

**F. Consent Agenda - Natural Resources Management
ITEM 5.**



**AGENDA REPORT
May 7, 2019**

**Blue Crab Cove PhII: Stan Mayfield Working Waterfront Grant Contract
Execution & Confidentiality Agreement**

SUBJECT:

Approval of the recently awarded Stan Mayfield Working Waterfront Grant for the acquisition and expansion of the Blue Crab Cove Working Waterfront site

FISCAL IMPACT:

FY 19-20 \$1.493 Million in Land Acquisition Grant Revenue
FY 20-21 None

DEPT/OFFICE:

Natural Resources Management

REQUESTED ACTION:

Staff requests the Board approve the Stan Mayfield Working Waterfront Grant for the acquisition and expansion of the Blue Crab Cove Working Waterfront site and authorize the Chairman to execute the attached Florida Communities Trust (FCT) Grant Contract and accept the FCT statutorily imposed confidentiality provisions for the recently awarded FCT Stan Mayfield Working Waterfront Grant. Staff further requests authorization for the Chairman to sign purchase agreements negotiated pursuant to the grant agreement, subject to approval by the County Attorney's Office.

SUMMARY EXPLANATION and BACKGROUND:

The Blue Crab Cove working waterfront project site is the last remaining riverfront commercial fishery operation in Brevard County. Located on the Indian River, this historic waterfront site is the last remnant of what was a thriving riverfront commercial fishing industry. Historically, this area has been used for a variety of waterfront industries, including marina facilities with boat haul-out and repair, commercial fishing access and equipment maintenance with net making and repair, a historical barge entry point used for commercial and industrial access across the waterway and an active bait house and wholesale/retail crab and seafood operation.

Blue Crab Cove Phase II serves as an expansion of the Phase I Working Waterfront property acquired by Brevard County in July 2010. This unique opportunity will not only expand the use of the property for commercial fisheries, it will create an Aquaculture/Oyster Center on site and create a Maritime Museum. The Merritt Island

Redevelopment Agency (MIRA) supported the Phase 1 acquisition and fully supports this Phase II site expansion project. The site will be supported financially through income generated by the commercial leases at the Phase I site, through pending marine fuel sales at the Phase I site, and through a partnership with the US Coast Guard Auxiliary, who will host regular meetings and assist in management of the new Maritime Museum. Brevard County and local maritime non-profit organizations including the Brevard County Marine Extension/Sea Grant will utilize the educational facilities on the property. The Natural Resources Management Department staff will continue to manage the site as they have since the Phase I site acquisition in 2010.

At the regularly scheduled meeting on November 7, 2018, the Board authorized staff to move forward with the submission of the Stan Mayfield Working Waterfront Grant for the acquisition of the Blue Crab Cove Phase II project site on Merritt Island. Subject to appraisals and satisfactory negotiation, this grant will culminate in the acquisition, preservation and expansion of the last remaining commercial working fisheries waterfront in Brevard County. Funding for this acquisition is through the State's Florida Communities Trust Program and is expected to cover 100% of the acquisition cost. This grant application and funding is endorsed by Senator Debbie Mayfield and was approved by the Governor's Cabinet on February 26, 2019.

As part of the approval process for the grant contract, FCT has provided the County with an overview of their acquisition process and their statutory obligations. FCT is required by Section 380.507(11), F.S. to use specific confidentiality provisions. Any person who reviews the appraisals while the confidentiality provisions are in force will be required to sign the attached confidentiality agreement (Grant Attachment A). The County's Land Acquisition Review Committee members will be required to sign the confidentiality agreement. Consequently, all appraisals, offers and counteroffers will not be available for public disclosure or inspection until:

1. An option contract is executed; or
2. If there is no option contract, thirty (30) days before a contract or agreement for purchase is considered for approval by the board of county commissioners; or
3. Thirty (30) days after termination of negotiations.

Staff requests that the Board, subject to the provision therein and identified above, authorize the Chair to execute contract and agree to the provisions of the confidentiality agreement. Staff further requests authorization for the Chairman to sign purchase agreements negotiated pursuant to the grant agreement, subject to approval by the County Attorney's Office. According to the confidentiality agreement, which is a condition of the grant program, all appraisals, and any other reports relating to value, offers and counteroffers are not available for public disclosure or inspection and are exempt from the provisions of Section 119.07(1), F.S. until a purchase agreement is executed by the property owners and Recipient and conditionally accepted by FCT or if no purchase agreement is executed, then 30 days after negotiations are terminated. It is anticipated that the purchase agreements for Phase II, will be similar to the purchase agreement for Phase I, which is included as an attachment.

The FCT Grant Contract has been reviewed and approved by the Brevard County Attorney's Office and Risk Management.

CLERK TO THE BOARD INSTRUCTIONS:

Two fully executed originals of the included grant agreement are required. The confidentiality agreement will be executed at a later date. Please email Matt Culver at matt.culver@brevardfl.gov for pick-up.

ATTACHMENTS:

Description

- ▢ Support Letters: Mayfield & USCG Aux
- ▢ Blue Crab Cove Ph 1 Option Agreement
- ▢ Blue Crab Cove PhII: Site Layout
- ▢ AO-29: Attorney/Risk Approvals
- ▢ Stan Mayfield Grant Contract
- ▢ Grant Contract Attachment A: Confidentiality Agreement
- ▢ Grant Contract Attachment B: Special Audit Requirements

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Florida Communities Trust- State of Florida, DEP	
2. Fund/Account #: 0032/223212	3. Department Name: Natural Resources
4. Contract Description: Land Purchase Grant Contract	
5. Contract Monitor: Matt C. Culver	7. Contract Type: GRANT
6. Dept/Office Director: Virginia Barker	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Culver, Matt <small>Digitally signed by Culver, Matt DN: cn=Culver, Matt, email=Culver.Matt@brevard.gov, Date: 2019.12.12 15:13:00-0500</small>	03/12/2019
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Valliere, Christine <small>Digitally signed by Valliere, Christine Date: 2019.04.15 09:08:20 -0400</small>	04/16/2019

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

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BOARD OF COUNTY COMMISSIONERS**

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<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Culver, Matt <small>Digitally signed by Culver, Matt DN: cn=Culver, mail=mculver@brevard.gov Date: 2019.12.12 15:19:05 -0500</small>	03/12/2019
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Matt Lairsey <small>Digitally signed by Matt Lairsey DN: cn=Matt Lairsey, mail=mlairsey@brevard.gov Date: 2019.12.12 15:19:05 -0500</small>	03/12/2019
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored Items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



May 8, 2019

MEMORANDUM

TO: Virginia Barker, Natural Resources Management Director

RE: Item F.5., Blue Crab Cove Phase II for Stan Mayfield Working Waterfront Grant Contract Execution and Confidentiality Agreement

The Board of County Commissioners, in regular session on May 7, 2019, approved the Stan Mayfield Working Waterfront Grant for the acquisition and expansion of the Blue Crab Cove Working Waterfront site; authorized the Chair to execute the attached Florida Communities Trust (FCT) Grant Contract; accepted the FCT statutorily imposed confidentiality provisions for the recently awarded FCT Stan Mayfield Working Waterfront Grant; and authorized the Chair to sign purchase agreements negotiated pursuant to the grant agreement, subject to approval by the County Attorney's Office. Enclosed are two executed Contracts.

Upon execution by FCT, please return a fully-executed Agreement to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/kp

Encl. (2)

cc: Contracts Administration
Finance
Budget

DEP CONTRACT NUMBER: SM002
FCT PROJECT NUMBER: 18-001-WW19
PROJECT NAME: BLUE CRAB COVE, PHASE II
CSFA # 37.079

STAN MAYFIELD WORKING WATERFRONT
GRANT CONTRACT

THIS GRANT CONTRACT ("Contract") is entered into between the FLORIDA COMMUNITIES TRUST ("FCT"), a non-regulatory agency within the State of Florida Department of Environmental Protection ("Department"), and BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida ("Recipient").

THIS CONTRACT IS ENTERED INTO PURSUANT TO THE FOLLOWING:

WHEREAS, the intent of this Contract is to impose terms and conditions on the use of certain Florida Forever Funds, hereinafter described, and the land and improvements Recipient intends to acquire with such funds (the "Project Site");

WHEREAS, these terms and conditions are necessary to ensure compliance with applicable Florida law, including provisions of Section 259.105 (the "Florida Forever Act"), Section 259.1051 (the "Florida Forever Trust Fund"), and Chapter 380, Part III (the "Florida Communities Trust Act"), Florida Statutes ("F.S.");

WHEREAS, the Florida Communities Trust Act created the FCT as a non-regulatory agency within the Department to assist local governments in (a) complying and implementing the goals, objectives, and policies of the conservation, recreation and open space, and coastal elements of their local comprehensive plans, or (b) conserving natural resources and resolving land use conflicts;

WHEREAS, Section 380.5105, F.S. established the Stan Mayfield Working Waterfronts Program to restore and preserve working waterfronts and added administration of such projects to the duties of the FCT;

WHEREAS, FCT is authorized to provide financial and technical assistance to local governments, state agencies, and nonprofit environmental organizations to carry out projects and activities, and to develop programs authorized by the Florida Communities Trust Act;

WHEREAS, FCT is funded through either (a) Section 259.105(3)(j), F.S., which provides for the distribution of two and five-tenths percent of the net Florida Forever bond proceeds to the Department, or (b) any other revenue source designated by the Florida Legislature, for the acquisition of land and capital project expenditures necessary to implement the Stan Mayfield Working Waterfronts Program within the FCT as set forth in Section 380.5105, F.S.;

WHEREAS, Chapter 62-820 of the Florida Administrative Code ("F.A.C.") sets forth the procedures that must be followed for grant applications for Florida Forever Funds awarded by the FCT, for the acquisition of interests in land for the restoration and preservation of Working Waterfronts pursuant to Section 380.5105, F.S.;

WHEREAS, in accordance with Chapter 62-820, F.A.C., on November 29, 2018, the FCT Governing Board evaluated and scored the applications to develop a ranking list of projects to present to the Board of Trustees of Internal Improvement Trust Fund of the State of Florida ("Board of Trustees");

WHEREAS, on February 26, 2019, the Board of Trustees selected and approved the projects to receive FCT funding, including Recipient's Project, described in Recipient's Stan Mayfield Working Waterfronts Grant Application ("Application") as Blue Crab Cove, Phase II in Merritt Island, Florida (the "Project");

WHEREAS, by executing this Contract the Recipient reaffirms the representations made in its Application, with the following updates (if any) based upon Project site visits and other investigations:

- No Updates. Site visit confirmed the accuracy of the information provided in the grant application.

WHEREAS, Chapter 62-820, F.A.C., authorizes FCT to impose conditions for Project funding, including the requirement under Rule 62-820.003(5), F.A.C. that business activities performed on the Project Site must derive their primary source of income from services supporting the commercial harvesting of wild or aquacultured marine organisms; and

WHEREAS, Chapter 62-821, F.A.C., sets forth the procedures that must be followed for land acquisitions under the Stan Mayfield Working Waterfronts Program using Florida Forever Funds awarded by FCT;

WHEREAS, the entire Project Site has not yet been negotiated for acquisition, some elements of the Project are not yet known such as the purchase price, total Project Costs, and the terms upon which the owner(s) will voluntarily sell the Project Site; and

WHEREAS, this Contract contains conditions that must be satisfied by the Recipient prior to FCT's disbursement of any Florida Forever Funds awarded for Project acquisition, as well as the restrictions that must be imposed on the Project Site concurrent with its acquisition.

NOW THEREFORE, FCT and the Recipient mutually agree as follows:

I. PERIOD OF CONTRACT

1. The initial term of this Contract will commence upon execution of this Contract and will continue for a term of one (1) year ("Expiration Date"). Failure of Recipient to fulfill the terms of this contract within this established time frame will result in FCT's termination of Project funding and funds committed to this Project will then be committed to other approved applications, unless Recipient requests an extension of time pursuant paragraph 2. below.

2. Recipient must request an extension, in writing, of the Expiration Date in conformity with the requirements of Rule 62-820.008(3), F.A.C. The Trust will extend the Grant Contract beyond the established time frame if significant progress is being made toward the acquisition of the Project Site or if extenuating circumstances beyond the control of the Recipient warrant an extension of time. The Recipient's request for extension must include an explanation of the goals currently accomplished to complete the Project and the timeframe needed to complete outstanding goals. The Recipient may also include an explanation of circumstances beyond their control that have negatively impacted the completion of the Project Site. The initial term of the Contract and extensions will not exceed a total of twenty-four months; unless, however, the FCT extends the Expiration Date when significant progress is being made toward closing the Project or if extenuating circumstances warrant an extension of time.

3. If FCT does not grant an extension request, the Recipient's award will be rescinded as of the Expiration Date and this Contract will terminate.

4. The FCT may also terminate this Contract prior to the Expiration Date: (a) in accordance with the provisions of Article XIV of this Contract; (b) in the event of the withdrawal or rescission of the Award pursuant to the terms set forth herein; or (c) if FCT determines that no significant progress is being made toward the acquisition of the Project Site, or other circumstances are present that would, in all likelihood, preclude or prevent the successful acquisition of the Project Site prior to the Expiration Date, pursuant to Rule 62-820.008(4), F.A.C.

II. MODIFICATION OF CONTRACT

Either party may request modifications of the provisions of this Contract at any time. This Contract cannot be modified by oral representations or agreements. Amendments that are mutually agreed upon by the parties will be valid only when reduced to writing and duly signed by each of the parties hereto. Such amendments will be incorporated into this Contract.

III. DEADLINES

1. This Contract must be executed by the Recipient and returned to the FCT office at 3900 Commonwealth Boulevard MS #115, Tallahassee, FL 32399, within 45 days of receipt by the Recipient. If the Recipient requires more than one original document, the Recipient may photocopy the number of additional copies needed and then execute each as an original document. Upon receipt of the signed Contracts, FCT will execute the Contracts, retain one original copy and return all other copies that have been executed to the Recipient.

2. The Recipient and its representatives must know and adhere to all project deadlines and devise a method of monitoring the project. FCT will strictly enforce the deadlines stated in this Contract and any deadlines associated with any FCT activity relating to the project. Recipient's failure to adhere to or timely monitor the project deadlines may result in FCT's allocation of time and resources to other grant recipients. If Recipient fails to comply with project deadlines FCT may terminate the Contract.

3. The Recipient will submit the documentation required by this Contract to FCT as soon as possible so the FCT can reimburse the Project Costs in an expeditious manner.

4. In conjunction with the execution and delivery of this Grant Contract, the Recipient will execute and deliver to FCT the Confidentiality Agreement provided to the Recipient, pursuant to Rule 62-821.008(3), F.A.C. Neither the Recipient nor the FCT will commence acquisition activities prior to FCT receiving the executed Confidentiality Agreement.

5. The Recipient will develop the Project Site in accordance with the Grant Award conditions and open the developed Project Site to the public within 3 years from the date of final disbursement of the FCT Award.

IV. FUNDING PROVISIONS

1. The FCT Florida Forever Award to the Recipient (the "Award") will in no event exceed the lesser of **One Hundred percent (100%)** of the final Project Costs, and as more fully defined in Rule 62-820.002(17), F.A.C., or **One Million Four Hundred Ninety-Three Thousand Three Hundred Dollars and Zero Cents (\$1,493,300.00)**, and is subject to adjustment pursuant to Article IV, paragraph 2. below. FCT will not participate in Project Costs that exceed the grant award amount.

2. The FCT Award is based on the Recipient's estimate of final Project Costs, as well as the Limitation of Award provided in Rule 62-820.003(6), F.A.C., and advertised in the Notice of Application. When disbursing the FCT Award, FCT will reimburse only those Project Costs consistent with the definition in Rule 62-820.002(17), F.A.C. FCT will participate in the land cost at either the actual purchase price or the maximum amount, whichever is less, both subject to Rule 62-821.004, F.A.C. Additionally, pursuant to F.A.C. Rule 62-821.004, FCT will further adjust the dollar value of the FCT Award after determination of the maximum amount that may be paid for the Project based upon the Approved Appraisals. By addendum to this Contract or by letter of notice to the Recipient, FCT will reduce the dollar value of the Award, if necessary, so that the dollar value of the Award does not exceed the maximum amount. Upon such adjustment, the term "Award" will mean the Award as adjusted.

3. Recipient must pay the purchase price for the Project real property to the extent it exceeds the maximum amount. Recipient will provide the FCT Grant Manager true copies of invoices, charges, and expenses constituting Project Costs to establish Recipient's contribution of its Match Percentage Share, and any other requested documents, for inclusion in the Grant Contract file.

Recipient will submit all such documents requested, along with proof of payment, in sufficient detail for a proper audit.

4. If the Project Site is comprised of multiple parcels, the Recipient will deliver at the closing of each parcel, the purchase price for each such parcel to the extent it exceeds the parcel's maximum amount. In addition, if the Project Site is comprised of multiple parcels and multiple owners, then FCT reserves the right to withdraw or adjust the FCT Award if the priority parcel(s) or a significant portion of the Project Site cannot be acquired.

5. With respect to the remaining Project Costs, the FCT Award is based on the Recipient's revised estimate of final Project Costs contained in its grant commitment letter included with the grant application package postmarked September 07, 2018. When disbursing the remainder of the FCT Award, if any, FCT will recognize only those Project Costs consistent with the definition in Rule 62-820.002(17), F.A.C. FCT will not participate in ineligible costs or Project Costs that exceed the Award amount.

6. By executing this Contract, the Recipient affirms that it is ready, willing, and able to provide a Match, as applicable and if any is required. If a Match is required, it must be delivered in an approved form as provided in Rule 62-820.002(15), F.A.C. If the value of land is the source of the Match as defined in Rule 62-820.002(15), F.A.C., the maximum reimbursement amount will determine the value of the Match. If the Project Site is comprised of multiple parcels, the Recipient must deliver at the closing of each parcel the share of the Match that corresponds to the parcel being closed. Funds expended by the Recipient for Project Costs will be recognized as part of the Match on the grant reconciliation statement.

7. The FCT Award will include approved pre-paid Project Costs paid by FCT to vendors outside of closing and the final disbursement of the FCT Award to the escrow agent at closing will be reduced by any such FCT pre-paid Project Costs on the closing settlement statement. In the event this contract terminates, the Recipient will not be liable for reimbursement of pre-paid Project Costs to FCT if the termination is through no fault of the Recipient.

8. The FCT Award for approved Project Costs will be delivered in either or both of the following forms:

a. Approved Project Costs pre-paid by FCT to vendors outside of closing and recognized as part of the FCT award on the grant reconciliation statement and closing settlement statement.

b. A State of Florida warrant at the closing of the Project Site, warrant for the balance of the FCT Award, subject to the limitations contained in Article IV, to be paid directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to FCT, provided the State of Florida Chief Financial Officer determines that such disbursement is consistent with good business practices and can be completed in a manner minimizing costs and risks to the State of Florida. If the Project Site is comprised of multiple parcels, FCT will deliver at the closing of each parcel only the share of the FCT

Award that corresponds to the parcel being acquired and closed. FCT will prepare a grant reconciliation statement prior to the closing of the Project Site parcel that evidences the amount of Match provided by the Recipient, as applicable and if any is required, and the amount of the FCT Award. Funds expended by FCT for Project Costs will be recognized as part of the FCT Award on the grant reconciliation statement and closing settlement statement.

9. The FCT Governing Board ranked and the Board of Trustees selected the Recipient's Application for funding in order to acquire the entire Project Site identified in the Application. FCT reserves the right to withdraw or adjust the FCT Award if the acreage that comprises the Project Site is reduced, or the project design is changed, so that the objectives of the acquisition cannot be achieved. FCT will consider any request for Project Site boundary modification in accordance with the procedures set forth in Rule 62-820.009, F.A.C.

10. FCT's performance and obligation to financially pay under this Contract is contingent upon an annual appropriation by the Florida Legislature, and is subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.

11. The accounting systems for all Recipients must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Recipients are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Recipient's, or subrecipient's, accounting system cannot comply with this requirement, the Recipient, or subrecipient, will establish a system to provide adequate fund accountability for each project it has been awarded.

a. If FCT finds that these funds have been commingled, FCT will have the right to demand a refund, either in whole or in part, of the funds provided to the Recipient under this Contract for non-compliance with the material terms of this Contract. The Recipient, upon such written notification from FCT must refund, and will forthwith pay to FCT, the amount of money demanded. Interest on any refund will be calculated based on the prevailing rate used by the State Board of Administration. Interest will be calculated from the date(s) the original payment(s) are received from FCT by the Recipient to the date repayment is made by the Recipient to FCT.

b. In the event that the Recipient recovers costs, incurred under this Contract and reimbursed by FCT, from another source(s), the Recipient will reimburse FCT for all recovered funds originally provided under this Contract. Interest on any refund will be calculated based on the prevailing rate used by the State Board of Administration. Interest will be calculated from the date(s) the payment(s) are recovered by the Recipient to the date repayment is made to FCT by the Recipient.

V. NOTICE AND CONTACT

1. All notices and written communication between the parties will be sent by electronic

mail, U.S. Mail, a courier delivery service, or delivered in person. Notices will be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient to:

Florida Communities Trust
3900 Commonwealth Boulevard, MS#115
Tallahassee, FL 32399

2. All contact and correspondence from FCT to the Recipient will be through the key contact as required by Rules 62-820 and 62-821, F.A.C. Recipient hereby notifies FCT that the following administrator, officer or employee is the authorized key contact on behalf of the Recipient for purposes of coordinating project activities for the duration of the project:

Name: Matt C. Culver
Organization: Brevard County Natural Resources Management Department
Title: Boating & Waterways Program Coordinator
Address: 2725 Judge Fran Jamieson Way
Building A, Room 219
Viera, FL 32940
Telephone: (321) 633-2016
Cell: (321) 482-7970
E-mail: Matt.Culver@brevardfl.gov

3. The Recipient authorizes the administrator, employee, officer or representative named in this paragraph, as Recipient's agent, to execute all documents in connection with this project on behalf of the Recipient, including, but not limited to, this Contract or any addenda thereto, purchase agreement(s) for the property, grant reconciliation statement, closing documents and statements submitted, and Declaration of Restrictive Covenants.

Name: Kristine Isnardi
Organization: Brevard County Board of County Commissioners
Title: Chairman
Address: Brevard County
490 Centre Lake Dr. NE, Ste. 175
Palm Bay, Florida 32907
Telephone: (321) 253-6611
E-mail: d5.commissioner@brevardfl.gov

4. If different representatives or addresses are designated for **NOTICE AND CONTACT**, specified herein, after execution of this Contract, notice of the changes will be rendered to FCT as provided in **NOTICE AND CONTACT**, paragraph 1. above.

5. The Recipient hereby notifies FCT that the Recipient's Federal Employer Identification Number(s) is 59-6000523.

VI. NEGOTIATION OF PROJECT SITE PURCHASE AGREEMENT

1. Pursuant to Rules 62-820.003(8) and 62-821.003(5), F.A.C., this Project must be a Joint Acquisition Project and the Department will be responsible for all Acquisition activities, including negotiations.

2. Acquisition of the Project Site will be governed by a negotiated Purchase Agreement, signed by the Owner/Seller, the Recipient, and FCT. The negotiation of offers and counteroffers for the acquisition of the Project Site will be conducted in accordance with Rules 62-821.006 and 62-821.007, F.A.C. Pursuant to Section 380.510(3), F.S., and Rule 62-821.007, F.A.C., the final Purchase Agreement must be in form and content satisfactory to the Department.

3. Fee-simple interest in the Project Site will be titled in the Recipient's name. The deed vesting interest of the Project Site to the Recipient must set forth the executory interest of the Board of Trustees through a reverter clause, and also include any covenants or other restrictions sufficient to protect the interest of the people of Florida as contemplated in Section 380.510(3), F.S.

4. Prior to and as a condition of FCT's approval of the Purchase Agreement, the Recipient must submit to FCT:

a. The documents required under Article III above, including this Contract, Recipient's written confirmation and identification of its Project funding sources, a statement from each Project Site owner evidencing the voluntary negotiation of a sale of the Project Site, and the Confidentiality Agreement.

b. Disclosures of beneficial interest required by Section 286.23, F.S., signed by each Project Site owner.

VII. PROJECT SITE ACQUISITION REQUIREMENTS

1. Recipient must comply with the requirements for the acquisition of lands, as specified in Section 380.507(11), F.S. and Chapter 62-821, F.A.C.

2. Without limiting the scope of the preceding paragraph 1. of this Article VI, prior to the consummation of the closing(s) on the acquisition of the Project Site and final disbursement of the FCT Award:

a. FCT must have approved the Purchase Agreement and all conditions to the closing(s) must have been satisfied.

b. The closing documents related to Project Site acquisition must be of form and content satisfactory to FCT, including but not limited to:

i. The deed conveying the interest in the Project Site to Recipient.

ii. The Declaration of Restrictive Covenants as defined in Rule 62-820.002(7), F.A.C. ("Declaration of Restrictive Covenants") that requires the Project Site to be operated in perpetuity in accordance with statutory and administrative/regulatory requirements or title to all interest in the Project Site must be conveyed or revert to the Board of Trustees pursuant to Section 380.510(3)(d), F.S.

iii. If applicable, Working Waterfronts Covenants as defined in Rule 62-820.002(26), F.A.C., that will be recorded in the official records and set forth the obligations, rights, and responsibilities of each party, the actions that are prohibited on the property, and any enforcement provisions.

c. Recipient must submit for FCT approval in writing, a Management Plan explaining how the Project Site will be managed to further the purposes of the Project and meet the terms and conditions of this Contract, as required by Rule 62-820.010, F.A.C. Recipient must make any revisions necessary prior to the required FCT approval. The required content of the Management Plan is further detailed in Article VIII below.

3. FCT must approve the terms under which the interest in land is acquired pursuant to Section 380.510(3), F.S. Such approval is deemed given when FCT approves and executes the purchase agreement for acquisition of the Project Site, further described herein.

4. **All real property must be obtained through a Voluntarily-Negotiated Transaction, as defined in Rule 62-820.002(24), F.A.C. The use of or threat of condemnation is not considered a Voluntarily-Negotiated Transaction.**

5. All invoices for approved Project Costs, with proof of payment, must be submitted to FCT Grant Manager and contain sufficient detail for a proper preaudit and postaudit.

VIII. MANAGEMENT PLAN; ANNUAL STEWARDSHIP REPORT

1. Prior to final disbursement of the FCT Award, the Recipient will submit to and have approved by FCT, a Management Plan that complies with Rule 62-820.010, F.A.C. and addresses the criteria and conditions set forth in Articles VII, VIII, IX, X, and XI herein.

2. The Management Plan explains how the Project Site will be managed to further the purposes of the Project and meet the terms and conditions of this Contract. Upon FCT's approval, the Management Plan will govern Recipient's use, operation, and management of the Project Site and constitutes an essential term or condition of the Award. In the event Recipient desires to revise or modify the approved Management Plan, the Recipient must provide a written request, with all appropriate supporting materials, to the FCT and obtain FCT's prior written consent to any such modification.

3. Recipient's failure to implement the Management Plan, including the Project elements and time period(s) under which Project activities will be accomplished, constitutes a

violation of an essential term or condition of the Award, and in such event, F.S. Section 380.510(3)(d) requires that title to all interest in the Project Site must be conveyed or revert to the Board of Trustees.

4. The Management Plan should include the following types of information, as applicable:

a. An introduction containing the Project name, location, and other background information relevant to management.

b. The stated purpose for acquiring the Project Site as proposed in the Application and a prioritized list of management objectives.

c. A detailed description of all proposed uses, including existing and proposed physical improvements and the impact on natural resources.

d. A scaled site plan drawing showing the Project Site boundary, existing and proposed physical improvements.

e. A description of proposed educational displays and programs to be offered, if applicable.

f. A schedule for implementing the development and management activities of the Management Plan.

g. Cost estimates and funding sources to implement the Management Plan.

5. If the Recipient is not the proposed managing entity, the Management Plan must include a signed agreement between the Recipient and the managing entity stating the managing entity's willingness to manage the Project Site, how the Project Site will be managed to further the purposes of the Project and identifying the source of funding for management. If the Recipient is a partnership, the Recipient must also provide FCT with the interlocal agreement that sets forth the relationship among the partners and the fiscal and management responsibilities and obligations incurred by each partner for the Project Site as a part of its Management Plan.

6. To ensure that future management funds will be available for the management of the site in perpetuity pursuant to Section 259.105 and Chapter 380, Part III, F.S., the Recipient is required to provide FCT with Reasonable Assurance, as defined in F.A.C. Rule 62-820.002(19), that it has the financial resources, background, qualifications and competence to manage the Project Site in perpetuity in a reasonable and professional manner.

a. Where the Recipient is a Nonprofit Working Waterfront Organization as defined in Rule 62-820.002(16), F.A.C. ("Nonprofit Working Waterfronts Organization"), Recipient must provide a guaranty or pledge by a Local Government (as defined in Rule 62-820.002(13), F.A.C.), the Water Management District in which the Project is located, or a

managing agency of the Board of Trustees, to act as a backup manager to assume responsibility for management of the Project Site in the event the Nonprofit Working Waterfronts Organization is unable to continue to manage the Project Site.

b. Pursuant to Rule 62-820.003(4), F.A.C., the Nonprofit Working Waterfronts Organization must provide assurance that they have the capacity to manage the Project Site in the form of an endowment equal to five percent of the appraised value of the fee interest and a capital fund equal to five percent of the appraised value of the fee interest.

7. The Recipient will, through its agents and employees, prevent the unauthorized use of the Project Site or any use not in conformity with the Management Plan approved by FCT. Failure to do so may result in title to all interest in the Project Site being conveyed or reverting to the Board of Trustees.

8. All buildings, structures, improvements, and signs will require the prior written approval of FCT. Major land alterations will require the written approval of FCT. The approvals required from FCT will not be unreasonably withheld if the Recipient has provided sufficient demonstration that the proposed structures, buildings, improvements, signs, or land alterations will further the implementation of the approved Management Plan and will not adversely impact the Project Site.

9. Pursuant to Rule 62-820.012, F.A.C., after the acquisition of the Project Site, Recipient will prepare and submit to FCT an annual stewardship report. The stewardship report is intended to verify that Recipient is complying with the conditions imposed at the time of the Award and to monitor the stewardship and use of the Project Site. The stewardship report will document Recipient's progress in implementing the Management Plan. Recipient's failure to implement the Management Plan may result in title to all interest in the Project Site being conveyed or reverting to the Board of Trustees.

IX. SPECIAL MANAGEMENT CONDITIONS

In addition to the Management Plan conditions already described in this Contract, which apply to all sites acquired with FCT funds, the Management Plan will address the following conditions that are particular to the Project Site and result from either representation made in the Application that received scoring points or observations made by FCT staff during the site visit:

1. The future land use and zoning designations of the project site must be changed to Working Waterfronts or similar category.

2. A permanent recognition sign, at a minimum size of 3' x 4', will be maintained at the entrance area of the project site. The sign will acknowledge that the project site was purchased with funds from the Florida Communities Trust Program.

3. Prior to closing, the Recipient will provide a letter from the Department of Environmental Protection stating the current land owner is in compliance with Chapters 253, 258,

373 Part IV, and 403 Florida Statutes and the submerged land lease for all facilities or structures on the project site that are located over state sovereignty submerged land and that applicable fees or wet slip certification forms are current or that the facilities or structures are not subject to a state sovereignty submerged land lease.

4. The Recipient will provide an Aquaculture/Oyster Center and support operations.
5. The Recipient will maintain the existing Seafood House or other buildings that can be presently utilized for Working Waterfront Business.
6. The Recipient will provide parking improvements.
7. The Recipient will maintain an open area of at least 1/4 acre to be used for the storage of traps, nets, and other gear needed for commercial fishing or aquaculture operations.
8. The Recipient will provide a permanent structure containing displays of artifacts and other items open to the public that provide information about the economic, cultural or historic heritage of Florida's traditional Working Waterfronts. The Recipient will provide a Maritime Museum in an existing structure that has parking and access to Merritt Island Parkway.
9. Interpretive kiosk(s) and/or sign(s) will be provided on the project site to educate the public about the economic, cultural or historic heritage of Florida's traditional Working Waterfronts.

X. DECLARATION OF RESTRICTIVE COVENANTS REQUIREMENTS IMPOSED BY F.S. CHAPTER 259 AND CHAPTER 380, PART III

1. Each parcel in the Project Site to which the Recipient acquires title must be subject to a Declaration of Restrictive Covenants describing the parcel and containing such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Project Site at all times complies with Sections 375.051 and 380.510, F.S.; and Section 11(e), Article VII of the Florida Constitution. The Declaration of Restrictive Covenants must contain clauses providing for the conveyance of title to the Project Site, as applicable, to the Trustees, or a nonprofit environmental organization or government entity, upon failure to comply with any of the covenants and restrictions, as further described herein.

2. The Declaration of Restrictive Covenants must also restate the conditions that were placed on the Project Site at the time of Project selection and initial Grant approval. The Declaration of Restrictive Covenants must be executed by FCT and the Recipient at the time of the closing of the Project Site and must be recorded by the Recipient in the county(s) in which the Project Site is located contemporaneously with the deed conveying the Project Site to Recipient.

3. If any essential term or condition of the Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient will be notified of the violation by written notice given by personal delivery, registered mail, or registered expedited service. The Recipient will diligently begin curing the violation or complete

curing activities within thirty (30) days after receipt of notice of the violation. If the curing activities cannot be reasonably completed within the specified thirty (30) day time frame, the Recipient will submit a timely written request to FCT pursuant to conditions stated herein, which includes the status of the current activity, the reasons for the delay, and a time frame for the completion of the curing activities. FCT will submit a written response within thirty (30) days of receipt of the request and approval will not be unreasonably withheld. It is FCT's position that all curing activities must be completed within one hundred twenty (120) days of the Recipient's notification of the violation. However, if the Recipient can demonstrate extenuating circumstances exist to justify a greater extension of time to complete the activities, FCT will give the request due consideration. If the Recipient fails to correct the violation within either (a) the initial thirty (30) day time frame or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site must be conveyed to the Trustees unless FCT negotiates an agreement with another local government or nonprofit environmental organization who agrees to accept title. FCT may, but is not required to, negotiate a management agreement with the local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection, or a Water Management District, who agrees to manage the Project Site. FCT will treat such property in accordance with Section 380.508(4), F.S.

XI. GENERAL OBLIGATIONS OF THE RECIPIENT AS A CONDITION OF PROJECT FUNDING

1. Recipient's interest in the Project Site may not serve as security for any debt of the Recipient.
2. If the existence of the Recipient terminates for any reason, title to the Project Site must be conveyed to the Trustees unless FCT negotiates an agreement with another local government or nonprofit environmental organization. FCT will also attempt to negotiate a management agreement with the local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection, or a Water Management District, to manage the Project Site.
3. Following the acquisition of the Project Site, the Recipient will ensure that the future land use and zoning designation assigned to the Project Site is for a category dedicated to working waterfronts. If an amendment to the applicable comprehensive plan is required, the amendment must be proposed at the next comprehensive plan amendment cycle available to the Recipient subsequent to the Project Site's acquisition. Recipient's failure to obtain the required future land use and zoning designation dedicated to working waterfronts or obtain a variance or other approval which permits the use of the Project Site as a working waterfront in accordance with the Management Plan, will constitute a violation of an essential term of the Award.
4. FCT staff or its duly authorized representatives will have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

5. The Project Site will permanently contain one sign recognizing FCT's role in the acquisition of the Project Site. Recipient will permanently display the FCT sign at the Project Site within ninety (90) days of the final disbursement of the FCT Award. In addition, within such 90-day period, Recipient will deliver a color photograph of the installed FCT Project sign to the FCT.

XII. RECIPIENT'S ADDITIONAL OBLIGATIONS

1. The Recipient agrees and acknowledges that the transactions, events, and circumstances itemized below (collectively, the "disallowable activities") may violate the covenants and restrictions imposed on the site:

- a. the sale or lease of any interest in the Project Site to a non-governmental person or organization;
- b. the operation of any concession on the Project Site by a non-governmental person or organization without FCT approval;
- c. any sales contract or option to buy or sell things attached to the Project Site to be severed from the Project Site with a non-governmental person or organization;
- d. any use of the Project Site by a non-governmental person other than in such person's capacity as a member of the general public;
- e. any change in the character or use of the Project Site from that use expected at the date of the execution of this Contract;
- f. management of the site by a non-governmental person or organization without an FCT-approved management agreement; or
- g. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

2. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is subject to any of the disallowable activities, the Recipient will provide notice to FCT, as provided for in paragraph V.1., at least sixty (60) calendar days in advance of any such transactions, events or circumstances, and will provide to FCT such information as FCT reasonably requests in order to evaluate for approval or denial the legal consequences of such disallowable activities.

3. In the event that FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient will immediately cease or cause the cessation of the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT will have the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES, OR NON-GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

XIII. RECORDKEEPING; AUDIT REQUIREMENTS

1. The Recipient shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following the completion date or termination of the Contract. In the event that any work is subcontracted, Recipient shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Recipient shall provide any type of information the Inspector General deems relevant to Recipient's integrity or responsibility. Such information may include, but shall not be limited to, Recipient's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Recipient shall retain such records for the longer of: (1) three years after the expiration of the Contract; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

2. The Recipient understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Recipient will comply with this duty and ensure that its sub-recipients and/or subcontractors issued under this Contract, if any, impose this requirement, in writing, on its sub-recipients and/or subcontractors, respectively.

3. The rights of access in this paragraph are not limited to the required retention period but last as long as the records are retained.

4. The Recipient shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment B. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Recipient shall request one from the Department's Grants Manager. The Recipient shall consider the type of financial assistance (federal and/or state) identified in Attachment B Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Contract. For federal financial assistance, Recipient shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Recipient shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor

Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.

The Recipient should confer with its chief financial officer, audit director, or contact the Department for assistance with questions pertaining to the applicability of these requirements.

XIV. DEFAULT; REMEDIES; TERMINATION

1. If the necessary funds are not available to fund this Contract as a result of action by the Florida Legislature or the Office of the State Chief Financial Officer, or if any of the events below occur ("Events of Default"), FCT may elect to terminate all obligations on the part of FCT to make any further payment of funds. FCT may, at its option, exercise any of the remedies set forth herein, but FCT may make any payments or parts of payments after a Default without waving the right to exercise such remedies, and without becoming liable to make any further payment. The following constitute Events of Default:

a. If any warranty or representation made by the Recipient in this Contract, any previous agreement with FCT, or in any document provided to FCT is false or misleading in any respect, or if the Recipient fails to keep, observe, or perform any of the terms or covenants contained in this Contract or any previous agreement with FCT and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

b. If any material adverse change occurs in the financial condition of the Recipient at any time during the term of this Contract from the financial condition revealed in any reports filed or to be filed with FCT, and the Recipient fails to cure said material adverse change within thirty (30) days from the date written notice is sent to the Recipient by FCT;

c. If any reports or documents required by this Contract have not been timely submitted to FCT or have been submitted with incorrect, incomplete, or insufficient information; or

d. If the Recipient fails to perform and complete in timely fashion any of its obligations under this Contract.

e. If the Recipient fails to comply with project deadlines set forth in the approved Management Plan.

f. If the Recipient fails to keep the Project Site open to the public.

2. Upon the happening of an Event of Default, FCT may, at its option, upon thirty (30) calendar days from the date written notice is sent to the Recipient by FCT and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies will not preclude FCT from pursuing any other remedies contained herein or otherwise provided at law or in equity:

a. Terminate this Contract provided the Recipient is given at least thirty (30) days prior written notice of such termination. The notice will be effective upon the date of the letter. Notification will be given pursuant to Section V.;

b. Commence an appropriate legal or equitable action to enforce performance of this Contract;

c. Withhold or suspend payment of all or any part of the FCT Award;

d. Exercise any corrective or remedial actions, including, but not limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance or issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; or

e. Exercise any other rights or remedies that may be otherwise available under law, including, but not limited to, those described in paragraph IX.3.

3. FCT may terminate this Contract for cause upon written notice to the Recipient. Cause will include but is not limited to: Events of Default; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; failure to make significant progress toward Management Plan approval; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., as amended. Appraisals, and any other reports relating to value, offers, and counteroffers are not available for public disclosure or inspection and are exempt from the provisions of Section 119.07(1), F.S. until a Purchase Agreement is executed by the Owner(s) and Recipient and conditionally accepted by FCT, or if no Purchase Agreement is executed, then as provided for in Sections 125.355(1)(a) and 166.045(1)(a), F.S.

4. FCT may terminate this Contract by providing the Recipient with thirty (30) calendar days prior written notice when it determines, in its sole discretion, that the continuation of the Contract would not produce beneficial results commensurate with the further expenditure of funds.

5. The Recipient may request termination of this Contract before its Expiration Date by a written request fully describing the circumstances that compel the Recipient to terminate the project. A request for termination will be provided to FCT in a manner described in Article II.

XV. LEGAL AUTHORIZATION

The Recipient certifies that it possesses the legal authority to enter into and perform this Contract, to receive the FCT Award, and its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Contract, including all covenants and assurances contained herein. Recipient will provide documentary proof thereof satisfactory to FCT. The

Recipient also certifies that the undersigned possesses the authority to legally execute and bind the Recipient to the terms of this Contract.

XVI. PUBLIC RECORDS.

1. Recipient will comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Contract are public records under Florida law, as defined in Section 119.011(12), F.S. Recipient will keep and maintain public records required by the Department to perform the services under this Contract.

2. This Contract may be unilaterally canceled by the Department for refusal by the Recipient to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Recipient in conjunction with this Contract and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

3. If Recipient meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

a. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Contract for services must be made directly to the Department. If the Department does not possess the requested records, the Department will immediately notify the Recipient of the request, and the Recipient must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Recipient fails to provide the public records to the Department within a reasonable time, the Recipient may be subject to penalties under s. 119.10, F.S.

b. Upon request from the Department's custodian of public records, Recipient will provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Recipient will identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Recipient does not transfer the records to the Department.

4. Upon completion of the Contract, Recipient will transfer, at no cost to Department, all public records in possession of Recipient or keep and maintain public records required by the Department to perform the services under this Contract. If the Recipient transfers all public records to the Department upon completion of the Contract, the Recipient will destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Contract, the Recipient will meet all applicable requirements for retaining public records. All records that are stored

electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

5. IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399**

XVII. SCRUTINIZED COMPANIES

In executing this Contract, the Recipient certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Contract at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract. If this Contract is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Contract at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

XVIII. STANDARD CONDITIONS

1. This Contract has been delivered in the State of Florida and will be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract will be prohibited or invalid under applicable law, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action hereon or in connection herewith will be brought in Leon County, Florida.

2. Neither FCT's waiver of any right or remedy granted hereunder nor FCT's delay or failure to insist on Recipient's strict performance of this Contract will constitute a waiver of any such right or remedy or affect the FCT's subsequent exercise thereof. Any power of approval or disapproval granted to FCT under the terms of this Contract will survive the expiration or termination of this Contract.

3. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

4. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, will be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.

5. Recipient agrees to comply with the Americans With Disabilities Act (42 USC § 12101, et seq.), where applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

6. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit lease bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

7. In accordance with Section 216.347, F.S., the Recipient is hereby prohibited from using funds provided by this Contract to lobby the Legislature, the judicial branch, or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department will be used by any state employee or other person for lobbying purposes.

8. The employment of unauthorized aliens by any recipient is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Recipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Contract. The Recipient will be responsible for including this provision in all subcontracts with private organizations issued under this Contract.

9. The Recipient will comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Contract. The Recipient

acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Recipient further agrees to include this provision in all subcontracts issued under this Contract.

10. The Recipient will require any subcontractors under this Contract to save and hold harmless and indemnify the State of Florida and the Department against any and all liability, claims, judgments, or costs for injury to, or death of, any person or persons and for the loss of damage to any property resulting from the use, service, operation, or performance of work under the terms of this Contract resulting from the negligent acts of the subcontractor, or any employees, agents, or representatives of the subcontractor. This provision must be included in any subcontract issued pursuant to this Contract.

11. As a political subdivision of the State of Florida, the Recipient's liability is regulated by Florida law. Except for negligent acts or omissions of its employees acting within the course and scope of their employment, the Recipient shall not indemnify any entity or person and, then such indemnification is limited to the express terms of Section 768.28, Florida Statutes. The Recipient is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, the Recipient's liability and indemnification obligations in this contract shall be effective only to the extent expressly required by 768.28, Florida Statutes or other limitations imposed on the Recipient's potential liability under state or federal law.

12. To the extent required by law, the Recipient will be self-insured against, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Recipient will require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Recipient. Such self-insurance program or insurance coverage will comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the Recipient will provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

a. Recipient's chief financial officer ("CFO") must provide self-insurance documentation to FCT prior to execution of this Contract and upon any subsequent changes relating to the terms or insurance carrier.

13. The Recipient, as an independent contractor and not an agent, representative, or employee of the Department or FCT, agrees to carry liability and other appropriate forms of insurance. The Department will have no liability except as specifically provided in this Contract.

14. This Contract, any amendments, and/or change orders related to the Contract, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature.

Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

15. This Contract embodies the entire contract between the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract will only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract.

RECIPIENT: BREVARD COUNTY
a political subdivision of the State of Florida

By: 

Print Name: Kristine Isnardi

Title: Brevard Board of County
Commissioners, Chair

Date: May 7, 2019

Attest:

By: 

Print Name: Scott Ellis, Clerk

Date: May 7, 2019

Approved by Board 5/7/19
Reviewed for Legal Form and Content:

By: 

Print Name: Christine Valliere

Date: April 16, 2019

List of attachments/exhibits included as part of this Contract:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Confidentiality Agreement (2 pages)
Attachment	B	Special Audit Requirements (5 Pages)

FLORIDA COMMUNITIES TRUST,
STATE OF FLORIDA, DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Secretary or designee

Print Name: _____

Title: _____

Date: _____

Approved as to Form and Legality:

By: _____

Print Name: _____

Date: _____

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into between the BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida ("Recipient") and the FLORIDA COMMUNITIES TRUST ("FCT"), a non-regulatory agency within the Department of Environmental Protection and is made with reference to Rule 62-821.005(3), Florida Administrative Code ("F.A.C.").

I. THE PROJECT SITE

This Agreement covers all parcels identified as part of the Project Site in Recipient's Stan Mayfield Working Waterfronts Application 18-002-WW19 that were selected for funding and are governed by a Grant Contract for FCT Project Number 18-002-WW19 ("Project Site").

II. CONFIDENTIALITY

1. Pursuant to Rule 62-821.002(7), F.A.C., the term "Confidential" refers to information that shall not be available for public disclosure or inspection and is exempt from the provisions of Section 119.07, Florida Statutes ("F.S.").

2. The Recipient and its agents shall maintain the confidentiality of appraisals, and any other reports relating to value, offers, and counteroffers as required by Rule 62-821.005, F.A.C. Appraisals, and any other reports relating to value, offers and counteroffers are not available for public disclosure or inspection and are exempt from the provisions of Section 119.07(1), F.S. until a Purchase Agreement is executed by the property owners and Recipient and conditionally accepted by FCT (or if no Purchase Agreement is executed, then as provided in Section 125.355(1)(a), F.S. if Recipient is a county, or Section 166.045(1)(a), F.S. if Recipient is a municipality). If Recipient is a nonprofit environmental organization, then the exemption from Section 119.07(1), F.S. will expire 30 days after the termination of negotiations. The date of termination of negotiations may be based on a written statement from a party to the negotiations that good faith efforts at negotiating a Purchase Agreement have failed and the party desires to cease negotiations.

3. The Recipient may disclose Confidential information only to FCT and its staff and those individuals listed on the disclosure list below.

4. Recipient shall submit any requests to add persons to the disclosure list to the FCT in writing. Upon the written consent of the Secretary of the Department of Environmental Protection or designee, the parties may amend this Agreement to include additional persons to the disclosure list. All confidentiality requirements outlined above shall apply to individuals added to the list.

III. DISCLOSURE LIST/AGREEMENT TO BE BOUND

1. Recipient, and each of the undersigned board members and staff of the Recipient and its agents, if any, jointly and severally agree to maintain the confidentiality of appraisal information, offers and counteroffers concerning FCT Project Number 18-002-WW19, as required by Rule 62-21.005, F.A.C. and this Agreement.

b. Each of the undersigned further certify that they have no legal or beneficial interest in the Project Site.

Date	Print Name, Title or Position	Affix Signature
	Frank Abbate, County Manager	
	John Denninghoff, Asst. Co. Mgr.	
	Tad Calkins, Dir. Plan. & Dev.	
5/14/19	Virginia Barker, Dir. Natural Res.	<i>Virginia Barker</i>
5/15/19	Eden Bentley, County Attorney	<i>Eden Bentley</i>
	Christine Valliere, Asst. Co. Atty.	
5/14/19	Dan Jones, Public Works	<i>Dan Jones</i>
5-14-19	Lucy Hamelers, Public Works	<i>Lucy Hamelers</i>
5/14/19	Debbie Cruz, Public Works	<i>Debbie Cruz</i>
5/14/19	Scott Ellis, Clerk of the Court	<i>Scott Ellis</i>
5/15/19	Laurie Rice, Clerk of Court Off.	<i>Laurie Rice</i>
	Kristine Isnardi, County Comm.	
5/14/19	Bryan Lober, County Comm.	<i>Bryan Lober</i>
5/14/19	Matt Culver, Natural Res. Dept.	<i>Matt Culver</i>

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

RECIPIENT: BREVARD COUNTY
a Florida local government

FLORIDA COMMUNITIES TRUST,
STATE OF FLORIDA, DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____

By: _____
Secretary or designee

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form and Legality:

By: 

Approved as to Form and Legality:

By: _____

Print Name: Christine Valliere

Print Name: _____

Date: April 16, 2019

Date: _____

ATTACHMENT B

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
3710	Florida Forever Trust Fund	2011	37.079	Stan Mayfield Working Waterfronts Program (Florida Forever Funded Grant Program)	\$773,238.57	084110-11
3710	Florida Forever Trust Fund	2019	37.079	Stan Mayfield Working Waterfronts Program (Florida Forever Funded Grant Program)	\$720,061.43	084110-19

Total Award					\$1,493,300.00	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apos.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.



SENATOR DEBBIE MAYFIELD
17th District

THE FLORIDA SENATE

Tallahassee, Florida 32399-1100

COMMITTEES:

Education, *Vice Chair*
Governmental Oversight and
Accountability, *Vice Chair*
Agriculture
Appropriations Subcommittee on the Environment
and Natural Resources
Appropriations Subcommittee on General
Government
Judiciary

JOINT COMMITTEE:

Joint Legislative Auditing Committee,
Alternating Chair

September 6, 2018

David Clark, Board Chair
Florida Communities Trust
Florida Department of Environmental Protection
3800 Commonwealth Boulevard, MS 585
Tallahassee, Florida 32399-3000

Dear Mr. Clark:

I am pleased to see that the Blue Crab Cove Phase II project from Brevard County is being submitted this year. I am fortunate enough to have this project site within my County and would like to take this opportunity to acknowledge my support for this important project and the commercial fishing and aquaculture industries which it supports.

Across Florida the accelerated acquisition and conversion of working waterfront properties to private, restricted-access or non-water-dependent use facilities has been eroding the natural and economic heritage of Florida's aquatic resources. On the Indian River Lagoon, working waterfronts are a critical link connecting people with the area's rich fish, wildlife, and other natural resources for commercial and recreational activities that are highly important to the regional economy and to the cultural character of the state.

I would like to express my support for the Blue Crab Cove Phase II project and hope that the final rankings will allow this critical project to continue as a top funding candidate.

Thank you again for providing me the opportunity to lend my support to this important project. Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in cursive script that reads "Debbie Mayfield".

Debbie Mayfield
State Senator, District 17

REPLY TO:

- ☐ 900 E. Strawbridge Avenue, Melbourne, Florida 32901 (321) 409-2025 FAX: (888) 263-3815
- ☐ 1801 27th Street, Vero Beach, Florida 32960 (772) 226-1970
- ☐ 324 Senate Office Building, 404 South Monroe Street, Tallahassee, Florida 32399-1100 (850) 487-5017

Senate's Website: www.flsenate.gov

JOE NEGRON
President of the Senate

ANITERE FLORES
President Pro Tempore



U.S. Department of Homeland Security
United States Coast Guard Auxiliary

CENTRAL BREVARD FLOTILLA (17-6)
400 South Sykes Creek Parkway
Merritt Island, FL 32952

26 March 2019

Mr. Matt C. Culver
Boating & Waterways Program Coordinator
2725 Judge Fran Jamieson Way
Viera, FL 32940

Dear Mr. Culver,

I am delighted to learn that Brevard County is moving ahead with its plans to establish a Maritime Education Building at the Blue Crab Cove Marina site on Merritt Island. I also want to express our appreciation for inviting the Central Brevard Flotilla, United States Coast Guard Auxiliary, to become the primary tenant at the future facility.

This is a significant opportunity for the Auxiliary to find a new, centrally-located, base from which to continue its more than 60-year legacy of providing exceptional recreational boating safety outreach to the community.

Presuming that the building will initially be open only on an event-based schedule, we could provide "In-kind" services similar to those that were provided at Lee Wenner Park:

1. Coordination of access and securing the building – random building checks similar to a park attendant
2. Onsite supervision of events – Reception Desk
3. Trash collection and placing for pickup
4. Sweeping and cleaning floors & windows
5. Maintaining restrooms (County-supplied toilet and janitor supplies)
6. Interior maintenance such as painting (County supplied paint & materials)
7. Parking lot survey and cleanup

Again, thank you for your support of our boating safety mission. Please contact me at (321) 848-1436, cgaux6799@gmail.com, if you have any further questions.

Very Respectfully,


Louis R. Pernice
Flotilla Commander



**United States Coast Guard
U.S. Coast Guard Auxiliary**

USCG District 7

Division 17

Flotilla 17-6

Serving central Brevard County, Florida

4 September 2018

David Clark
Florida Communities Trust
Florida Department of Environmental Protection
3800 Commonwealth Blvd, MS 585
Tallahassee, FL 32399-3000

Dear Mr. Clark,

We strongly support Brevard County's application to the Florida Communities Trust, Stan Mayfield Working Waterfronts Florida Forever Grant Program, for the purchase of Blue Crab Cove Phase II project area. **If acquired, the site's Maritime Education Facility will host Flotilla 07-17-06 of the United States Coast Guard Auxiliary, to be used as our Flotilla's headquarters and primary classroom facility.**

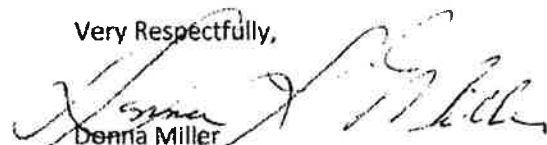
Flotilla 17-6 is ranked #3 (of more than 825 flotillas) nationally in the Auxiliary for professional boating education. We have a nationally recognized, and still unique, focus on educating school students through high school age. We are ranked #7 nationally for lives saved and #5 nationally for discrepancy identification of federal aids to navigation along our local waterways. Many of our waterway programs are in the top three percent of the nation, which includes waterway patrols and marine safety. To support these programs, we train Auxiliary personnel to U.S. Coast Guard proficiency standards and support a wide range of U.S. Coast Guard missions.

This year, we celebrate 60 years of service to Brevard County, providing both Response and Prevention missions for the U.S. Coast Guard. The County's Blue Crab Cove Phase II project is ideally located, central to our geographic area of responsibility (AOR) and along the Intercoastal Waterway. It's ideally near our previous location in Lee Wenner Park, where we had a continuous presence for 30 years.

The Auxiliary's 140 actively serving members in Brevard County enjoy a close working relationship with a number of county, state, and local agencies. This year, we have grown by about 20% in membership. Local interest in the Coast Guard Auxiliary, and boating in general, remains a cornerstone of the local community. The county's three USCG Auxiliary flotillas provide the area's primary boater education resource.

We are excited about having this new, central, location for maritime education here in our primary Brevard County AOR. Please contact me, or our public affairs officer – Bill Cox – if you have any additional questions.

Very Respectfully,


Donna Miller
Flotilla Commander



STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

CHARLIE CRIST
Governor

THOMAS G. PELHAM
Secretary

May 12, 2010

Mr. Ernest N. Brown
Natural Resources Management Office
2725 Judge Fran Jamieson Way, A-219
Viera, FL 32940

RE: Blue Crab Cove
FCT Project Number: 08-002-FF8

Dear Mr. Brown:

Enclosed is your original copy of the Option Agreement for Sale and Purchase fully executed by The City of Apalachicola and Florida Communities Trust.

Due to the proximity of the closing date and the amount of paper work it takes to issue your \$100 option payment, it will be practically impossible to get the \$100 check to you before closing. Therefore, at closing, you will be credited with the full amount of your Purchase Price including the \$100 option payment. Please give a copy to the seller.

If you have any questions, please call Ms. Kristen Coons, Trust Counsel, who will be handling the closings for FCT at (850)922-1700.

Sincerely,

Jay Sircy
Grant Specialist IV
(850)922-1692

/js

RECEIVED

MAY 13 2010

BREVARD COUNTY
NATURAL RESOURCES MGMT

2555 SHUMARD OAK BOULEVARD ♦ TALLAHASSEE, FL 32399-2100
850-488-8466 (p) ♦ 850-921-0781 (f) ♦ Website: www.dca.state.fl.us

♦ COMMUNITY PLANNING 850-488-2356 (p) 850-488-3309 (f) ♦
♦ HOUSING AND COMMUNITY DEVELOPMENT 850-488-7950 (p) 850-922-5623 (f) ♦

Project: Blue Crab Cove
Project #: 08-002-WW1
Parcel #: Merritt Island Land Trust

Contract #: 09-CT-E1-08-F8-G1-WW1
Property Tax I.D. #: 24-36-35-30-00000.0-000C.0;
24-36-35-30-00000.0-000C.01; 24-36-35-00-00269.0-0000.0.

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made this 23 day of February 2010, between **MERRITT ISLAND LAND TRUST, INC., a Florida Corporation**, whose address is 580 West Merritt Island Causeway, Merritt Island, Florida 32952, as ("Seller"), and the **FLORIDA COMMUNITIES TRUST**, a non regulatory agency within the Department of Community Affairs, ("Acquiring Agency") whose address is 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, and the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision within the State of Florida, ("Local Government"), whose address is 2725 Judge Fran Jamieson Way, A-219, Viera, Florida 32940. Acquiring Agency and Local Government will be collectively referred to as ("Purchaser").

1. **GRANT OF OPTION.** Seller hereby grants to Purchaser the exclusive option to purchase the real property located in Brevard County, Florida, described in Exhibit "A", together with all improvements, easements and appurtenances ("Property"), in accordance with the provisions of this Agreement. This Option Agreement becomes legally binding upon execution by the parties but exercise of the option is subject to approval by Purchaser and is effective only if Acquiring Agency and Local Government give written notice of exercise to Seller.

2. **OPTION TERMS.** The option payment is \$100.00 ("Option Payment"). The Option Payment, in the form of a state warrant, will be forwarded to Seller upon its receipt by Acquiring Agency from the Comptroller of the State of Florida. The option may be exercised during the period beginning with the Purchaser's approval of this Agreement and the Acquiring Agency's governing body granting project approval in accordance with Rule 9K-9, Florida Administrative Code, and ending on June 30, 2010, ("Option Expiration Date"), unless extended by other provisions of this Agreement. In the event Acquiring Agency's Purchase Price (as hereinafter defined in paragraph 3.A) or Local Government's Purchase Price (as hereinafter defined in paragraph 3.A) are not available by the Option Expiration Date the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller.

3.A. **TOTAL PURCHASE PRICE.** The total purchase price ("Total Purchase Price") for the Property is **TWO MILLION EIGHT HUNDRED TWENTY-FIVE THOUSAND and no/100 Dollars (\$2,825,000.00)** which, after reduction by the amount of the Option Payment, will be paid by Acquiring Agency and Local Government at closing. Seller hereby authorizes Acquiring Agency to issue a state warrant directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Purchaser, and to require the escrow agent to pay Seller's expenses of sale and real estate taxes. This Total Purchase Price presumes that the Property contains at least 2.74 total acres, to be confirmed by the Survey, as provided in paragraph 5. The Total Purchase Price shall be paid to Seller as follows: Acquiring Agency shall pay the lesser of \$1,836,250.00 or 65% of the final adjusted Total Purchase Price for the Property as determined in accordance with paragraph 3.B. ("Acquiring Agency's Purchase Price"), which after reduction by Acquiring Agency of the Option Payment, will be paid to Seller by state warrant at closing; and Local Government shall pay the lesser of \$988,750.00 or 35% of the final adjusted Total Purchase Price for the Property as determined in accordance with paragraph 3.B. ("Local Government's Purchase Price"), will be paid to Seller by Local Government warrant at closing. The Total Purchase Price is subject to adjustment in accordance with paragraph 3.B. The determination of the final Total Purchase Price can only be made after the completion and approval of the survey required in paragraph 5. This Agreement is contingent upon approval

of Total Purchase Price, Acquiring Agency's Purchase Price, and Local Government's Purchase Price by Purchaser and upon confirmation that the Total Purchase Price is not in excess of the final maximum approved purchase price of the Property as determined in accordance with Rule 9K-10.004, Florida Administrative Code ("Maximum Approved Purchase Price").

This Agreement is also contingent upon Local Government's funds for closing being available at closing and upon Local Government giving written notice to Acquiring Agency, prior to the exercise of the option that these funds are available to close in accordance with this Agreement. If such notification is not accomplished, Acquiring Agency may in its sole discretion declare this Agreement void and of no further force and effect as of that date. Local Government's funds are the sole responsibility of Local Government. Seller shall have no recourse whatsoever, at law or equity, against Acquiring Agency or the Property as a result of any matter arising at any time whether before or after fee simple title is conveyed to Local Government, relating to Local Government's funds. Acquiring Agency shall have no obligation under this Agreement to provide any portion of Local Government's funds. Acquiring Agency's funds necessary to close are the sole responsibility of Acquiring Agency. Seller shall have no recourse whatsoever, at law or equity, against Local Government or the Property as a result of any matter arising at any time, whether before or after fee simple title is conveyed to Local Government, relating to Acquiring Agency's funds. Local Government shall have no obligation under this Agreement to provide any portion of Acquiring Agency's funds. Should Local Government's funds or Acquiring Agency's funds not be available for any reason, Purchaser or Seller may elect to terminate this Agreement by written notice to the parties without liability to any party.

Acquiring Agency and Local Government agree that the Local Government shall take fee simple title to all of the Property at the closing notwithstanding that Acquiring Agency and Local Government are required to pay all of the Total Purchase Price in the manner set forth in this Agreement. Conveyance of the Property in fee simple from Seller to Local Government will take place at the closing, in exchange for the payments to be made by Acquiring Agency and Local Government to Seller at closing as set forth above in this paragraph 3.A.

This Agreement is also contingent upon the removal of the billboard located on the Property, prior to closing.

This Agreement is also contingent upon the Seller being involved in the naming of the Working Waterfront Park. The Seller and Local Government will mutually agree on the name of the Park, prior to closing.

This Agreement is also contingent upon the successful Local Government's negotiation or assumption of a Lease for the continued operation of Indian River Trading Company dba. Ms. Apples Crab Shack (hereinafter Ms. Apples Crab Shack), and Doc's Bait House at their current location on the Property. Local Government shall assume the existing Leases from the Seller for Doc's Bait House and Ms. Apples Crab Shack. Local Government and Seller agree to work diligently toward an assumption agreement allowing for the continued lease and operation of Doc's Bait House and Ms. Apples Crab Shack in accordance with the approved FCT management plan. To that end, both Assumption agreements shall be consistent with the approved FCT management plan and must be consented to by the Lessees under the leases being assumed by the Local Government. If Local Government and Seller are unable to come to an agreement on the lease assumption terms for Ms. Apples Crab Shack and Doc's Bait House prior to closing, the Seller or Local Government, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement.

3.B. ADJUSTMENT OF TOTAL PURCHASE PRICE. If, prior to closing, Acquiring Agency determines that the Total Purchase Price stated in paragraph 3.A. exceeds the final Maximum Approved Purchase Price of the Property, the Total Purchase Price will be reduced to the final Maximum Approved Purchase Price of the Property. If the final adjusted Total Purchase Price is less than 95% of the Total Purchase Price stated in paragraph 3.A. because of a reduction in the Maximum Approved Purchase Price of the Property, Seller shall, in his sole discretion, have the right to terminate this Agreement and neither party shall have any further

obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to Acquiring Agency and Local Government of his election to terminate this Agreement within 10 days after Seller's receipt of written notice from Acquiring Agency of the final adjusted Total Purchase Price. In the event Seller fails to give Acquiring Agency and Local Government a written notice of termination within the aforesaid time period from receipt of Acquiring Agency's written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Total Purchase Price stated in paragraph 3.A.

4.A. ENVIRONMENTAL SITE ASSESSMENT. Seller shall, at Seller's sole cost and expense and at least 30 days prior to the Option Expiration Date, furnish to Local Government and Acquiring Agency an environmental site assessment of the Property which meets the standard of practice of the American Society of Testing Materials ("ASTM"). Seller shall use the services of competent, professional consultants with expertise in the environmental site assessing process to determine the existence and extent, if any, of Hazardous Materials on the Property. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 4.B.). The examination of hazardous materials contamination shall be performed to the standard of practice of the ASTM. For Phase I environmental site assessment, such standard of practice shall be the ASTM Practice E 1527. If the Findings and Conclusions section of the assessment reports evidence of recognized environmental conditions, then a Phase II Environmental Site Assessment shall be performed to address any suspicions raised in the Phase I environmental site assessment and to confirm the presence of contaminants on site. The environmental site assessment shall be certified to Purchaser and the date of certification shall be within 90 days before the date of closing. Acquiring Agency shall reimburse Seller for the Acquiring Agency approved cost of the environmental site assessment, not to exceed \$5,000.00 upon Seller's submission of the necessary documentation to Acquiring Agency which evidences payment in full of the environmental site assessment costs by Seller. This reimbursement is contingent upon a sale of the Property to Purchaser.

4.B. HAZARDOUS MATERIALS. In the event that the environmental site assessment provided for in paragraph 4.A. confirms the presence of Hazardous Materials on the Property, Purchaser, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Purchaser elect not to terminate this Agreement, Seller shall, at his sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with any and all applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials ("Environmental Law"). However, should the estimated cost of clean up of Hazardous Materials exceed a sum which is equal to 2% of the Total Purchase Price as stated in paragraph 3.A., Seller may elect to terminate this Agreement and no party shall have any further obligations under this Agreement.

5. SURVEY. Seller shall, at Seller's sole cost and expense and not less than 35 days prior to the Option Expiration Date, deliver to Local Government and Acquiring Agency a current boundary survey of the Property prepared by a professional land surveyor licensed by the State of Florida which meets the standards and requirements of Acquiring Agency ("Survey"). It is Seller's responsibility to ensure that the surveyor contacts the Acquiring Agency regarding these standards and requirements and the cost of the Survey prior to the commencement of the Survey. The Survey shall be certified to Purchaser and the title insurer and the date of certification shall be within 90 days before the date of closing, unless this 90 day time period is waived by Purchaser and by the title insurer for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owner's title policy. If the Survey shows any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect. Acquiring Agency shall reimburse Seller for the Acquiring Agency approved cost of Survey, not to exceed \$15,000.00, upon Seller's submission of the

necessary documentation to Acquiring Agency which evidences payment in full of the Survey costs by Seller. This reimbursement is contingent upon a sale of the Property to Purchaser.

6. **TITLE INSURANCE.** Seller shall, at Seller's sole cost and expense and at least 35 days prior to the Option Expiration Date, furnish to Purchaser a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company, approved by Acquiring Agency, insuring marketable title to the Property in the amount of the Purchase Price. Seller shall require that the title insurer delete the standard exceptions of such policy referring to: (a) all taxes, (b) unrecorded rights or claims of parties in possession, (c) survey matters, (d) unrecorded easements or claims of easements, and (e) unrecorded mechanics' liens. Purchaser shall reimburse Seller for Seller's cost for the owner's title insurance policy required hereunder. Purchaser's reimbursement shall not exceed an amount which is equal to the minimum promulgated rate permitted by the Florida Insurance Commissioner's rules and regulations. Purchaser shall not be required to reimburse Seller until Seller has submitted the necessary documentation to Acquiring Agency which evidences payment in full of the title insurance cost by Seller and until the final owner's title insurance policy has been received and approved by Acquiring Agency. This reimbursement is contingent upon a sale of the Property to Purchaser.

7. **DEFECTS IN TITLE.** If the title insurance commitment or survey furnished to Purchaser pursuant to this Agreement discloses any defects in title which are not acceptable to Purchaser, Seller shall, within 90 days after notice from Purchaser, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefore, including the bringing of necessary suits. If Seller is unsuccessful in removing the title defects within said time or if Seller fails to make a diligent effort to correct the title defects, Purchaser shall have the option to either: (a) accept the title as it then is with a reduction in the Total Purchase Price by an amount determined by Acquiring Agency, (b) accept the title as it then is with no reduction in the Total Purchase Price, (c) extend the amount of time that Seller has to cure the defects in title, or (d) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement.

8. **INTEREST CONVEYED.** At closing, Seller shall execute and deliver to Local Government a statutory warranty deed in accordance with Section 689.02, Florida Statutes, conveying marketable title to the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the opinion of Purchaser and do not impair the marketability of the title to the Property. The grantee in Seller's Warranty Deed shall be **BREVARD COUNTY, FLORIDA.**

9. **PREPARATION OF CLOSING DOCUMENTS.** Upon execution of this Agreement, Seller shall submit to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, and 380.08(2), Florida Statutes. Seller shall prepare the deed described in paragraph 8. of this Agreement, Seller's closing statement, the title, possession and lien affidavit certified to Purchaser and title insurer in accordance with Section 627.7842, Florida Statutes, and an environmental affidavit. The deed, title, possession and lien affidavit and environmental affidavit shall be prepared on Acquiring Agency forms which will be provided by Acquiring Agency. Acquiring Agency shall prepare Purchaser's closing statement. All prepared documents shall be submitted to Local Government and Acquiring Agency for review and approval at least 30 days prior to the Option Expiration Date.

10. **PURCHASER REVIEW FOR CLOSING.** Purchaser will approve or reject each item required to be provided by Seller under this Agreement within 30 days after receipt by Purchaser of all of the required items. Seller will have 30 days thereafter to cure and resubmit any rejected item to Purchaser. In the event Seller fails to timely deliver any item, or Purchaser rejects any item after delivery, Purchaser may in its discretion extend the Option Expiration Date.



11. EXPENSES. Seller will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the deed described in paragraph 8. of this Agreement and any other recordable instruments which Purchaser deems necessary to assure good and marketable title to the Property.

12. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property shall be satisfied of record by Seller at closing. In the event the Local Government acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the Local Government acquires fee title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

13. CLOSING PLACE AND DATE. The closing shall be on or before 15 days after Purchaser exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental site assessment, or any other documents required to be provided or completed and executed by Seller, the closing shall occur either on the original closing date or within 60 days after receipt of documentation curing the defects, whichever is later. The date, time and place of closing shall be set by Purchaser.

14. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to the Local Government in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. However, in the event the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, Purchaser may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Local Government and Seller are aware of the current restaurant and bait shop operations located on the Property. Seller represents and warrants that, with the exception of Doc's Bait House and Ms. Apples Crab Shack, there are no parties other than Seller in occupancy or possession of any part of the Property.

15. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Seller shall deliver possession of the Property to the Local Government at closing.

16. ACCESS. Seller warrants that there is legal ingress and egress for the Property over public roads or valid, recorded easements that benefit the Property.

17. DEFAULT. If Seller defaults under this Agreement, Purchaser may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default. In connection with any dispute arising out of this Agreement, including without limitation litigation and appeals, Purchaser will be entitled to recover reasonable attorney's fees and costs.

18. BROKERS. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 9. Seller shall indemnify and hold Purchaser harmless from any and all such claims, whether disclosed or undisclosed.



19. RECORDING. This Agreement, or notice of it, may be recorded by Purchaser in the appropriate county or counties.
20. ASSIGNMENT. This Agreement may be assigned by Purchaser, in which event Purchaser will provide written notice of assignment to Seller. This Agreement may not be assigned by Seller without the prior written consent of Purchaser.
21. TIME. Time is of essence with regard to all dates or times set forth in this Agreement.
22. SEVERABILITY. In the event any of the provisions of this Agreement are deemed to be unenforceable, the enforceability of the remaining provisions of this Agreement shall not be affected.
23. SUCCESSORS IN INTEREST. Upon Seller's execution of this Agreement, Seller's heirs, legal representatives, successors and assigns will be bound by it. Upon Purchaser's approval of this Agreement and Purchaser's exercise of the option, Purchaser and Purchaser's successors and assigns will be bound by it. Whenever used, the singular shall include the plural and one gender shall include all genders.
24. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of Purchaser, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects which cannot be timely cured by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement shall be revised by or at the direction of Purchaser, and shall be subject to the final approval of Purchaser. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Purchaser's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.
25. WAIVER. Failure of Purchaser to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.
26. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto.
27. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.
28. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally or mailed to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

29. **SURVIVAL.** The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 8. of this Agreement and Local Government's possession of the Property.

THIS AGREEMENT IS INITIALLY TRANSMITTED TO THE SELLER AS AN OFFER. IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER ON OR BEFORE FEBRUARY 15, 2010, THIS OFFER WILL BE VOID UNLESS THE PURCHASER, AT ITS SOLE OPTION, ELECTS TO ACCEPT THIS OFFER. THE EXERCISE OF THIS OPTION IS SUBJECT TO: (1) APPROVAL OF THIS AGREEMENT BY PURCHASER, (2) ACQUIRING AGENCY'S GOVERNING BODY GRANTING APPROVAL IN ACCORDANCE WITH RULE 9K-9, FLORIDA ADMINISTRATIVE CODE, (3) CONFIRMATION THAT THE TOTAL PURCHASE PRICE IS NOT IN EXCESS OF THE FINAL MAXIMUM APPROVED PURCHASE PRICE OF THE PROPERTY, AND (4) LOCAL GOVERNMENT AND ACQUIRING AGENCY APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER BY SELLER. THE ACQUIRING AGENCY'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS CONTRACT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE.

THIS IS TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

SELLER



Witness as to Seller



Witness as to Seller

MERRITT ISLAND LAND TRUST, INC.,
A Florida Corporation

By: 

Name: RIC E. GRIFFIS

Its: _____

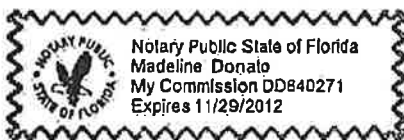
F. E. I. D. No. _____

2-15-10
Date signed by Seller

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 15 day of February, 2010, by RIC E. GRIFFIS as PRESIDENT of MERRITT ISLAND LAND TRUST, INC. who is personally known to me or who has produced a driver license issued within the last five years as identification.

(NOTARY PUBLIC)
SEAL





Notary Public

Madeline Donato

(Printed, Typed or Stamped Name of

Notary Public)

Commission No.: DD840271

My Commission Expires: 11/29/12



PURCHASER

LOCAL GOVERNMENT

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

By: Mary Bolin
MARY BOLIN, Chairman

As approved by the Board on FEB 23 2010

Attest:

[Signature]
Clerk

(OFFICIAL SEAL)

STATE OF FLORIDA
COUNTY OF BREVARD

This is to certify that the foregoing is a
true and correct copy of the original
as presented to my hand
and sealed as such this 1 day of
March 2010

SCOTT ELLIS
Clerk Circuit Court
BY [Signature] D.C.

Reviewed as to legal form and content

By: [Signature]

Date: 5/17/10

RI

PURCHASER

ACQUIRING AGENCY

FLORIDA COMMUNITIES TRUST

By:

KEN REECY

Community Program Manager

5.12.10

Date signed by Acquiring Agency

Gayle H. Brett
Witness as to Acquiring Agency

Q. T. S.
Witness as to Acquiring Agency

Approved as to Form and Legality

By:

[Signature]
Trust Counsel

Date:

April 27, 2010

STATE OF FLORIDA)

COUNTY OF LEON)

The foregoing instrument was acknowledged before me this 12th day of May, 2010, by **KEN REECY**, Community Program Manager, Florida Communities Trust, on behalf of the Acquiring Agency. He is personally known to me.

(NOTARY PUBLIC)
SEAL

Gayle H. Brett
Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.:

My Commission Expires



RL

EXHIBIT "A"
Legal Description

A parcel of land lying in Section 35, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

BEGIN at an iron rod monumenting the Southwest corner of Lot 17, Block "A" of MAP NO. ONE, MERRITT WINTER HOME DEVELOPMENT, recorded in Plat Book 2, Page 55 of the public records of Brevard County, Florida, and run S. 03°28'07"E, along a radial line, a distance of 10.27 feet to a nail and disk on the North right of way line of State Road No. 520 (as determined by Florida Department of Transportation right of way map, State Job #70100, Project #1124, dated June 1977) said point being on an 11,494.20 foot radius curve to the left; thence Westerly, along the arc of said curve and along said right of way line, thru a central angle of 03°35'34", a distance of 720.77 feet to an iron rod; thence N. 05°11'25"W., a distance of 79.27 feet to a nail and disk set in an existing wood dock; thence continue N. 05°11'28"W., a distance of 2 feet, more or less to and into the waters of the Indian River; thence return to the POINT OF BEGINNING and run N. 11°28'42"W., along the Westerly right of way line of Myrtice Avenue (formerly known as Indian River Boulevard), a distance of 87.27 feet to a nail and disk monumenting a Northeast corner of the "Casino Lot" (as indicated on the subdivision record plat of MERRITT CITY SUBDIVISION recorded in Plat Book 3, Page 45 of the public records of Brevard County, Florida); thence S. 83°22'47"W., along a North line of said "Casino Lot", a distance of 21.75 feet to an iron rod on the Westerly right of way line of Myrtice Avenue (a 40 foot wide right of way); thence N. 16°21'00"W., along said Westerly right of way line, a distance of 120.98 feet to a concrete monument on the Westerly extension of the North line of Lot 31, Block 1 of said MERRITT CITY SUBDIVISION; thence West, along said Westerly extension of the North line of Lot 31, Block 1, a distance of 345 feet, more or less to and into the waters of the Indian River; thence Southwesterly, meandering said waters of the Indian River, to an intersection with the third course of this description.

Parcel 2

Lots 28, 29, 30, 31, 32, 33, 44, 45, 46, 47, 48 and 49, Block 1, MERRITT CITY SUBDIVISION, according to the plat thereof as recorded in Plat Book 3, page 45, public records of Brevard County, Florida.

Together with outlots appertaining to same and all riparian rights and water privileges appertaining to any of the above-described property.

Excepting therefrom that certain tract or parcel thereof heretofore conveyed by Curtis Ireland and Mary R. Ireland, his wife, to Gingsas Boat Works, Inc., a corporation of Florida, by Warranty Deed dated June 12, 1941, filed June 17, 1941 and recorded in Deed Book 256, Page 341, public records of Brevard County, Florida.

A parcel of land lying in Section 35, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at a 1/2 inch iron rod (no identification) which monuments the Southwest corner of Lot 17, Block "A" of MAP NO. ONE, MERRITT WINTER HOME DEVELOPMENT, recorded in Plat Book 2, Page 55 of the public records of Brevard County, Florida, and run S. 03°28'07"E, along the West right of way line of Myrtice Avenue and on a line radial to the right of way curve of State Road No. 520, a distance of 10.27 feet to a point on the North right of way line of said State Road No. 520, said point being on an 11,494.20 foot radius curve to the left; thence Westerly, along the arc of said curve and along said North right of way line, thru a central angle of 01°15'57" a distance of 253.93 feet to the POINT OF BEGINNING; thence continue Westerly, along said right of way line and curve, thru a central angle of 00°22'26" a distance of 75.00 feet; thence N. 04°44'04"W., a distance of 100.00 feet; thence N. 83°04'43"E, a distance of 75.00 feet; thence S. 04°44'04"E, on a line radial to the right of way curve of aforesaid State Road No. 520, a distance of 100.00 feet to the POINT OF BEGINNING; containing 0.172 acres.

EXHIBIT "A"
Legal Description

Two parcels of filled sovereignty land in the Indian River, Section 35, Township 24 South, Range 36 East, Bravard County, Florida, more particularly described as follows:

Commencing at an iron pipe at the Southwest corner of Lot 17, Block A, of the original survey of Merritt Winter Home Development, as recorded in Plat Book 2, page 55, public records of Bravard County, Florida; thence run South $78^{\circ}14'35''$ West 7.48 feet to the South-east corner of the Casino Building; thence along the Northerly right of way line of Palmetto Avenue, also shown as Cocoa Beach Boulevard on the plat of Merritt City Subdivision, as recorded in Plat Book 3, page 45, South $82^{\circ}48'47''$ West a distance of 40 feet, more or less, to the original shoreline of the Indian River, according to the Merritt City Subdivision plat, and the Point of Beginning of this description; thence continue South $82^{\circ}48'47''$ West along said Northerly right of way line, a distance of 163 feet to the Point of a curve concave Southwesterly having a radius of 11,494.16 feet; thence along said curve through a central angle of $0^{\circ}40'58''$, an arc distance of 137.0 feet; thence North $15^{\circ}13'25''$ West, 243.58 feet to an intersection with the Westerly projection of the North line of Lot 31, Merritt City Subdivision; thence run North $89^{\circ}27'10''$ East along said Westerly projection a distance of 300 feet, more or less, to the said shoreline of the Indian River; thence Southeasterly, recrossing said shoreline, a distance of 214 feet, more or less, to the Point of Beginning; containing 1.55 acres, more or less.

AND

Commencing at an iron pipe at the Southwest corner of Lot 17, Block A, of the original survey of Merritt Winter Home Development as recorded in Plat Book 2, page 55, public records of Bravard County, Florida; thence run South $78^{\circ}14'35''$ West, 7.48 feet to the Southeast corner of the Casino Building; thence along the Northerly right of way line of Palmetto Avenue, also shown as Cocoa Beach Boulevard on the plat of Merritt City Subdivision, South $82^{\circ}48'47''$ West a distance of 203.86 feet to the point of a curve concave to the Southwesterly having a radius of 11,494.16 feet, said point being on the North right of way line of SR 1320; thence continue along said right of way curve, through a central angle of $0^{\circ}40'58''$, an arc distance of 137.00 feet to the Point of Beginning of this description; from the Point of Beginning, continue along the said right of way curve, through a central angle of $0^{\circ}56'16''$, an arc distance of 188.13 feet; thence run North $6^{\circ}41'30''$ West 60.35 feet to the shoreline of the Indian River; thence run along the shoreline of the Indian River North $34^{\circ}55'20''$ East 147.00 feet and North $20^{\circ}30'10''$ East 79.86 feet; thence run North $89^{\circ}27'10''$ East 18.0 feet, more or less, to a point on the 1936 Bulkhead Line; along the said 1936 Bulkhead Line, South 15° East 243.58 feet to the Point of Beginning; 27,507 square feet, more or less, or 0.59

FINAL LEGAL DESCRIPTION WILL BE DETERMINED UPON RECEIPT AND APPROVAL OF
FINAL SURVEY AS REQUIRED IN PARAGRAPH 5.

ADDENDUM
BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
(OTHER)

STATE OF FLORIDA)
COUNTY OF BREVARD)

Before me, the undersigned authority, personally appeared
Tim E. Griffiths, this 15 day of Feb, 2010, who, first
being duly sworn, deposes and says:

1) That **MERRITT ISLAND LAND TRUST, INC.**, a Florida Corporation, whose address is 580 West Merritt Island Causeway, Merritt Island, Florida 32952, is the record owner of the Property. The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the Property:

(if more space is needed, attach separate sheet)

<u>Name</u>	<u>Address</u>	<u>Interest</u>
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2) That to the best of the affiant's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits incident to the sale of the Property are:

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
Thomas E. Norwood	1049 Rockledge Drive #207 Rockledge, FL 32955	Broker	3% of Purchase Price
Joe T. Caruso	Law Office of Caruso, Swerbilow & Camerota, P.A. 190 Fortenberry Road, Suite 107 Merritt Island, FL 32952	Legal fees	Pending Final Closing

3) That, to the best of the affiant's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of affiant) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of title to the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA:

<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
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This affidavit is given in compliance with the provisions of Sections 286.23 and 380.08(2), Florida Statutes.

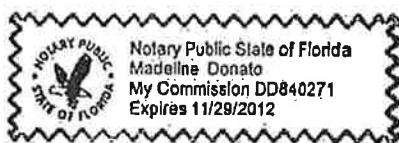
AND FURTHER AFFIANT SAYETH NOT.

AFFIANT

MERRITT ISLAND LAND TRUST, INC.,
a Florida Corporation

Ric E. Griffiths

SWORN TO and subscribed before me this 15 day of February, 2010, by RIC E. GRIFFIS as _____ of _____, who is personally known to me or who has produced a drivers license as identification and who did take an oath.



Madeline Donato
Notary Public
Madeline Donato
(Printed, Typed or Stamped Name of Notary)
Commission No.: DD 840271
My Commission Expires: 11/29/12

FLORIDA COMMUNITIES TRUST
APPROVED AS TO FORM AND LEGALITY

By: [Signature]
Trust Counsel
Date: April 27, 2010

Rh.

ADDENDUM
(CORPORATE/FLORIDA)

A. At the same time that Seller submits the closing documents required by paragraph 9. of this Agreement, Seller shall also submit the following to Purchaser:

1. Corporate resolution which authorizes the sale of the Property to Purchaser in accordance with the provisions of this Agreement and a certificate of incumbency,
2. Certificate of good standing from the Secretary of State of the State of Florida, and
3. Copy of proposed opinion of counsel as required by paragraph B. below.

B. As a material inducement to Purchaser entering into this Agreement and to consummate the transaction contemplated herein, Seller covenants, represents and warrants to Purchaser as follows:

1. The execution of this Agreement and the performance by it of the various terms and conditions hereof, including, without limitation, the execution of all agreements, notices and other documents hereunder, have been duly authorized by the requisite corporate authority of Seller.
2. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and is duly qualified to own real property in the State of Florida.
3. This Agreement, when executed and delivered, will be valid and legally binding upon Seller and enforceable in accordance with its terms and neither the execution of this Agreement and the other instruments to be executed hereunder by Seller, nor the performance by it of the various terms and conditions hereto will violate the Articles of Incorporation or By-Laws of Seller.

At the closing, Seller shall deliver to Purchaser an opinion of counsel to the effect that the covenants, representations and warranties contained above in this paragraph B. are true and correct as of the closing date. In rendering the foregoing opinion, such counsel may rely as to factual matters upon certificates of other documents furnished by partners, officers, officials and other counsel of Seller, and upon such other documents and data as such partners, officers, officials and counsel may deem appropriate.

SELLER


MERRITT ISLAND LAND TRUST, INC.
A Florida Corporation

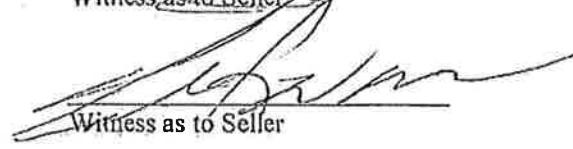
By: 

RIC E. GRIFFIS

Its: _____

(CORPORATE SEAL)


Witness as to Seller


Witness as to Seller

F.E.I.D. No. _____

2-15-10
Date signed by Seller

PURCHASER

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

By: Mary Bolin
MARY BOLIN, Chairman

As approved by the Board on FEB 23 2010

Attest:

[Signature]
Clerk

(OFFICIAL SEAL)

STATE OF FLORIDA
COUNTY OF BREVARD

Reviewed as to legal form and content
By: [Signature]

Date: 5/17/10

This is to certify that the foregoing is a
true and current copy of _____

adm witness my hand
and official seal this 1 day of
March 2010

SCOTT ELLIS
Clerk Circuit Court
BY [Signature] D.C.

ACQUIRING AGENCY

FLORIDA COMMUNITIES TRUST

By: Ken Reecy
KEN REECY,
Community Program Manager

[Signature]
Witness as to Acquiring Agency

[Signature]
Witness as to Acquiring Agency

5-12-10
Date signed by Acquiring Agency

Approved as to Form and Legality

By: [Signature]
Date: April 27, 2010

[Signature]

ADDENDUM
(IMPROVEMENTS/PURCHASER)

A. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. This notice is being provided in accordance with Section 404.056(8), Florida Statutes. Local Government may, at its sole cost and expense, have the buildings that will remain on the Property inspected and tested for radon gas or radon progeny by a qualified professional properly certified by the Florida Department of Health and Rehabilitative Services. If radon gas or radon progeny is discovered, Purchaser shall have the option to either: (a) accept the Property as it then is with no reduction in the Purchase Price or (b) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement.

B. Wood Destroying Organisms Inspection Report. Local Government may, at its sole cost and expense, obtain a Wood Destroying Organisms Inspection Report made by a state licensed pest control firm showing the buildings that are to remain on the Property to be visibly free of infestation or damage by termites or other wood-destroying pests. If the report shows such infestation or damage, Purchaser shall have the option to either: (a) accept the Property as it then is with no reduction in the Purchase Price or (b) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement.

C. Maintenance of Improvements. Seller shall, if required by Purchaser, maintain the roofs, doors, floors, steps, windows, exterior walls, foundations, all other structural components, major appliances and heating, cooling, electrical and plumbing systems on all improvements that will remain on the Property in good working order and repair up to the date of closing. Local Government may, at its expense, have inspections made of said items by licensed persons dealing in the repair and maintenance thereof. If the inspection reveals that any of the improvements that will remain on the Property are in need of repair, Purchaser shall have the option to either: (a) accept the Property as it then is with no reduction in the Purchase Price or (b) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement.

SELLER

MERRITT ISLAND LAND TRUST, INC.,
A Florida Corporation


Ric E. Griffiths

2-15-10
Date signed by Seller

PURCHASER

LOCAL GOVERNMENT

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

By: 
MARY BOLIN, Chairman

FEB 23 2010

Date signed by Purchaser

FLORIDA COMMUNITIES TRUST

By: 
KEN REECY, Community Program Manager

5-12-10

Date signed by Purchaser

IMPURADD.FCT
REV. 04/12/01

Blue Crab Cove Ph II- Site Development Plan

Parking (Ph I & Ph II)
&
Stormwater

Aquaculture & Oyster
Restoration Center

Maritime Education Facility

Blue Crab Cove Ph I

Google Earth

100 ft



Blue Crab Cove - Phase I & Phase II

