2., Resolution for Sale of Spaceport Commerce Park (SCP) Property to Act II Technologies (d/b/a Tango RE, LLC)

**This is to correct the memo dated August 24, 2016.** The Board of County Commissioners, in regular session on **August 23**, 2016, adopted Resolution No. 16-125, and executed Contract for Sale and Purchase of Spaceport Commerce Park (SCP) to ACT II Technologies; and authorized the Chairman to execute all documents in connection thereof. Enclosed is a certified copy of the Resolution and fully-executed Contract.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/cm

Encls. (2)

cc: Contracts Administration  
Finance  
Budget

**RESOLUTION NO. 2016 - 125**

**RESOLUTION PERMITTING THE NORTH BREVARD ECONOMIC DEVELOPMENT ZONE (NBEDZ)  
TO EXECUTE A REAL ESTATE CONTRACT  
FOR SALE OF SPACEPORT COMMERCE PARK PROPERTY:**

WHEREAS, the Brevard County Board of Commissioners created the North Brevard Economic Development Zone (NBEDZ) Dependent Special District under the powers vested in the Board under Chapter 125, Florida Statutes, Chapter 189, Florida Statutes and section 200.065(1), Florida Statutes; and

WHEREAS, the Board approved Ordinance No. 2013-08, establishing the NBEDZ as the county's authorized agent for negotiating and executing contracts for the private sale or private lease of county-owned land within the boundaries of the Spaceport Commerce Park; and

WHEREAS, the NBEDZ board of directors, at its meeting held on May 13, 2016, and in accordance with Ordinance No. 2013-08, approved an offer to purchase from the company known as ACT II Technologies (d/b/a Tango RE, LLC) a three (3) acre lot within the Spaceport Commerce Park, said offer tendered at the price of \$20,000.00 per acre; and

WHEREAS, the NBEDZ believes that this project, with its stated plan to build a new 7,500 sq. ft. facility upon the lot and increase employment within the firm, will further assist the economic revival of an area adversely impacted by the end of NASA's Space Shuttle program; and

WHEREAS, the NBEDZ further believes that inducing this project through the sale of an industrially-zoned lot will aid in the future development of the additional lots in the Spaceport Commerce Park by evidencing the viability of this site location.

NOW, THEREFORE BE IT RESOLVED, THAT THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA does hereby agree to sell a three (3) acre parcel located in the Spaceport Commerce Park to Tango RE, LLC, at the offering price of \$20,000.00 per acre, and to empower its chairman to execute all necessary documents related to this real estate transaction.

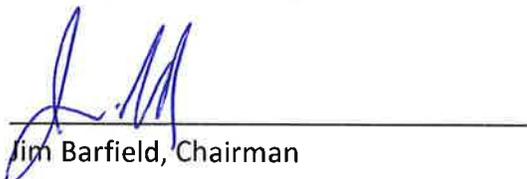
DONE, ORDERED, and ADOPTED, in regular session, this 23rd day of August, 2016.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA



Jim Barfield, Chairman

As approved by the Board on 8-23-2016

# CONTRACT FOR SALE AND PURCHASE

**Seller:** Board of County Commissioners, Brevard County, Florida  
2725 Judge Fran Jamieson Way, Viera, Florida, 32940

**Buyer:** Tango RE, LLC (Craig and Mary Tafoya)

**Legal description of property being transferred:** Three (3) acres contained within the Spaceport Commerce Park in Titusville, more particularly described in the attached EXHIBIT "A."

The transfer shall be made pursuant to the following terms and conditions and the Standards for Real Estate Transactions, on Page 2 of this contract.

**Purchase price:** \$60,000.00 (Sixty Thousand Dollars and No/100)

**Deposit:** \$6,000.00 (Six Thousand Dollars and No/100)

**Time for acceptance of offer; effective date; facsimile:** If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before August 31, 2016, the deposit(s) will be returned and this offer withdrawn. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed this offer. A facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as originals.

**Title evidence:** At least 15 days before closing date, \_\_\_ Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney or X Buyer may at Buyer's option obtain a: a) title search and/or b) title insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an owner's policy of title insurance.

**Closing Date:** This transaction shall be closed and the deed and other closing papers delivered within 45 days of the effective date of this contract, unless modified by other provisions of this Contract.

**Warranties and Brokers:** The following warranties are made and shall survive closing.

- SELLER warrants that there are no parties in occupancy other than Seller.
- SELLER hereby acknowledges that a licensed real estate broker or agent has presented this contract in behalf of the Buyer and Seller agrees to pay a real estate commission of \$3,600.00 to Trafford Realty Company, the real estate firm involved.

**Inspections:** The BUYER shall have sixty (60) days after the Brevard County Board of County Commissioners executes the contract within which to complete physical inspection and evaluation of the property for environmental, hazardous materials, suitability of the site, access, drainage and subsurface conditions. In the event a Phase I environmental assessment meeting ASTM standards is prepared and environmental issues objectionable to BUYER are detected, SELLER shall 1) take all steps necessary to remove BUYER'S objections prior to the expiration of the 60 day inspection period, if possible or 2) if acceptable to BUYER, SELLER shall allow an additional 90 days to provide adequate time to conduct a Phase II assessment meeting ASTM standards. If the Phase I assessment reveals contamination this agreement may be terminated by BUYER and BUYER may decline to allow SELLER to clean up or to proceed to a Phase II assessment. Likewise, if the Phase II assessment reveals contamination objectionable to BUYER, BUYER may terminate this agreement. Alternatively, BUYER may grant SELLER an additional 90 days to clean up the site after the Phase II assessment, but BUYER is not required to do so. SELLER shall allow the BUYER or its agents reasonable right of entry upon the property for inspection purposes. Before the expiration of the initial 60-day inspection period or the additional 90-day extension for a Phase II assessment, BUYER shall have the right to terminate this agreement with a full refund of any deposits, should the results of the inspection indicate the property cannot be used for its intended purpose or that mitigation of conditions would be required.

**Special Clauses:** X See attached addendum

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

  
Chairman

Date: August 23, 2016

As approved by the Board August 23, 2016

Approved as to form:

August 23, 2016

BUYER (Print Name): CRAG TAFUYA

Signature: Craig Tafuya for Tango RE

Social Security or Tax I.D.# 377 56 0592

Date: Aug 1, 2016

BUYER (Print Name): MARY TAFUYA

Signature: Mary Tafuya for Tango RE

Social Security or Tax I.D.#: 056 60 0864

Date: Aug 1, 2016

## STANDARDS FOR REAL ESTATE TRANSACTIONS

**A. EVIDENCE OF TITLE:** (Applicable in the event Buyer opts to obtain a title commitment). A title insurance commitment issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price insuring Buyer's title to the Real Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract and those which shall be discharged by Seller at or before closing. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications specified in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving evidence of title to examine it. If title is found defective, Buyer shall within 3 days thereafter, notify Seller in writing specifying defect(s). If the defect(s) render title unmarketable, Seller will have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within five (5) days after expiration of the thirty (30) day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall immediately be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) in the title within the time provided therefor. If Seller is unable to remove the defects within the times allowed therefor, Buyer shall either waive the defects or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligation under this Contract.

**B. SURVEY:** Seller, at Seller's expense, shall have the Real Property surveyed and certified by a registered Florida surveyor. If survey shows encroachment on Real Property or that improvements located on Real Property encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulation, the same shall constitute a title defect.

**C. TIME PERIOD:** Time is of the essence in this Contract.

**D. DOCUMENTS FOR CLOSING:** Seller shall furnish the deed, bill of sale, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish closing statement.

**E. EXPENSES:** Documentary stamps on the deed, if required, and recording of corrective instruments shall be paid by Seller. Buyer will pay for the cost of recording the deed.

**F. PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Buyer shall have the option of taking over any existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at closing shall be increased or decreased as may be required by prorations. Prorations will be made through day prior to occupancy if occupancy occurs before closing. Advance rent and security deposits will be credited to Buyer and escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. If there are completed improvements on the Real Property by January 1st of year of closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration available exemptions. Any tax proration based on an estimate shall, at request of either Buyer or Seller, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement.

**G. SPECIAL ASSESSMENT LIENS:** Certified, confirmed and ratified special assessment liens as of date of closing (not as of Effective Date) are to be paid by Seller. Pending liens as of date of closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at closing, be charged an amount equal to the last estimate of assessment for the improvement by the public body.

**H. PROCEEDS OF SALE; CLOSING PROCEDURE:** The deed shall be recorded upon clearance of funds. If abstract of title has been furnished, evidence of title shall be continued at Buyer's expense to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last evidence. Proceeds of the sale shall be held in escrow by Seller's attorney or by another mutually acceptable escrow agent for a period of not more than 5 days after closing date. If Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, all deposit(s) and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale. If Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale. The escrow and closing procedure required by this Standard shall be waived if title agent insures adverse matters pursuant to Section 627.7841, F.S. (1993), as amended.

**I. FAILURE OF PERFORMANCE:** If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach. In the event of any litigation arising out of this contract, each party shall bear its own attorney's fees and costs. The parties hereby agree to waive trial by jury.

**J. CONVEYANCE:** Seller shall convey title to the Real Property by County's deed.

**K. OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

## ADDENDUM TO CONTRACT FOR SALE AND PURCHASE

1. Buyer agrees to abide by all covenants and restrictions existing on the Spaceport Commerce Park for the development of the property more particularly identified under EXHIBIT "B."
2. Buyer further agrees to initiate upon the property the construction of a building approximating 7,500 sq. ft. within two (2) years of title conveyance from Seller to Buyer. Failure to proceed with the construction of the 7,500 sq. ft. building, as evidenced by receipt of a building permit from the City of Titusville and the pouring upon the property of a concrete foundation equal to the building footprint specified above within said two (2) year period shall entitle the Seller to the right to re-acquire the property at the same consideration paid by Buyer, as described under the "Purchase Price" section of the contract.

Buyer's Signatures:



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**Brevard County Property Appraiser**

Government Complex • North

400 South Street • Titusville, FL 32796

Phone: (321) 264-6700

<https://www.bcpao.us>**Property Information****Account #: 2300576**

Owners Brevard County  
 Site Address Not Assigned  
 Mailing Address C/O Asset Management Titusville FI 32780  
 Parcel ID 23 3504-NN-C.1  
 Property Use 8020 - County Owned Land - Vacant (That Does Not Qualif  
 Exemptions EXCO - County Owned Property  
 Taxing District 14A0 - Titusville  
 Subdivision Enterprise Park

**Value Summary Information**

Value Category	2015	2014	2013
Total Market Value	\$39,210	\$39,210	\$39,210
Agricultural Market Value	\$0	\$0	\$0
Assessed Value Non-School	\$39,210	\$39,210	\$39,210
Assessed Value School	\$39,210	\$39,210	\$39,210
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$39,210	\$39,210	\$39,210
Taxable Value Non-School	\$0	\$0	\$0
Taxable Value School	\$0	\$0	\$0

**Sales History Information**

Sale Date	Sale Price	Deed Type	Vacant/Improved	Book/Page
11/01/1994	\$65,000	07	True	3435/4489
06/22/1989	\$72,700	CD	False	3003/3996

**Building Information**

No Data Found

**Land Information**

Total Acres 3.00  
 Site Code 0001 - No Other Code Appl.  
 Plat Book/Page 0032/0074  
 Description Enterprise Park Part Of Tract C As Desc In Orb 3003 Pg 3996