



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.2.

8/2/2022

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### Subject:

Approval of Resolution and Real Estate Contract for Sale of Property In County-Owned Commerce Park in Titusville

### Fiscal Impact:

Net proceeds from the sale would be deposited into a North Brevard Economic Development Zone account for use on park-related expenditures only, as per Ordinance No. 2013-08.

### Dept/Office:

Management Services & Community Services/County Manager's Office

### Requested Action:

The North Brevard Economic Development Zone formally requests that the Board of County Commissioners approve a Resolution and Real Estate Contract permitting the sale of approximately 2.7 acres of land in the county-owned Spaceport Commerce Park in Titusville for \$121,500.00 (or \$45,000.00 per acre) to the company known as Scientific Lightning Solutions, Limited Liability Company, and authorize the Board of County Commissioners Chair to execute all documents in connection thereof.

### Summary Explanation and Background:

Scientific Lightning Solutions, LLC is a manufacturing and engineering company that designs and produces lightning detection and surveillance equipment and sensors for commercial and industrial customers; the company also provides products for use by firms in the aerospace industry, particularly those involved in launch control systems.

Over the last few years, Scientific Lightning Solutions' customer base has grown enough to justify a larger manufacturing and R&D facility. It currently leases nearly 5,000 square feet in a multi-tenant industrial complex in Titusville. The company has identified a lot in the Spaceport Commerce Park in Titusville as a suitable location for the construction of a 10,000 to 15,000 square foot (approximately) building, one that is expected to house a workforce of 15 people, with an average annual wage of \$60,000.00.

The North Brevard Economic Development Zone, acting as the County's authorized agent for developing and/or inducing the development of lots within that county-owned business park, formally received and reviewed the company's offer to purchase the land. The North Brevard Economic Development Zone approved a purchase offer from the company for \$45,000 an acre at its October 8, 2021, board of directors' meeting. The North Brevard Economic Development Zone requests that the Board of County Commissioners approve the sale as presented, and permit the real estate transaction to go forward, per Ordinance No. 2013-08.

### Clerk to the Board Instructions:

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F.2.

8/2/2022

Provide signed copy of adopted resolution and real estate contract to the County Attorney's Office and the North Brevard Economic Development Zone.



August 3, 2022

**MEMORANDUM**

**TO:** Christine Schverak, Interim County Attorney

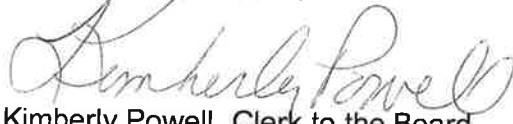
**RE:** Item F.2., Resolution and Real Estate Contract for Sale of Property in County-Owned Commerce Park in Titusville

The Board of County Commissioners, in regular session on August 2, 2022, approved and adopted Resolution No. 22-070; approved and executed Real Estate Contract with Scientific Lightning Solutions, Limited Liability Company, permitting the sale of approximately 2.7 acres of land in the County-owned Spaceport Commerce Park in Titusville for \$121,500 (or \$45,000 per acre) to the company known as Scientific Lightning Solutions, Limited Liability Company; and authorized the Chair to execute all documents in connection thereof. Enclosed are two fully-executed Resolutions and two fully-executed Contracts.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK

  
Kimberly Powell, Clerk to the Board

Encls. (4)

/tr

cc: County Manager  
NBEDZ Execute Director  
Finance  
Budget

## CONTRACT FOR SALE AND PURCHASE

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

**Buyer:** Scientific Lightning Solutions, LLC, a Delaware limited liability company  
1419 Chaffee Drive, Unit 1, Titusville, Florida 32780

**Legal description of property being transferred:** A parcel containing approximately 2.7 acres (more or less), and located within Parcel "E" of the Enterprise Park Plat, recorded at Brevard County Official Plat Records Book 32, Page 74, more particularly described in Exhibit "A" attached hereto and incorporated herein, with the final legal description to be based upon a survey of the exact parcel completed and approved by Seller and Buyer prior to the expiration of the Inspection Period (hereinafter the "Property"), as more particularly provided for in Addendum 1, Section B.

**Terms:** Seller agrees to sell, and Buyer agrees to purchase the Property pursuant to the terms and conditions set forth in this Contract for Sale and Purchase, Addendum 1 (Standards for Real Estate Transactions), Addendum 2, Exhibit "A" Legal Description, and Exhibit "B" Restrictive Covenants.

**Purchase price:** \$ 45,000 (Forty-Five Thousand Dollars and no/100) per acre for a total price to be determined based upon the acreage determined by a survey of the Property prior to closing.

**Deposit:** \$ 3,000.00 (Three Thousand Dollars and no/100) to be paid by Buyer to Dean Mead et al. to be held in escrow and disbursed pursuant to the terms hereof.

*August 31*  
**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 July 31, 2022, the deposit(s) shall, at Seller's or Buyer's option, 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 as indicated herein. An electronic copy of this Contract and any signatures hereon shall be considered for all purposes as originals.

**Title evidence:** During the Inspection Period, Buyer may at Buyer's option obtain 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. See Addendum 1, Standards of Real Estate Transactions (A) for additional requirements.

**Closing Date:** This transaction shall be closed and the deed and other closing papers delivered within 90 days of the Effective Date of this Contract, unless modified or extended by other provisions contained in this Contract (hereinafter the "Closing" or "Closing Date").

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

- a. SELLER warrants that there are no parties in occupancy other than SELLER.
- b. BUYER hereby acknowledges that no real estate broker or agent has been involved as a representative of the BUYER, and that no real estate commission fee is due from SELLER. BUYER warrants that the person signing this Contract on behalf of BUYER has all necessary authority to sign and bind BUYER.
- c. BUYER is a limited liability company duly organized, validly existing and in good standing under the laws of the state of its formation. BUYER's representatives are duly authorized and have the legal right, power and authority to enter into this Contract for Sale and Purchase, and to perform all of its obligations hereunder. The BUYER's performance under this Contract will not conflict with, or result in a breach of, any of the terms, conditions and provisions of its limited liability company operating agreement, or of any law, statute, rule, regulation, order, judgment, writ, injunction or decree of any court or governmental instrumentality, or any contract, agreement or instrument to which BUYER is a party or by which is bound.
- d. The provisions of this warranty section shall survive the Closing Date.

**Inspections:** The BUYER shall have 60 days after written notice to Buyer that the Brevard County Board of County Commissioners has executed the contract within which to complete physical inspection and evaluation of the property for environmental, hazardous materials, suitability for development, access, drainage and subsurface conditions (hereinafter the "Inspection Period"). 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 objectionable to Buyer for any reason 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 inspections be objectionable to Buyer for any reason whatsoever. If clean up after a Phase II assessment is attempted but unacceptable to BUYER, in BUYER's sole and absolute discretion, the BUYER shall have the right to termination of this Contract and receive a full refund of its deposit.

**Special Clauses:**       X   See attached Addendum 1, Standards for Real Estate Contract, and Addendum 2.

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed by their duly authorized representatives.

**BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA**

BY: 

Kristine Zonka, Chair

Date: August 2, 2022

As Approved by the Board: 8/2/2022

Approved As to Legal Form & Content:



Asst. County Attorney

ATTEST:

  
Rachel Sadoff, Clerk

**BUYER: Scientific Lightning Solutions, LLC, a Delaware limited liability company**  
Tax Identification Number: 47-2306170

Date: 5/20/22

By: 

Jennifer A. Morgan

Its: President and Manager

Signed by Witness: Archie M Cassella

Archie M Cassella

Print Name of Witness

Date: 5/24/22

Date: 5/20/22

By: 

Mark Morgan

Its: Secretary, Treasurer & Manager

Signed by Witness: Archie M Cassella

Archie M Cassella

Print Name of Witness

Date: 5/20/22

## **ADDENDUM 1 - 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 10 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). 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 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, covenants or applicable governmental regulation, the same shall constitute a title defect.
- C. TIME PERIOD:** Time is of the essence in this Contract. Calendar days shall be used in computing time periods. Any time period provided for in this Contract that shall end or occur on a Saturday, Sunday, or a national legal holiday (5 U.S.C. 6103) shall extend to 5:00pm (where the property is located) of the next business day.
- D. DOCUMENTS FOR CLOSING:** Seller shall furnish, as applicable, 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 the closing statement.
- E. EXPENSES:** Seller shall pay any recording of corrective instruments. Buyer will pay for the cost of recording the deed, documentary stamps on the deed, any costs associated with the title insurance or property lien searches, and any settlement or closing fee.
- F. PRORATIONS; CREDITS:** THERE IS NO TAX PRORATION ON THIS PROPERTY.
- 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 title 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 five (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 five (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, Florida Statutes (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 AGREE TO A WAIVER OF ANY RIGHT TO JURY TRIAL AND THAT ANY TRIAL SHALL BE NON-JURY.**

**J. CONVEYANCE:** Seller shall convey title to the Real Property by County's deed, and shall state that the conveyance includes all interests in subsurface phosphate, minerals, metals and petroleum pursuant to section 270.11(3), Florida Statutes, as amended.

**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.

**L. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation or litigation, shall lie in Brevard County, Florida.

**M. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller shall, upon reasonable notice, provide access to Property for appraisals, inspections, and walk-throughs prior to Closing.




## **ADDENDUM 2 TO CONTRACT FOR SALE AND PURCHASE**

1. BUYER shall purchase the property in AS-IS condition. BUYER ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS ACCEPTED BY BUYER IN ITS PRESENT CONDITION AS IS, WHERE IS, AND WITH ALL FAULTS, AND THAT NO PATENT OR LATENT PHYSICAL CONDITIONS, WHETHER OR NOT KNOWN OR DISCOVERED, SHALL AFFECT THE RIGHTS OF EITHER PARTY HERETO.
2. BUYER agrees to abide by all covenants and restrictions existing on the Spaceport Commerce Park for the development of the property in the Official Records Book (ORB) of Brevard County, Florida, including but not limited to those at ORB 2460, page 2995-3008; ORB 2508, Page 2917; ORB 6395, Page 2380, and Plat Book 32, Page 74, also more particularly identified under Exhibit "B."
3. BUYER shall have no right to assign this Agreement without SELLER's prior written consent, which consent may be granted or withheld in SELLER's sole discretion. Except as provided below, BUYER shall have no right to assign this Contract without SELLER's prior written consent, which consent may be granted or withheld in SELLER's sole discretion. Notwithstanding anything stated to the contrary hereinabove, BUYER shall have the right prior to closing, without the prior written consent of SELLER, to assign the rights and duties of the Contract on a one-time basis to a newly created Florida business entity, which shall (A) Control, (B) be under the Control of, or (C) be under common Control with BUYER. "Control" (including with correlative meanings, such as "Controlling," "Controlled by" and "under common Control with") means, as applied to any entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and operations of such entity, whether through the ownership of voting securities or other ownership interests, by contract or otherwise.
4. BUYER further agrees to initiate upon the property the construction of a building a minimum of 10,000 square feet within two (2) years of transfer of title from SELLER to BUYER. Failure to proceed with the construction of the 10,000 square foot 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 reacquire the property at the same consideration paid by BUYER.
5. BUYER and SELLER agree the Parties intent is that the property transferred in the location shown at Exhibit "A" be a parcel approximately 2.7 acres. The purchase price shall be adjusted at closing depending on the exact acreage shown by boundary survey based on a value of \$45,000.00 (Forty-Five Thousand Dollars and no/100) per acre.
6. PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

7. **DISCLOSURES:** (a) SELLER extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical conditions or history of the Property; (b) SELLER has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation; (c) SELLER has no knowledge of any improvements to the property (property is vacant land).

**BUYER's Initials, Acknowledging and Agreeing to Addendum:**

**Scientific Lightning Solutions, LLC a Delaware limited liability company**

By:   
Jennifer Morgan  
President & Manager


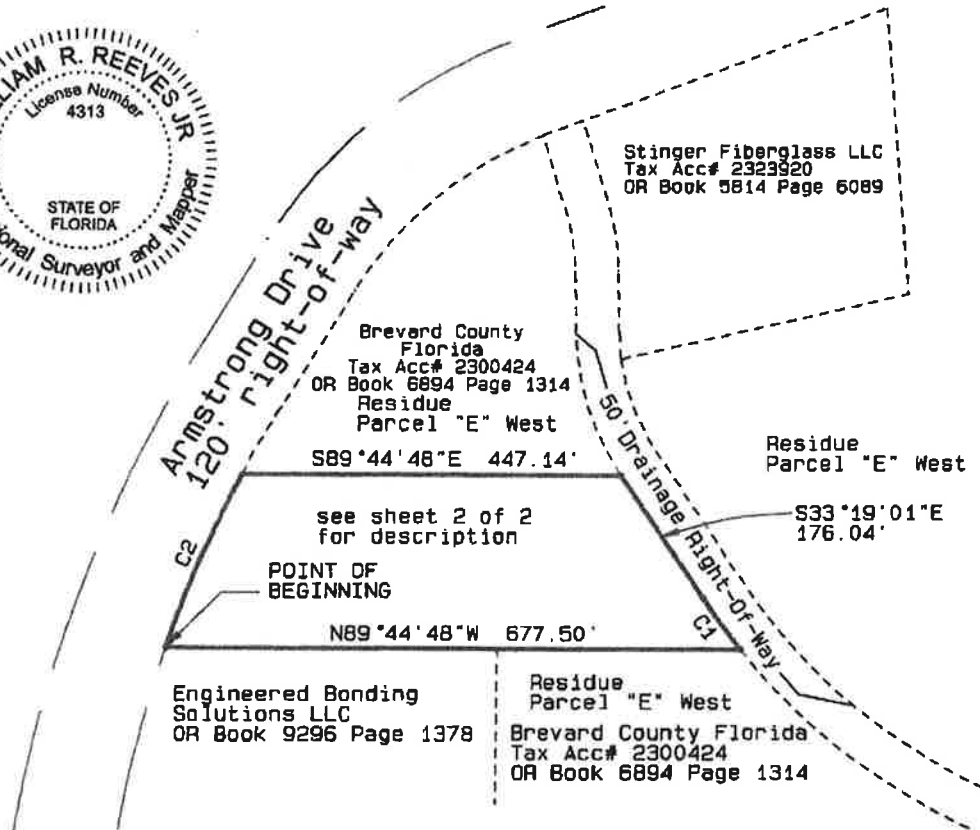
By:   
Mark Morgan  
Secretary, Treasurer, & Manager

EXHIBIT "A"

*This is not a survey and is not valid without signature, seal and sheet 2 of 2*



CURVE	ARC	RADIUS	DELTA	CHORD BEARING	CHORD
C1	76.59'	775.00'	5°39'44"	S36°08'53"E	76.56'
C2	226.20'	1442.72'	8°58'59"	N23°03'37"E	225.97'

**SURVEYOR'S STATEMENT**

The seal appearing on this sketch & description was authorized by William R. Reeves, Jr., LS#4313 on January 28, 2022, and conforms to the Standard of Practice for professional surveyors and mappers as outlined in Chapter 5J-17 F.A.C.

**SKETCH & DESCRIPTION**  
**PART OF PARCEL "E" WEST**  
**SECTION 4 TOWNSHIP 23 SOUTH RANGE 35 EAST**  
**BREVARD COUNTY, FLORIDA**  
**SHEET 1 OF 2**  
**FOR: NORTH BREVARD ECONOMIC DEVELOPMENT ZONE**

GRAPHIC SCALE 1"=200'



**Coast&Inland SURVEY**  
 918 S WASHINGTON AVE  
 TITUSVILLE FL 32780  
 LIC. NO. LB8144

*This is not a survey and is not valid without signature, seal and sheet 1 of 2*

## DESCRIPTION

A parcel of land in Section 4, Township 23 South, Range 35 East, Brevard County, Florida and being a Part of Parcel "E" West, described in OR Book 6894 Page 1314 and is in fact a portion of Parcel E, Enterprise Park according the Plat thereof recorded in Plat Book 32 Page 74 in the Public Records of Brevard County, Florida, described as follows:

Bearings are based on the westerly right-of-way of Armstrong Drive as indicated on the aforesaid Plat of Enterprise Park.

Beginning at the Northeast Corner of a Parcel of Land described in OR Book 9296 Page 1378, a point on the easterly right-of-way of Armstrong Drive and run northerly along said right-of-way and a curve concave to the East 226.20 feet, radius 1442.72 feet, chord North 23°03'37" East 225.97 feet to a point; thence leaving said right-of-way, South 89°44'48" East 447.14 feet to a point on the westerly side of a 50 foot drainage right-of-way; thence with said right-of-way, South 33°19'01" East 176.04 feet to a point; thence continue along said right-of-way and a curve concave to the East, 76.59 feet, radius 775.00 feet, chord South 36°08'53" East 76.56 feet to a point; thence leaving said right-of-way, North 89°44'48" West 677.50 feet to the Point of Beginning and containing 2.70 Acres.



918 S WASHINGTON AVE  
TITUSVILLE FL 32780  
LIC. NO. LB8144

SKETCH & DESCRIPTION  
PART OF PARCEL "E" WEST  
SECTION 4 TOWNSHIP 23 SOUTH RANGE 35 EAST  
BREVARD COUNTY, FLORIDA  
SHEET 2 OF 2  
FOR: NORTH BREVARD ECONOMIC DEVELOPMENT ZONE

EXHIBIT "B"

**Modifications of Restrictive Covenants for the area**  
**Platted as Enterprise Park and also known as Gateway Industrial**  
**Park and now known as Spaceport Commerce Park**

The Board of County Commissioners of Brevard County, Florida is the owner, (hereinafter referred to as "Owner") of certain real property located within the plat at Plat Book 32, Page 74 entitled Enterprise Park formerly known as Gateway Center Industrial Park and now known as Spaceport Commerce Park and hereinafter referred to as the "Property".

**WHEREAS**, Brevard County, Florida as the owner of the platted property imposed at said Official Records Book 2460, Page 2995 "Restrictive Covenants Gateway Center Industrial Park" amended at Official Records Book 2508, Page 2917; and

**WHEREAS**, the Owner desires to amend the restrictions upon the use and development of the Property located within Spaceport Commerce Park formally known as Enterprise Park and Gateway Center Industrial Park for the mutual benefit and protection of itself and the persons who may hereafter purchase and/or lease the said Property or any portion thereof; and

**NOW, THEREFORE**, the Owner does hereby declare the Property contained in the Enterprise Park at Plat Book 32, Page 74 also known as Gateway Center Industrial Park and (hereinafter Spaceport Commerce Park) to be subject to the following conditions, restrictions, standards, and reservations binding upon every person or corporation who shall hereafter become the purchaser or lessee of the said Property therein:

1. **Use**: The use policy for the Property within the Spaceport Commerce Park shall be for light, high technology industrial and related commercial and office operations, where such uses exhibit only those operational characteristics having low nuisance values with respect to dust, smoke, odors, gases, noise, fumes, heat, vibration and other traits associated with light, high technology industrial and related commercial and office operations. The specific uses identified below are allowed:

**Permitted Principal Uses: Light High Technology**

- (a.) Wholesaling distribution centers and associated warehousing and storage.**
- (b.) Research and design laboratories.**
- (c.) Exhibition and nonretail showroom centers/ trade or convention centers.**
- (d.) Manufacturing including manufacturing, compounding, processing, packaging, storage, treatment or assembly of products utilizing preprocessed materials within a structure that does not require exterior storage.**
- (e.) Technology and research centers including fabrication or production of technical/ scientific products and materials within an enclosed structure.**
- (f.) Printing, publishing or similar establishments.**
- (g.) Service establishments catering to commerce and industry including but not limited to restaurants, coffee shops and cafeterias, outlets for business supplies, sales of prescriptions and personal care products, newsstands and similar establishments.**
- (h.) Business and professional offices.**
- (i.) Vocational, technical, trade or industrial schools and similar uses.**
- (j.) Freight movers.**
- (k.) Medical clinic in connection with industrial activity.**
- (l.) Packaging and delivery express service.**
- (m.) Employee credit unions.**
- (n.) Retail sales incidental to manufacturing or product floor area. Such retail sales shall be located within the principal buildings.**
- (o.) Heliports or landing pads.**

**Accessory Use:**

- (a.) Uses and structures which are on the same lot and of a nature customarily incidental and subordinate to the principal building structure or use.
- (b.) Uses and structures which are in keeping with the character of the district.
- (c.) No residential facilities shall be permitted except for watchmen or caretakers whose work requires residence on the premises or for employees who will be temporarily quartered on the premises.

**Conditional Use:**

- (a.) Child care facility.

(1.) No certificate of occupancy shall be issued until a license has first been obtained from the state department of health and rehabilitative services and any other permitting agency as required by law including the provisions of these regulations.

(2.) A landscape buffer in accordance with Section 35-38 shall be required on nonstreet property lines.

(3.) Such facility shall provide a passenger dropoff zone adjacent to the facility providing clear ingress and egress from parking and other areas.

(4.) All structures, playgrounds, and outdoor recreation areas be setback minimum of fifty (50) feet from any abutting residential zoning district or residential use.

(b.) Motion pictures, radio and television broadcasting facilities and transmission towers.

(1.) Towers shall be located on the site so as to provide a minimum distance equal to the height of the tower front all property lines.

(c.) Multi-use buildings consisting of two or more permitted and/or conditional uses.

(d.) Health studio spa and similar establishments.

(e.) Banks and financial institutions (with drive-in facilities).

(1.) Each drive-in stacking lane must be clearly defined and designed as to not conflict or interfere with other traffic utilizing the site.

(2.) A bypass lane shall be provided if one way traffic flow pattern is utilized.

Prohibited uses shall include churches, K-12 private or public schools, and other schools unrelated to manufacturing and "high tech" industries. In no way shall this use policy be construed to imply the Property can be used for heavy manufacturing, hotel or motel, establishments serving food or beverages for the employees or guests of the facility. The latter may be permitted where the establishment is part of a light, high technology industrial and related commercial or office operation functioning as a company cafeteria, lunch room, day care, etc. solely for the use of its employees and guests. The Owner, its successors or assigns, shall not be obligated to grant their consent to any industrial, commercial or office use, and shall have the right, as a condition to any consent, to impose limitations and requirements as it may deem to be in the best interests of the area and to the objectives of the Spaceport Commerce Park. Any consent may be revoked if at any time a consented use is found to be inconsistent with the use policy as stated herein, and/or is found to be an unreasonable and uncorrectable nuisance in spite of limitations or requirements.

Anything herein to the contrary notwithstanding, this amendment shall only apply to those properties located within the Plat of Enterprise Park recorded in Plat Book 32, Page 74, Public Records of Brevard County, Florida. Should additional properties outside the Plat of Enterprise Park be encumbered by the initial restrictions to Spaceport Commerce Park f/k/a Gateway Central Industrial Park f/k/a Enterprise Park recorded in Official Records Book 2460, Page 2295, Public Records of Brevard County,



Florida, this amendment shall not apply to such property. In addition, one property owner within the Spaceport Commerce Park had an existing daycare use not included within this paragraph 1 as a permitted use on the date of recording this amendment. That parcel with a partial inconsistent use is identified at Official Records Book 5996, Page 1770. The inconsistent or nonconforming use is located on 3600 square feet out of 14,000 square feet shall be entitled to continue to have such uses upon the property, for as long as that use shall be continuously maintained and is not abandoned for more than one year.

2. **Review:** The Owner sells or leases the Property subject to the expressed condition that the purchaser or tenant shall assure that any future user purchasing, leasing, or subleasing the Property from the purchaser or tenant shall meet the use restrictions set forth in paragraph 1. Use: of the Restrictive Covenants. Such assurance shall take the form of a clause in the lease instrument of deed requiring compliance. The lease instrument or deed shall be submitted to the Spaceport Commerce Park Authority, or its successors or assigns, prior to sale, lease or sublease of the Property so that the Spaceport Commerce Park Authority may verify the imposition of such condition and restriction.

The Board of County Commissioners, through the Spaceport Commerce Park Authority, shall have the right to approve the intended use of such subsequent owner or tenant, which approval will be based on the permitted uses described in the Restrictive Covenants. The intended use will be deemed approved if not rejected in writing within ten (10) days of the request for approval.

3. **Limitations:** No illegal trade, business or activity shall be permitted on the said Property. No operations shall be conducted on said Property which will cause an emission of offensive dust, smoke, odors, gases, noise, fumes, heat vibrations or other industrial traits which may be or become a nuisance or an unreasonable annoyance to other property within the Spaceport Commerce Park, except for temporary periods of construction and repairs of buildings, parking areas and other improvements.

4. **Lot Restrictions:** The minimum size of a lot shall be two and one-half (2½ ) acres. However, minimum lot sizes shall be subject to reduction to not less than one (1) acre lots in forty percent (40%) of the platted area of Enterprise Park, now known as Spaceport Commerce Park; no more than one hundred thirty and a half (130.5) acres may be reduced to less than two and a half (2.5) acre lots. In addition, no lot abutting Shepherd Drive shall be less than 2 ½ acres in size. Structural coverage, including outside storage areas, shall not exceed fifty (50) percent of the lot.

5. **Building Material and Architectural Standards:** No wooden frame, metal or pre-engineered metal buildings shall be constructed or placed on the property. No building shall have a metal roof without written permission of the Owner. Metal or pre-engineered metal buildings may be considered as viable construction alternatives if such buildings are designed with a façade that completely disguises the metal construction characteristics of the building's front and the first twenty-five (25) feet of each side. The Owner reserves the right to reject any architectural design if so recommended by the Spaceport Commerce Park Authority. Except for metal or pre-engineered metal buildings as provided for herein, all exterior walls of buildings shall be of exposed, concrete-aggregate, stucco, glass, terrazzo, natural stone, brick, or wood siding. All buildings shall be finished by painting, staining or other processes. An Architectural Elevations and Building Materials Statement shall be submitted to the Spaceport Commerce Park Authority.

6. **Signs and Lighting:** No lighted signs with neon lights, intermittent, or flashing lights or LED lights shall be allowed.

7. **Utilities:** The Purchaser or Lessee shall make arrangements with applicable utility providers for securing electrical and telephone services to said property.

8. **Water and Sanitary Sewer Systems and Solid Waste:** Water Distribution lines are located in easements or street rights-of-way. The Purchaser or Lessee shall be responsible for constructing water line extensions to the building site. The Purchaser or Lessee shall be required to obtain approval (permits) from the City of Titusville.

The Purchaser or Lessee shall be responsible for the design and construction of sanitary sewer extensions to the building site from the existing sanitary sewer system, designed to collect effluents at the property line. The Purchaser or Lessee shall be responsible for obtaining permit approval from the City of Titusville and The State of Florida Department of Environmental Protection for the construction of sanitary sewer extensions. Special requirements may be imposed on the industrial user to limit or control problems which could occur at the treatment site as a result of heavily loaded industrial waste discharge. The State of Florida Department of Environmental Protection shall govern the quality of sewage discharge of the Purchaser or Lessee. No septic tanks shall be used for the treatment of industrial effluent.

9. **Maintenance:** The Purchaser or Lessee of any lot shall at all times keep the premises, buildings, and improvements in a safe and clean condition, and comply in all respects with government health and policy requirements. All landscaping and exterior portions of structures shall be maintained in order to keep an attractive appearance.

10. **Waiver:** The Owner, its successors or assigns, shall have the right in writing to waive minor variances of any of the restrictions or requirements herein set forth.

11. **Enforcement of Restrictive Covenants:** These restrictive covenants herein are made for the benefit of the Owner, its successors or assigns, and all persons who shall hereafter occupy the Property as Purchasers or Lessees to the Owner. Any person or persons for whose benefit these covenants have been made may pursue any suit or action necessary to enforce them for breach or refusal to conform to the specific requirements thereof or any action lawfully taken thereunder, or to seek injunctive relief or enforcement of assessments or damages, as the case may be, in any court of competent jurisdiction.

12. **Invalidation and Termination:** Invalidation of any restrictive covenant shall not affect the validity of any other covenant, but the same shall remain in full force and effect.

Any covenant herein above may be altered or rescinded by the recording of a document among the Public Records of Brevard County, Florida, and signed by the Owner, together with other Purchasers or Lessees owning and controlling three-fourths in area of the property within the Spaceport Commerce Park.

13. The Owner, its successors or assigns, shall adhere to all applicable local, state and federal laws.

14. Attorneys Fees In any suit to enforce the Restrictive Covenants, each party shall bear its own attorneys fees.

IN WITNESS WHEREOF, the Owner has executed these Covenants and Restrictions by the undersigned executive officer, and has caused its seal to be affixed, attested by its undersigned Clerk, all pursuant to lawful authority, as of the 3 day of August, 2010.

ATTEST:

STATE OF FLORIDA BOARD OF COUNTY COMMISSIONERS  
COUNTY OF BREVARD COUNTY OF BREVARD COUNTY, FLORIDA

This is to certify that the foregoing is a true and correct copy of the original and current copy of the Restrictive Covenants, as approved by the Board on: AUG 03 2010

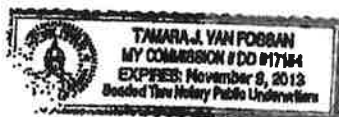
Scott Ellis, Clerk

STATE OF FLORIDA §  
COUNTY OF BREVARD §

SCOTT ELLIS  
Clerk Circuit Court  
BY \_\_\_\_\_ D.C.

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared MARY BOLIN and SCOTT ELLIS, to me known and known to be the person(s) described in and who executed the foregoing Restrictive Covenants as CHAIRMAN and CLERK, respectively, of the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said Board.

WITNESS my hand and official seal in the State and County last aforesaid this 3 day of Aug 2010.



Tamara J. Van Fossan  
Notary Public Tamara J. Van Fossan

Advanced Electrical Installations, Inc.

WITNESS

Matthew E. Gass, President  
Owner of 2.74 acres or \_\_\_\_% of platted  
area.

(Print or Type Name)

STATE OF FLORIDA §  
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010  
by \_\_\_\_\_ who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who did/did not take an oath.

NOTARY PUBLIC

Type or Print Name

Commission No.:

Commission Expires:

City of Titusville

Debra S. Denman  
Debra S. Denman  
witness

Wanda F. Wells  
WITNESS

Wanda F. Wells  
(Print or Type Name)

STATE OF FLORIDA §  
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 24 day of August, 2010  
by Mark Ryan who is personally known to me or who has produced  
personally known as identification and who did/did not take an oath.

Debra S. Denman  
NOTARY PUBLIC

Debra S. Denman

Type or Print Name

Commission No.: DD811610

Commission Expires: Aug. 4, 2012



WITNESS Jahn H. E. [Signature]  
(Print or Type Name)

WITNESS Brittany Ray  
(Print or Type Name)

Mary J. Cianflogna, as Successor  
Trustee of the Louis V. Cianflogna Trust  
U/A/D July 11, 2008

Mary J. Cianflogna  
Mary J. Cianflogna, as Successor  
Trustee  
Owner of 4.76 acres or \_\_\_% of platted  
area

STATE OF FLORIDA §  
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 11th day of March, 2010  
by Mary J. Cianflogna who is personally known to me or who has produced  
driver's license as identification and who did/did not take an oath.



Brittany Ray  
NOTARY PUBLIC  
Brittany Ray  
Type or Print Name  
Commission No.:  
Commission Expires: 10/27/13

WITNESS  
(Print or Type Name)

WITNESS  
(Print or Type Name)

Knight Enterprises, LLC

C. Reed Knight, Jr., Managing Member  
Owner of 11.96 acres or \_\_\_% of platted  
area

STATE OF FLORIDA §  
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2010  
by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as  
identification and who did/did not take an oath.

NOTARY PUBLIC  
Type or Print Name  
Commission No.:  
Commission Expires:

WITNESS

(Print or Type Name)

WITNESS

(Print or Type Name)

STATE OF FLORIDA §  
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this    day of            2010  
by                                  who is personally known to me or who has produced  
                                 as identification and who did/did not take an oath.

Cartridge Source America, Inc.

Joseph R. Hurston, President  
Owner of 5.15 acres or    % of platted  
area

NOTARY PUBLIC

Type or Print Name

Commission No.:                     

Commission Expires:                     

Kathryn Parris

WITNESS

Kathryn Parris

(Print or Type Name)

Brittany Ray

WITNESS

Brittany Ray

(Print or Type Name)

STATE OF FLORIDA §  
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 13 day of December, 2010  
by Scott Rittenhouse who is personally known to me or who has produced  
Drivers License as identification and who did/did not take an oath.

Transport Refrigeration Parts Exchange,  
Inc.

Scott Rittenhouse  
Scott Rittenhouse, President

Owner of 2.46 acres or    % of platted a  
area



NOTARY PUBLIC

Brittany Ray

Type or Print Name

Commission No.: DD936475

Commission Expires: 10/27/13

Karen L Shelley  
WITNESS  
Karen L Shelley  
(Print or Type Name)  
Megan O'Connor  
WITNESS  
Megan O'Connor  
(Print or Type Name)

H.I.S. Painting, Inc.

Angela D. Heyne  
Angela D. Heyne, President  
Owner of 5.01 acres or \_\_\_% of platted  
area

STATE OF FLORIDA §  
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 13 day of December 2010  
by Angela D. Heyne who is personally known to me or who has produced  
drivers license as identification and who did/did not take an oath.



Brittany Ray  
NOTARY PUBLIC

Type or Print Name  
Commission No.: DD936475  
Commission Expires: 10/27/13

H.I.S. Painting, Inc.

Angela D. Heyne  
Angela D. Heyne, President  
Owner of 5.00 acres or \_\_\_% of platted  
area

STATE OF FLORIDA §  
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 13 day of December 2010  
by Angela D. Heyne who is personally known to me or who has produced  
drivers license as identification and who did/did not take an oath.



Brittany Ray  
NOTARY PUBLIC

Type or Print Name  
Commission No.: DD936475  
Commission Expires: 10/27/13



Susan Schriker  
WITNESS  
Susan Schriker  
(Print or Type Name)

Brittany Ray  
WITNESS  
Brittany Ray  
(Print or Type Name)

Stinger Fiberglass, LLC

Arthur Schriker  
Arthur Schriker, President  
Owner of 2.58 acres or \_\_\_% of platted  
area

STATE OF FLORIDA §  
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 13 day of December, 2010  
by Arthur Schriker who is personally known to me or who has produced  
drivers license as identification and who did/did not take an oath.



Brittany Ray  
NOTARY PUBLIC  
Brittany Ray  
Type or Print Name  
Commission No.: DD936475  
Commission Expires: 10/27/13

WITNESS  
  
(Print or Type Name)

David Hofius

WITNESS  
  
(Print or Type Name)

Shirley Hofius

STATE OF FLORIDA §  
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2010  
by \_\_\_\_\_ who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who did/did not take an oath.

NOTARY PUBLIC  
  
Type or Print Name  
Commission No.: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

WITNESS

(Print or Type Name)

WITNESS

(Print or Type Name)

STATE OF FLORIDA §  
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010  
by \_\_\_\_\_ who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who did/did not take an oath.

Millsource, Inc.

Dale Barry, President  
Owner of 10 acres or \_\_\_\_% of platted area

NOTARY PUBLIC

Type or Print Name

Commission No.:

Commission Expires:

WITNESS

(Print or Type Name)

WITNESS

(Print or Type Name)

STATE OF FLORIDA §  
COUNTY OF Duval §

The foregoing instrument was acknowledged before me this 8 day of March, 2010  
by Stuart C. Anders who is personally known to me or who has produced  
Wiscow Sir as identification and who did/did not take an oath.

Allied Industries, LLC

Stuart C. Anders, Managing Member  
Owner of 2.5 acres or 100 % of platted  
area

NOTARY PUBLIC

Type or Print Name

Commission No.:

Commission Expires: 11/06/11

Mary D. Jimenez  
Mary D. Jimenez

Kimberly J. Bschke  
WITNESS

Kimberly J. Bschke  
(Print or Type Name)

STATE OF FLORIDA §  
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of November, 2010  
by Michael D. Powell who is personally known to me or who has produced  
Known as identification and who did/did not take an oath.



Titusville-Cocoa Airport Authority

[Signature]  
President

Owner of 52.092 acres or \_\_\_% of platted  
area

Mary D. Jimenez  
NOTARY PUBLIC

Mary D. Jimenez  
Type or Print Name

Commission No.:

Commission Expires:

Petroleum Resources and  
Development, Inc.

[Signature]  
Robert Griner, President

Owner of 4.74 acres or \_\_\_% of platted  
area

[Signature]  
WITNESS

Kenneth P. Richard  
(Print or Type Name)

STATE OF FLORIDA §  
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of February, 2010  
by Kenneth P. Richard who is personally known to me or who has produced  
as identification and who did/did not take an oath.



Jesse Richard  
NOTARY PUBLIC

Jesse Richard  
Type or Print Name

Commission No.: DD 702189

Commission Expires: 8-6-11

Regulation Type	Planned Industrial Park Zones	Restricted Covenants	Comments
Land Use	Warehousing, wholesale Laboratories Manufacturing Technology, Research Printing Service establishments Offices Vocational Trade Schools Freight Movers Packaging & Delivery Employee Credit Unions Retail Sales (Incidental)	Light Industrial High Technology Office (Incidental) Commercial (Incidental) Light Manufacturing	Similar goals. PID has broader use language, but the intent is very similar  City removed assembly (convention centers and trade shows) from the PID in 2005
Lot Size	Five acres for development site  30,000 square feet (.69 acres) for minimum lot size within the development	2.5 acres	The PID facilitates smaller industries
Lot Width	150 feet	None	Inconsistent
Min. Lot Coverage	None	50 percent	Inconsistent
Height	None, except over fifty feet shall provide 1 foot additional setback for each additional foot in height.	60 feet.	Inconsistent, either one could be considered more flexible
Setbacks	Front: 50 feet for building, 25 feet for parking  Side: 35 feet for building, 15 feet for parking  Side Corner: 50 feet with parking permitted  Rear: 25 feet	Front: 50 feet (states from ROW, assuming front), 30 feet for parking  Side: 25 feet  Side Corner: 50 feet  Rear: 25 feet	Inconsistent
Landscaping	Must have theme Underground irrigation on ROW Curbed Islands 20 feet buffer	Must have plan No specific requirements	PID is much more stringent
Loading areas	Must have 100% openness from ROW with landscaping/build  Cannot be in front yard or within 10 feet of side or rear property line	Must be in rear or side of building  Must have screen of 6' masonry wall	PID more flexible.
Parking	1 space for each 500 sq ft of space for first 10,000, then 1 space for each 1,000 sq ft	1.5 spaces per 500 sq ft OR 2 spaces for every 3 employees	Inconsistent

**RESOLUTION NO. 2022 - 070**

**A RESOLUTION AUTHORIZING CONVEYANCE OF REAL PROPERTY  
INTEREST IN A PARCEL WITHIN THE SPACEPORT COMMERCE PARK  
TO SCIENTIFIC LIGHTNING SOLUTIONS, LLC**

WHEREAS, Brevard County, Florida, a political subdivision of the State of Florida, 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, hereafter known as the COUNTY, owns certain real property described as an approximately two and seven-tenths (2.7)-acre parcel preliminarily described and depicted as "Exhibit A;" and,

WHEREAS, pursuant to chapter 82-264, Laws of Florida, for the purpose of industrial development, Brevard County is authorized to sell or otherwise dispose of county-owned property within specific boundaries of the Gateway Center Industrial Park by private sale without compliance with section 125.38, Florida Statutes; and,

WHEREAS, the property described above is located within specific boundaries of the Gateway Center Industrial Park (now known as "Spaceport Commerce Park") and the sale promotes industrial development; and,

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, in accordance with Ordinance No. 2013-18, on October 8, 2021, the NBEDZ Board of Directors approved a purchase offer for a two and seven-tenths (2.7)-acre parcel, more or less, tendered by a company known as Scientific Lightning Solutions, LLC, a Delaware Limited Liability Company, at the price of \$45,000.00 per acre, with the exact acreage to be determined by a final survey; and,

WHEREAS, the NBEDZ believes that this project, with its plan to build a new 10,000-to-15,000 square foot manufacturing and engineering design and research, thereby enabling an increase in employment at the company, will further assist in the economic revival of an area still in need of a diverse mix of industry in order to offset its dependence upon a single industry sector; and,

WHEREAS, the NBEDZ further believes that the sale of this industrially-zoned property will aid future development of additional lots in the Spaceport Commerce Park by evidencing the viability of this business park.


NOW, THEREFORE, BE IT RESOLVED, THAT THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA agree as follows:

1. The foregoing recitations are true and correct and by this reference incorporated;
2. The sale of this parcel promotes industrial development;
3. Upon completion of a survey of the property, to transfer ownership of an approximately 2.7-acre parcel described generally in the attached "Exhibit A" to Scientific Lightning Solutions, LLC, at the offering price of \$45,000.00 per acre, with the total price to be determined based upon the acreage determined by a survey prior to closing, and
4. To empower the Chair, Board of County Commissioners, to execute all necessary documents related to this real estate transaction.

DONE, ORDERED, and ADOPTED, in regular session, this 2 day of August, 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

  
\_\_\_\_\_  
Rachel Sadoff, Clerk  
\_\_\_\_\_  
Kristine Zorka, Chair

As approved by the Board on 8/2/2022