



AGENDA REPORT
July 23, 2019

**Approval of Resolution to Terminate Incentive Agreement and Approve Sale
of Industrial Property**

SUBJECT:

Seeking approval from the Board of County Commissioners (BOCC) to terminate the economic incentive agreement existing between the North Brevard Economic Development Zone (NBEDZ) and Embraer Aircraft Holding, Inc., and Embraer Aero Seating Technologies, LLL (together hereinafter referred to as the COMPANY), and to approve the sale of a 15-acre parcel in the Spaceport Commerce Park (referred to as Parcel 1 in the attached documentation) that is currently being leased to the COMPANY.

FISCAL IMPACT:

The termination agreement would require the COMPANY to repay to the NBEDZ economic incentive grant funds issued to it and totaling \$1.65 million. Net proceeds from the sale of property currently being leased by the COMPANY would be deposited into a NBEDZ account for use on Spaceport Commerce Park-related expenditures only, per BOCC Ordinance No. 2013-08.

DEPT/OFFICE:

North Brevard Economic Development Zone

REQUESTED ACTION:

The NBEDZ requests that the BOCC approve a resolution to terminate the economic incentive agreement existing between the NBEDZ and the COMPANY, and permit the sale of land in the County-owned Spaceport Commerce Park to the COMPANY for \$375,000, in accordance with an option-to-purchase clause provided for in the ground lease agreement. It is further requested that the BOCC Chair be authorized to execute all documents in connection thereof.

SUMMARY EXPLANATION and BACKGROUND:

In 2015, county officials worked with an economic development prospect known as "Project Eagle" to induce the location of a new manufacturing project in Brevard County. Based upon the offer of an economic incentive, Embraer Aero Seating Technologies, LLC, (Project Eagle) decided to build a 50,000 sq. ft. manufacturing center in Titusville for the creation of passenger aircraft seats for Embraer jets and other aviation companies; the firm currently employs approximately 50 people at the Titusville plant.

Anticipated changes within the COMPANY have led management to seek a termination of

the existing economic incentive agreement in place between the COMPANY and the NBEDZ, and the return of grant funds issued to it, in connection with the Titusville project. However, the COMPANY plans to continue operations in Titusville, and so, it is desirous of exercising an option under the ground lease agreement executed by and between the COMPANY and County to purchase the fifteen-acre parcel upon which it built an \$8 million manufacturing facility. The NBEDZ, acting as the County's authorized agent for developing industrial lots within the Spaceport Commerce Park, formally reviewed the company's request and approved it, at a NBEDZ board of directors' meeting held on June 14, 2019.

Per Ordinance No. 2013-08, the NBEDZ is requesting that the BOCC approve of the termination of the economic incentive agreement, and the sale of the industrial property as presented.

CLERK TO THE BOARD INSTRUCTIONS:

Will need a copy of the adopted resolution of the BOCC, a signed copy of the Termination Agreement, and a signed copy of the real estate purchase contract, if approved.

ATTACHMENTS:

Description

- ▢ **Resolution Approving Termination Agreement and Sale of Industrial Property**
- ▢ **Termination Agreement**
- ▢ **Real Estate Contract with Legal Description**
- ▢ **Restrictive Covenants on Park**
- ▢ **Project Eagle - Executed 2015 Incentive Agreement**
- ▢ **Project Eagle - Executed 2015 Ground Lease Agreement**
- ▢ **Project Eagle Exhibit A**
- ▢ **Project Eagle Exhibit B**
- ▢ **Project Eagle Exhibit C**
- ▢ **Project Eagle Exhibit D**



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

July 24, 2019

M E M O R A N D U M

TO: Troy Post, NBEDZ Director

RE: Item J.1., Resolution, Termination Incentive Agreement, and Sale of Industrial Property

The Board of County Commissioners, in regular session on July 23, 2019, adopted Resolution No. 19-118; approved and executed Termination Agreement between North Brevard Development District, Brevard County, Embraer Aircraft Holding, Inc., and Embraer Aero Seating Technologies, LLC (together referred to the Company) for economic incentive, permitting the sale of land in the County-owned Spaceport Commerce Park to the Company for \$375,000 in accordance with an option-to-purchase clause provided for in the ground lease agreement; and approved and executed Contract for Sale and Purchase and Addendum with Embraer Aero Seating Technologies, LLC. Enclosed are a fully-executed Resolution, an executed Termination Agreement, and an executed Contract for Sale and Purchase and Addendum.

Upon execution by all parties, please return a fully-executed Termination Agreement and Contract for Sale and Purchase 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

Encls. (3)

cc: Contracts Administration
Finance
Budget

RESOLUTION No. 2019 - 118

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, APPROVING THE TERMINATION OF THE ECONOMIC INCENTIVE AGREEMENT DATED DECEMBER 14, 2015, EXISTING BY AND BETWEEN EMBRAER AIRCRAFT HOLDING, INC., EMBRAER AERO SEATING TECHNOLOGIES, LLC, THE NORTH BREVARD ECONOMIC DEVELOPMENT SPECIAL DISTRICT, AND THE BREVARD COUNTY BOARD OF COMMISSIONERS, AND AUTHORIZING THE CONVEYANCE OF REAL PROPERTY INTEREST IN A PARCEL WITHIN THE SPACEPORT COMMERCE PARK TO EMBRAER AIRCRAFT HOLDING, INC., AND EMBRAER AERO SEATING TECHNOLOGIES, LLC.

WHEREAS, Brevard County, Florida, a political subdivision of the State of Florida, 2725 Judge Fran Jamieson Way, Viera, Florida 32940, hereinafter known as the COUNTY, created the North Brevard Economic Development Special District, hereinafter known as the DISTRICT, under the powers vested in the County under Chapter 125, Florida Statutes and Chapter 189, Florida Statutes, to advance commerce and industry in the District; and,

WHEREAS, the Florida Legislature enacted Section 125.045, Florida Statutes, which confers economic development powers to counties and authorizes the expenditure of public funds for economic development activities as a valid public purpose; and

WHEREAS, the County approved Resolution No. 2012-113, adopting the written Economic Development Plan of the District, as approved by its board of directors, which calls for the District, among other tasks, to grant economic incentives to induce new business developments, in accordance with the District's written plan, including annual economic development cash incentives; and

WHEREAS, the District and the County worked in 2015 with Embraer Aircraft Holding, Inc., and Embraer Aero Seating Technologies, LLC, hereinafter together known as the COMPANY, to choose a site within the geography of the District, in large part due to the offer of an Economic Incentive from the District; and

WHEREAS, the District formally approved an Economic Incentive for the Company at a meeting of its board of directors on April 24, 2015, the proceeds of which were used by the Company as the local support necessary to construct a manufacturing facility in the County-owned Spaceport Commerce Park in Titusville, a project which

resulted in the creation of approximately 50 new jobs and a capital investment of more than \$8 million; and

WHEREAS, the DISTRICT and the COMPANY entered into an Economic Incentive Agreement dated December 14, 2015 to provide grant funds for up to \$2,500,000 as reimbursement for constructing a 50,000 square foot manufacturing facility in the Brevard County-owned Spaceport Commerce Park in Titusville; and

WHEREAS, pursuant to Chapter 82-264, Laws of Florida, for the purpose of industrial development, Brevard County is authorized to sell or otherwise dispose of County-owned property within specific boundaries of the Spaceport Commerce Park by private sale without compliance with Section 125.38; and

WHEREAS, the DISTRICT and the COMPANY also entered into a Ground Lease Agreement dated December 14, 2015, the purpose of which was to provide the Company with the ability to lease fifteen (15) acres of County-owned land within the Spaceport Commerce Park through December 31, 2025; and

WHEREAS, the Ground Lease Agreement gives the COMPANY the right and option to purchase the leased fifteen (15)-acre parcel (hereinafter referred to as Parcel 1 and depicted in Exhibit "A" to this resolution) at any time during the initial lease term for the sum of \$375,000.00, and

WHEREAS, the COMPANY now desires to reimburse the DISTRICT for 100% of the grant funds paid to the COMPANY and purchase Parcel 1, actions which together would effectively end the Economic Incentive Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Brevard County, Florida, agree as follows:

1. That the foregoing recitations are true and correct and by this reference incorporated;
2. That the sale of Parcel 1 promotes industrial development;
3. To enter into a Termination Agreement of the Economic Incentive with the Company, wherein the Company shall agree to return to the District 100% of grant funds paid to the Company by the District;
4. Upon completion of a survey of the property, to transfer ownership of an approximately fifteen (15) acre parcel generally described in the attached Exhibit "A" and referred to as Parcel 1 to Embraer Aircraft Holding, Inc., and Embraer Aero Seating Technologies, LLC, at the price of \$25,000 per acre; and

5. To empower the Chair, Board of County Commissioners, to execute all necessary documents related to the termination of the economic incentive and to this real estate transaction.

DONE, ORDERED, and ADOPTED, in regular session, this 23 day of July, 2019.

ATTEST:

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

BY: 

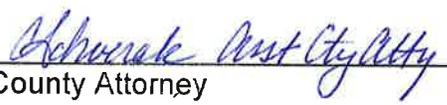
Scott Ellis, Clerk

By: 

Kristine Isnardi, Chair

As approved by the Board on 7/23/2019

Approved as to legal form & content:


County Attorney

NORTH BREVARD DEVELOPMENT DISTRICT PROJECT EAGLE TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (The "Agreement") as of the effective date, is made by and between the following Parties: the NORTH BREVARD DEVELOPMENT DISTRICT (hereinafter called the "DISTRICT"), a dependent special district created by the Brevard County Board of County Commissioners, pursuant to section 125.045, Florida Statutes and Brevard County Ordinance No. 2011-16 and Ordinance No. 2011-18; BREVARD COUNTY, a political subdivision of the State of Florida, in its own name (hereinafter called the "COUNTY"); and EMBRAER AIRCRAFT HOLDING, INC. and EMBRAER AERO SEATING TECHNOLOGIES, LLC, a Delaware limited liability company (together hereinafter referred to as the "COMPANY"). Hereinafter DISTRICT, COUNTY, and COMPANY may be referred to individually as Party or collectively as Parties.

RECITALS

WHEREAS, Brevard County, Florida, a political subdivision of the State of Florida, 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, hereafter known as the COUNTY, owns certain real property described as Parcel 1 and Parcel 2 preliminarily described and depicted at Attachment "A;" and

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

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

WHEREAS, the DISTRICT and the COMPANY entered into an economic incentive agreement dated December 14, 2015, to provide grant funds for up to \$2,500,000 as reimbursement for constructing a 50,000 square foot manufacturing facility in the Brevard County-owned Spaceport Commerce Park in Titusville; and

WHEREAS, the DISTRICT and the COMPANY also entered into a ground lease agreement dated December 14, 2015 to lease fifteen (15) acres of land within the Spaceport Commerce Park in Titusville through December 31, 2025; and

WHEREAS, the COMPANY did construct and currently operates a 50,000 square foot manufacturing facility on the site; and

WHEREAS, the ground lease gives the COMPANY the right and option to purchase the leased fifteen (15)- acre ground (hereinafter referred to as Parcel 1) at any time during the initial lease term for the sum of \$375,000.00, and

WHEREAS, the ground lease states that upon receipt of the payment, the COUNTY shall deliver to the COMPANY title to the property that is free and clear of any encumbrance, except those restrictive covenants described in the ground lease agreement in Attachment "D;" and

WHEREAS, the ground lease also gives the COMPANY the right-of-first refusal to purchase a contiguous tract of land in the Spaceport Commerce Park, described as Parcel 2 on the attached site plan, for the sum of \$125,000.00; and

WHEREAS, the COMPANY desires to reimburse the DISTRICT for 100% of the grant funds paid to the COMPANY and to purchase Parcel 1; and

WHEREAS, the sale of Parcel 1 promotes industrial development and the DISTRICT and the COUNTY are amenable to this resolution of the relationship; and

WHEREAS, the Company intends to maintain its current functions at its site located in the North Brevard Economic Development Zone.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained within this document, and other valuable and good consideration, the DISTRICT, COUNTY and the COMPANY agree as follows:

- 1. RECITALS.** The above recitals are true and correct and are incorporated to this Agreement.
- 2. EFFECTIVE DATE.** This termination agreement is effective on the date all parties sign this Agreement (the "Effective Date").
- 3. REIMBURSEMENT OF ECONOMIC INCENTIVE.** Upon the Effective Date, the Parties agree that the COMPANY will no longer be entitled to an economic incentive under that certain economic incentive agreement dated December 14, 2015 (the "Incentive Agreement"). The COMPANY agrees to reimburse the DISTRICT all funds received from the DISTRICT for a total of one million six hundred and fifty thousand dollars and zero cents (\$1.65 million) (the "Incentive Funds") to an account specified by the DISTRICT. The Parties agree that upon receipt of the funds the Parties shall execute Attachment "C" and thereafter the Incentive Agreement will be terminated, and the COMPANY's right-of-first refusal as to Parcel 2 shall be waived and terminated.
- 4. SALE OF PARCEL 1.** Upon the reimbursement of the Incentive Funds to the DISTRICT, the Parties agree to execute a contract (the "Purchase Agreement")

substantially in the form of Attachment "C" for sale and purchase of Parcel 1 in fee simple to Embraer Aero Seating Technologies, LLC for the sum of three-hundred and seventy-five thousand dollars and zero cents (\$375,000.00), subject to the restrictions and recorded covenants at Attachment "B". Additionally, the purchase price will be adjusted for additional acreage based upon a per acre price of \$25,000.00, based upon a survey of the exact parcel to be conveyed which includes an adjustment of the boundary lines in Attachment "A" to accommodate a 15-foot easement for drainage and utilities along all side and rear property lines, as required by Enterprise Park Plat, Plat Book 32, Page 74. The executed Purchase Agreement is attached and incorporated to this agreement as Attachment "C." The real estate closing will occur within ninety (90) days of the execution of Attachment "C" or such later time as the Parties agree in writing to address and accommodate inter alia title search, title commitments, land surveys or as may be deemed necessary for closing. Upon the transfer of fee simple ownership and receipt of funds, the Parties agree that the ground lease is terminated.

5. ATTORNEY FEES AND EXPENSES

Should either Party prosecute any action in connection with this Agreement for collection of payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement herein contained, each party shall bear its own attorney's fees and costs, including expert witness fees, if any. Both parties agree to waive any right to jury trial.

6. NOTICES AND ADMINISTRATORS

- 6.1** All notices required or permitted under this Agreement and any written consents or approvals required hereunder shall be in writing and are in effect upon receipt. Notices shall be transmitted either by personal hand delivery; United States Postal Service (USPS), certified mail return receipt requested; or, overnight express mail delivery. E-mail and facsimile transmission may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.
- 6.2** The Parties' designated representatives and their respective addresses for purposes of this Agreement are as follows:

Embraer Aero Seating Technologies, LLC
c/o Corporate Creations Network Inc.
11380 Prosperity Farms Road, Suite 221E
Palm Beach Gardens, FL 33410

Embraer Aircraft Holding, Inc.
c/o Corporate Creations Network Inc.
11380 Prosperity Farms Road, Suite 221E
Palm Beach Gardens, FL 33410

Troy Post, Executive Director
NORTH BREVARD ECONOMIC DEVELOPMENT ZONE
400 South Street – Suite 1A
Titusville, FL 32780
E-mail: troy.post@brevardfl.gov

7. ASSIGNMENT, BINDING EFFECTS, AND RELEASE

- 7.1** This Agreement may not be assigned by COMPANY to any other legal entity or person without the prior written consent of the DISTRICT and COUNTY and only upon satisfactory terms providing for the completion of the Project. Notwithstanding the foregoing, the COMPANY shall have no right to assign the Purchase Agreement without COUNTY's written consent, which consent may be granted or withheld in COUNTY's sole discretion; provided, however, Embraer Aero Seating Technologies, LLC (hereinafter "Embraer Seating") shall be permitted to assign this Agreement to any entity wholly owned or controlled by Embraer Seating without COUNTY's prior written consent, provided, however, that (i) Embraer Seating provides prompt written notice to DISTRICT and COUNTY of any such assignment and (ii) Embraer Seating's assignee agrees to make such representations and warranties as to entity status and authorization as may reasonably be requested by DISTRICT and COUNTY or required by Title Company. Any such permitted assignment by Embraer Seating shall not relieve Embraer Seating of any of its obligations under the Purchase Agreement, whether such obligations are incurred before or after Closing.
- 7.2** This Agreement shall be binding upon the successors and assigns of the Parties to the extent such assignment has been consented to by COUNTY.
- 7.3** Except for the purpose of enforcing the terms of this Agreement and any ancillary agreement, each Party, its predecessors, successors, parents, subsidiaries, and affiliated and/or related companies, and each of their respective present, former, and future officers, directors, employees, representative, joint ventures, partners, agents, business entities, attorneys, administrators, and assignors or assignees shall refrain and forbear forever from, directly or indirectly, commencing, instituting, prosecuting, or filing any Claim or demand in connection with, or on its own, any lawsuit, action, or proceeding against the other Party in connection with this Agreement; the economic incentive agreement, dated December 14, 2015; and the ground lease agreement, dated December 14, 2015.

8. GOVERNING LAW, VENUE AND WAIVER OF REMOVAL TO FEDERAL COURT, SERVICE OF PROCESS, REMEDY FOR UNLAWFUL PAYMENTS

8.1 This Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Florida. Venue in any litigation arising out of this agreement shall be Brevard County, Florida in the state court with jurisdiction. COMPANY consents and waives any objection or defenses relating to Florida state court having jurisdiction over any dispute or claim arising out of this agreement and consents to process being served upon its Florida registered agent. COMPANY expressly waives removal of any claim or action arising under this agreement to federal court.

8.2 COMPANY agrees that any public expenditure found to be unlawful by a court of competent jurisdiction shall be reimbursed to the DISTRICT.

9. MODIFICATION

This Agreement may not be changed or modified except by written instrument signed by all of Parties.

10. FURTHER ASSURANCES

Each Party, without further consideration, shall take such action, execute and deliver such documents as the other may reasonably request to correct or effectuate the purpose of this Agreement.

11. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement, nor any act of the Parties, shall be deemed or construed by the Parties hereto or by any third party to create a relationship of principal and agent, partnership, joint venture or of any similar association whatsoever between COMPANY and DISTRICT.

12. PROMOTION OF ECONOMIC INCENTIVES

As to those matters not covered by a lawful confidentiality agreement, with the consent of the COMPANY, the DISTRICT may issue news releases, public announcements, advertisements, or other forms of publicity concerning its efforts in connection with this Agreement.

13. PUBLIC RECORDS DISCLOSURES

13.1 The COMPANY agrees and understands that Florida has broad public disclosure laws, and that any written communications with the COMPANY, to include emails, email addresses, a copy of this contract, and any supporting

documentation are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute.

Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. In this case, the portion of the COMPANY's records relating to the acceptance and use of the DISTRICT's economic incentive grant are public records that may be subject to production upon request. The COMPANY agrees to keep and maintain these public records until completion of the contract.

Upon a request for public records related to this Agreement, the COMPANY will forward any such request to the DISTRICT. The DISTRICT will respond to any public records request. Upon request, the COMPANY will provide access or electronic copies of any pertinent public records to the DISTRICT within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. Upon completion of the contract, COMPANY will transfer, at no cost, to the DISTRICT, any public records in its possession.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE DISTRICT, MR. TROY POST, TROY.POST@BREVARDFL.GOV, 400 SOUTH STREET, TITUSVILLE, FLORIDA 32780.

13.2 The COMPANY agrees and acknowledges that the BREVARD COUNTY will consider all documentation the DISTRICT submits to support payment of this grant to the COMPANY to be subject to public records disclosure. If COMPANY has a specific concern that any portion of the documentation supporting payment should be redacted under a confidentiality agreement, under section 288.075, Florida Statutes, or under Chapter 119, Florida Statutes, the COMPANY should address that concern with the DISTRICT prior to submission for payment.

14. REPRESENTATIONS AND WARRANTIES.

COMPANY represents that it is possessed with all requisite lawful authority to enter into this Agreement, and the individual executing this Agreement is possessed with the authority to so sign and bind COMPANY.

15. SEVERABILITY

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall use their best efforts to rehabilitate and replace the unenforceable provision or provisions of this Agreement with lawful terms and conditions approximating the original intent of the Parties.

16. ENTIRE AGREEMENT, CONSTRUCTION, AND DUPLICATE AGREEMENTS

This Agreement contains the entire understanding of the Parties. This Agreement is executed in duplicate originals. The parties acknowledge that they fully reviewed this Agreement and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of the Agreement.

17. COUNTERPARTS AND AUTHORITY. This Agreement may be executed in counterparts all of which, taken together, shall constitute one and the same Agreement. Each party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that party to the obligations stated herein.

(Signature Page Follows)

IN WITNESS WHEREOF, the DISTRICT, COUNTY and the COMPANY have caused this agreement to be executed and delivered by their duly authorized representatives.

Signed, Sealed and Delivered in the presence of:

**EMBRAER AIRCRAFT HOLDING, INC.
("COMPANY")**

Witness

By: _____

Its: _____

Date

**EMBRAER AERO SEATING
TECHNOLOGIES, LLC.
("COMPANY")**

Witness

By: _____

Its: _____

Date

**NORTH BREVARD DEVELOPMENT
DISTRICT ("DISTRICT")**

BY: _____
Chairman

ATTEST:



Scott Ellis, Clerk

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: 

Kristine Isnardi, Chair

(as approved by the Board July 23, 2019)

APPROVED AS TO FORM:

BY: _____

Assistant County Attorney

Attachment A – legal description of Parcel 1

Attachment B – Restrictive Covenants and Encumbrances

Attachment C – Form of Contract for Sale of Real Estate

Attachment D – Executed Contract for Sale of Real Estate

good

CONTRACT FOR SALE AND PURCHASE

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

Buyer: Embraer Aero Seating Technologies, LLC, a Delaware limited liability company

Legal description of property being transferred: A parcel measuring 15 acres (m/l), and contained within the Spaceport Commerce Park in Titusville, to be more particularly described in the attached Exhibit "A" attached hereto and incorporated herein, based upon a survey of the exact parcel completed prior to closing. The transfer shall be made pursuant to the following terms and conditions and the Standards for Real Estate Transactions, on Page 3 of this contract.

Purchase price: \$375,000.00 (Three-Hundred and Seventy-Five Thousand Dollars and Zero Cents) for a parcel measuring 15 acres, plus a price adjustment for additional acreage based upon a per acre price of \$25,000.00 acre, based upon a survey of the exact parcel to be conveyed which includes an adjustment of the boundary lines in Exhibit "A" to accommodate a 15 foot easement for drainage and utilities along all side and rear property lines, as required by Enterprise Park Plat, Plat Book 32, Page 74.

Deposit: N/A

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

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

Closing Date: This transaction shall be closed and the deed and other closing papers delivered within 90 days of the effective date of this contract, unless modified by other provisions of this Contract, or by mutual agreement of the Parties.

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

- a. SELLER warrants that there are no parties in occupancy, other than Buyer.
- b. BUYER hereby acknowledges that no real estate broker or agent has been involved as a representative of the BUYER, and that no real estate commission fee is due from SELLER.



Inspections and Environmental Representations: N/A. The BUYER shall purchase the property in AS-IS condition subject to the following:

a) SELLER represents that to the best of its knowledge after reasonable diligence no portion of SELLERS property has been listed, designated or identified in the National Priorities List or the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, aka CERCLA, Information System both as published by the United States Environmental Protection Agency, or any similar list of sites published by any federal, state or local authority proposed for requiring clean up or remedial or corrective action under any requirements of Environmental Laws (as hereinafter defined) or applicable law.

Special Clauses: X See attached addendum

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

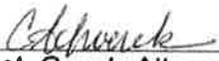

Chair - KRISTINE ISMARDI

Date: September 17, 2019


SCOTT ELLIS, CLERK OF COURT

As approved by the Board 9/17/19

Approved as to form:


Asst. County Attorney



BUYER (Print Name):
Embraer Aero Seating Technologies, LLC
Social Security or Tax I.D.# 20-5715810

Date: 9-12-19

Signed: 

By: Michael Klevens
General Counsel, N.A.
(printed name)

Its: _____

Signed: 

By: Gary Kretz
Chief Financial Officer
(printed name)

Its: _____



STANDARDS FOR REAL ESTATE TRANSACTIONS

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

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

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

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

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

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



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

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

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

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

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

L. TIME OF ESSENCE: TIME IS OF THE ESSENCE OF THIS AGREEMENT AND THIS TRANSACTION. THE EXPIRATION OF ANY PERIOD OF TIME PRESCRIBED IN THIS AGREEMENT SHALL OCCUR AT 5:00 P.M. OF THE LAST DAY OF THE PERIOD. SHOULD ANY PERIOD OF TIME SPECIFIED HEREIN END ON A SATURDAY, SUNDAY OR LEGAL HOLIDAY (RECOGNIZED IN FORT LAUDERDALE, FLORIDA), THE PERIOD OF TIME SHALL AUTOMATICALLY BE EXTENDED TO 5:00 P.M. OF THE NEXT FULL BUSINESS DAY.





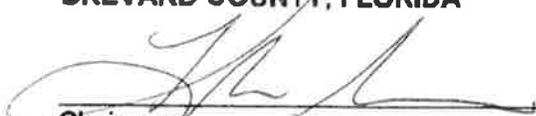
ADDENDUM TO CONTRACT FOR SALE AND PURCHASE

1. BUYER agrees to abide by all covenants and restrictions existing on the Spaceport Commerce Park in the Official Records Book (ORB) of Brevard County, Florida, including but not limited to those at ORB 2460, page 2995-3008; ORB 2508, Page 2917; ORB 6395, Page 2380, and Plat Book 32, Page 74.
2. Radon. 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.
3. Assignment: BUYER shall have no right to assign this Agreement without SELLER'S prior written consent thereto, which consent may be granted or withheld in SELLER'S sole discretion; provided, however, BUYER shall be permitted to assign this Agreement to any entity wholly owned or controlled by BUYER without SELLER'S prior written consent, provided, however, that (i) BUYER provides prompt written notice to SELLER of any such assignment and (ii) BUYER'S assignee agrees to make such representations and warranties as to entity status and authorization as may reasonably be requested by SELLER or required by Title Company. Any such permitted assignment by BUYER shall not relieve BUYER of any of its obligations under this Agreement whether such obligations are incurred before or after Closing. This Agreement and all the terms and conditions hereof shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.
4. Contingent: This real estate contract is contingent upon reimbursement of the economic incentive described in paragraph 3 of the termination agreement between Embraer and Brevard County.

[SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS]

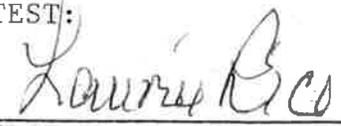


**BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA**



Chairman

Date: SEP 17 2019

ATTEST:


LAURIE RICE, CHIEF DEPUTY
As approved by the Board 9-17-19

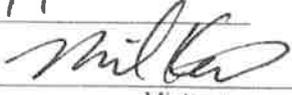
Approved as to form:

Asst. County Attorney



BUYER (Print Name):
Embraer Aero Seating Technologies, LLC
Social Security or Tax I.D.# 20-5715810

Date: 9-12-19

Signed: 
Michael Klavens
General Counsel, N.A.

By: _____
(printed name)

Its: _____

Signed: 
Gary Kretz
Chief Financial Officer

By: _____
(printed name)

Its: _____

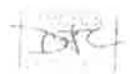
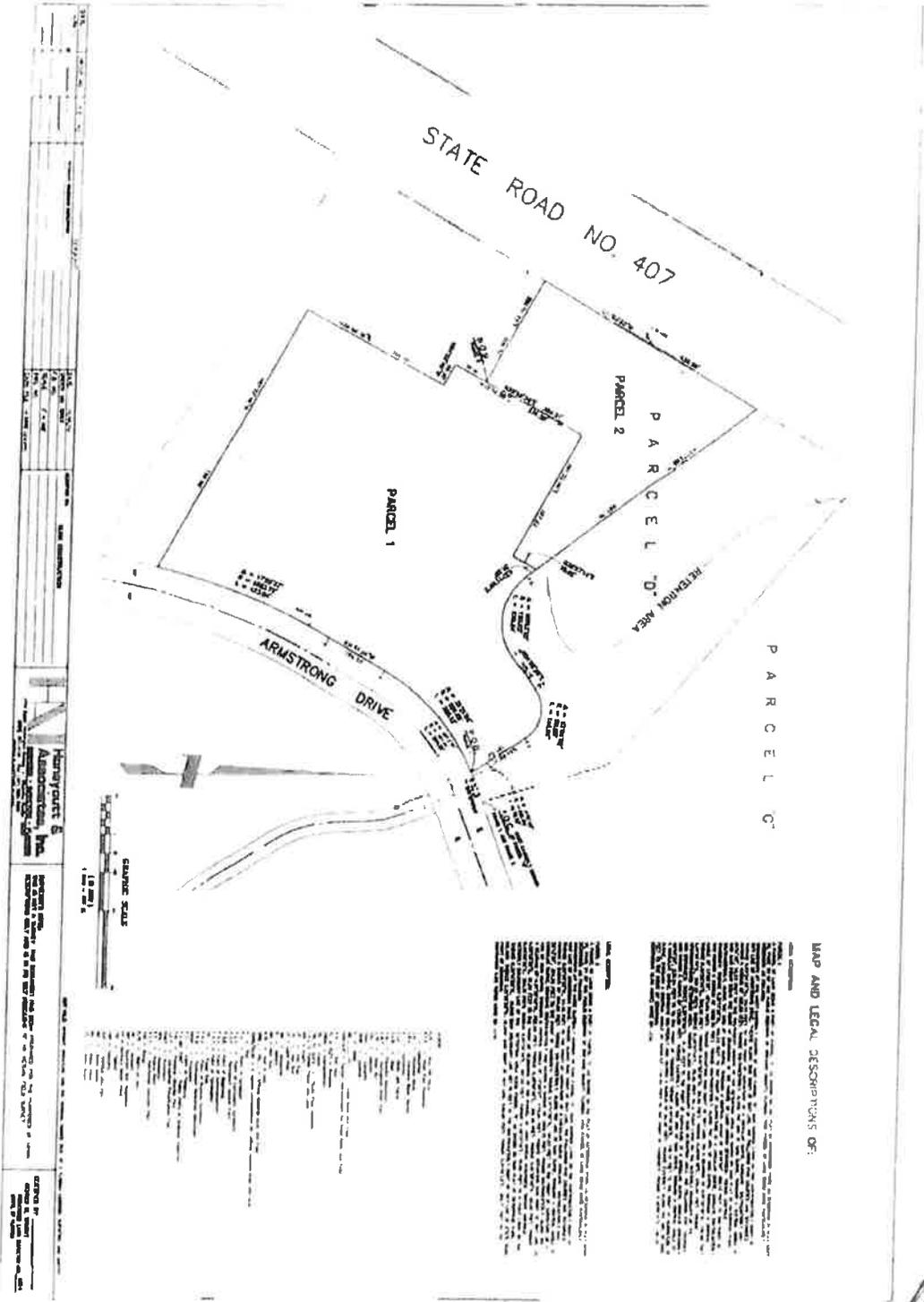


EXHIBIT A
LEGAL DESCRIPTION





DTC

LEGAL DESCRIPTION:

PARCEL 1

A PARCEL OF LAND BEING A PART OF PARCEL "D" AS SHOWN ON THE PLAT OF ENTERPRISE PARK AS RECORDED IN PLAT BOOK 32, PAGE 74 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID PARCEL "D", SAID CORNER LYING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF ARMSTRONG DRIVE, THENCE ALONG SAID RIGHT OF WAY LINE, THE FOLLOWING FIVE COURSES AND DISTANCES: THENCE S.69°24'37"W, 64.15 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 561.09 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°51'42", 18.23 FEET TO THE SOUTHWEST CORNER OF THE RETENTION AREA AS SHOWN ON SAID ~~PLAT OF ENTERPRISE PARK~~ AND SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°21'54", 346.12 FEET TO THE POINT OF TANGENCY; THENCE S.31°11'26"W, 164.23 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1562.72 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°20'37", 473.04 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, ON A BEARING OF N.61°32'46"W, 756.98 FEET; THENCE N.28°58'38"E, 399.46 FEET; THENCE N.61°32'46"W, 60.00 FEET; THENCE N.28°58'38"E, 476.20 FEET; THENCE S.61°32'46"E, 357.22 FEET; THENCE N.28°27'14"E, 70.02 FEET TO A POINT LYING ON THE WESTERLY BOUNDARY OF THE AFOREMENTIONED RETENTION AREA; THENCE ALONG SAID BOUNDARY OF SAID RETENTION AREA, THE FOLLOWING FIVE COURSES AND DISTANCES: THENCE S.37°11'05"E, 31.29 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 150.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 88°03'29", 230.54 FEET TO THE POINT OF TANGENCY; THENCE N.54°45'26"E, 105.19 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 90.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 92°04'52", 144.64 FEET TO THE POINT OF TANGENCY; THENCE S.33°09'41"E, 161.29 FEET TO THE POINT OF BEGINNING.
CONTAINING 15.00 ACRES MORE OR LESS

EXHIBIT B

OWNERSHIP and ENCUMBRANCE CERTIFICATE



EXHIBIT C
PHASE I ENVIRONMENTAL ASSESSMENT

1510

g004

F. S.

RECEIVED
DM 107293
SEP 17 2019

Brevard County Attorney

**NORTH BREVARD DEVELOPMENT DISTRICT
PROJECT EAGLE TERMINATION AGREEMENT**

THIS TERMINATION AGREEMENT (The "Agreement") as of the effective date, is made by and between the following Parties: the NORTH BREVARD DEVELOPMENT DISTRICT (hereinafter called the "DISTRICT"), a dependent special district created by the Brevard County Board of County Commissioners, pursuant to section 125.045, Florida Statutes and Brevard County Ordinance No. 2011-16 and Ordinance No. 2011-18; BREVARD COUNTY, a political subdivision of the State of Florida, in its own name (hereinafter called the "COUNTY"); and EMBRAER AIRCRAFT HOLDING, INC. and EMBRAER AERO SEATING TECHNOLOGIES, LLC, a Delaware limited liability company (together hereinafter referred to as the "COMPANY"). Hereinafter DISTRICT, COUNTY, and COMPANY may be referred to individually as Party or collectively as Parties.

RECITALS

WHEREAS, Brevard County, Florida, a political subdivision of the State of Florida, 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, hereafter known as the COUNTY, owns certain real property described as Parcel 1 and Parcel 2 preliminarily described and depicted at Exhibit A; and

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

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

WHEREAS, the DISTRICT and the COMPANY entered into an economic incentive agreement dated December 14, 2015 to provide grant funds for up to \$2,500,000 as reimbursement for constructing a 50,000 square foot manufacturing facility in the Brevard County-owned Spaceport Commerce Park in Titusville; and

WHEREAS, the DISTRICT and the COMPANY also entered into a ground lease agreement dated December 14, 2015 to lease 15 acres of land within the Spaceport Commerce Park in Titusville through December 31, 2025; and

WHEREAS, the COMPANY did construct and currently operates a 50,000 square foot manufacturing facility on the site, and



WHEREAS, the ground lease gives the COMPANY the right and option to purchase the leased 15 acre ground (hereinafter referred to as Parcel 1) at any time during the initial lease term for the sum of \$375,000.00, and

WHEREAS, the ground lease states that upon receipt of the payment, the COUNTY shall deliver to the COMPANY title to the property that is free and clear of any encumbrance, except those restrictive covenants described in the ground lease agreement at exhibit D; and

WHEREAS, the ground lease also gives the COMPANY the right of first refusal to purchase a contiguous tract of land in the Spaceport Commerce Park, described as Parcel 2 on the attached site plan, for the sum of \$125,000.00; and

WHEREAS, the COMPANY desires to reimburse the DISTRICT for 100% of the grant funds paid to the COMPANY and to purchase Parcel 1; and

WHEREAS, the sale of Parcel 1 promotes industrial development and the DISTRICT and the COUNTY are amenable to this resolution of the relationship; and

WHEREAS, the Company intends to maintain its current functions at its site located in the North Brevard Economic Development Zone which includes all of Embraer's United States seat manufacturing operations.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained within this document, and other valuable and good consideration, the DISTRICT, COUNTY and the COMPANY agree as follows:

1. **RECITALS.** The above recitals are true and correct and are incorporated to this Agreement.
2. **EFFECTIVE DATE.** This Agreement is effective on the date all parties sign this Agreement (the "Effective Date").
3. **REIMBURSEMENT OF ECONOMIC INCENTIVE.** Upon the Effective Date, the Parties agree that the COMPANY will no longer be entitled to an economic incentive under that certain economic incentive agreement dated December 14, 2015 (the "Incentive Agreement"). The COMPANY agrees to reimburse the DISTRICT all funds received from the DISTRICT for a total of one million six hundred and fifty thousand dollars and zero cents (\$1.65 million) (the "Incentive Funds") to an account specified by the DISTRICT. The Parties agree that upon receipt of the funds the Parties shall execute Attachment C, and thereafter ~~the Incentive Agreement will be terminated, and~~ (1) the COMPANY's right of first refusal as to Parcel 2 shall be waived and terminated, (2) and the portion of the incentive agreement providing COMPANY a right to receive a grant of any amount is terminated.



4. SALE OF PARCEL 1. Upon the reimbursement of the Incentive Funds to the DISTRICT, the Parties agree to execute a contract (the "Purchase Agreement") substantially in the form of Attachment C for sale and purchase of Parcel 1 in fee simple to Embraer Aero Seating Technologies, LLC for the sum of three-hundred and seventy-five thousand dollars and zero cents (\$375,000.00), subject to the restrictions and recorded covenants at Attachment "B". Additionally, the purchase price will be adjusted for additional acreage based upon a per acre price of \$25,000.00 acre, based upon a survey of the exact parcel to be conveyed which includes an adjustment of the boundary lines in Exhibit "A" to accommodate a 15 foot easement for drainage and utilities along all side and rear property lines, as required by Enterprise Park Plat, Plat Book 32, Page 74. The executed Purchase Agreement is attached and incorporated to this agreement as Attachment C. The real estate closing will occur within ninety (90) days of the execution of Exhibit C or such later time as the Parties agree in writing to address and accommodate inter alia title search, title commitments, land surveys or as may be deemed necessary for closing. Upon the transfer of fee simple ownership and receipt of funds, the Parties agree that the ground lease and Incentive Agreement is terminated.

5. ATTORNEY FEES AND EXPENSES

Should either Party prosecute any action in connection with this Agreement for collection of payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement herein contained, each party shall bear its own attorney's fees and costs, including expert witness fees, if any. Both parties agree to waive any right to jury trial.

6. NOTICES AND ADMINISTRATORS

6.1 All notices required or permitted under this Agreement and any written consents or approvals required hereunder shall be in writing and are in effect upon receipt. Notices shall be transmitted either by personal hand delivery; United States Postal Service (USPS), certified mail return receipt requested; or, overnight express mail delivery. E-mail and facsimile transmission may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

6.2 The Parties' designated representatives and their respective addresses for purposes of this Agreement are as follows:

Embraer Aero Seating Technologies, LLC
c/o Corporate Creations Network Inc.



11380 Prosperity Farms Road, Suite 221E
Palm Beach Gardens, FL 33410

Embraer Aircraft Holding, Inc.
c/o Corporate Creations Network Inc.
11380 Prosperity Farms Road, Suite 221E
Palm Beach Gardens, FL 33410

Troy Post, Executive Director
NORTH BREVARD ECONOMIC DEVELOPMENT ZONE
400 South Street – Suite 1A
Titusville, FL 32780
E-mail: troy.post@brevardfl.gov

7. ASSIGNMENT, BINDING EFFECTS, AND RELEASE

- 7.1** This Agreement may not be assigned by COMPANY to any other legal entity or person without the prior written consent of the DISTRICT and COUNTY and only upon satisfactory terms providing for the completion of the Project. Notwithstanding the foregoing, the COMPANY shall have no right to assign the Purchase Agreement without COUNTY's written consent, which consent may be granted or withheld in COUNTY's sole discretion; provided, however, Embraer Aero Seating Technologies, LLC (hereinafter "Embraer Seating") shall be permitted to assign this Agreement to any entity wholly owned or controlled by Embraer Seating without COUNTY's prior written consent, provided, however, that (i) Embraer Seating provides prompt written notice to DISTRICT and COUNTY of any such assignment and (ii) Embraer Seating's assignee agrees to make such representations and warranties as to entity status and authorization as may reasonably be requested by DISTRICT and COUNTY or required by Title Company. Any such permitted assignment by Embraer Seating shall not relieve of any of its obligations under the Purchase Agreement, whether such obligations are incurred before or after Closing.
- 7.2** This Agreement shall be binding upon the successors and assigns of the Parties to the extent such assignment has been consented to by COUNTY.
- 7.3** Except for the purpose of enforcing the terms of this Agreement and any ancillary agreement, each Party, its predecessors, successors, parents, subsidiaries, and affiliated and/or related companies, and each of their respective present, former, and future officers, directors, employees, representative, joint ventures, partners, agents, business entities, attorneys, administrators, and assignors or assignees shall refrain and forbear forever from, directly or indirectly, commencing, instituting, prosecuting, or filing any Claim or demand in connection with, or on its own, any lawsuit, action, or proceeding against the other Party in connection with this Agreement; the economic incentive agreement, dated December 14,

2015; and the ground lease agreement, dated December 14, 2015.

8. GOVERNING LAW, VENUE AND WAIVER OF REMOVAL TO FEDERAL COURT, SERVICE OF PROCESS, REMEDY FOR UNLAWFUL PAYMENTS

8.1 This Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Florida. Venue in any litigation arising out of this agreement shall be Brevard County, Florida in the state court with jurisdiction. COMPANY consents and waives any objection or defenses relating to Florida state court having jurisdiction over any dispute or claim arising out of this agreement and consents to process being served upon its Florida registered agent. COMPANY expressly waives removal of any claim or action arising under this agreement to federal court.

8.2 COMPANY agrees that any public expenditure found to be unlawful by a court of competent jurisdiction shall be reimbursed to the DISTRICT.

9. MODIFICATION

This Agreement may not be changed or modified except by written instrument signed by all of Parties.

10. FURTHER ASSURANCES

Each Party, without further consideration, shall take such action, execute and deliver such documents as the other may reasonably request to correct or effectuate the purpose of this Agreement.

11. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement, nor any act of the Parties, shall be deemed or construed by the Parties hereto or by any third party to create a relationship of principal and agent, partnership, joint venture or of any similar association whatsoever between COMPANY and DISTRICT.

12. PROMOTION OF ECONOMIC INCENTIVES

As to those matters not covered by a lawful confidentiality agreement, with the consent of the COMPANY, the DISTRICT may issue news releases, public announcements, advertisements, or other forms of publicity concerning its efforts in connection with this Agreement.

13. PUBLIC RECORDS DISCLOSURES

13.1 The COMPANY agrees and understands that Florida has broad public disclosure laws, and that any written communications with the COMPANY, to



include emails, email addresses, a copy of this contract, and any supporting documentation are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute.

Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. In this case, the portion of the COMPANY's records relating to the acceptance and use of the DISTRICT's economic incentive grant are public records that may be subject to production upon request. The COMPANY agrees to keep and maintain these public records until completion of the contract.

Upon a request for public records related to this Agreement, the COMPANY will forward any such request to the DISTRICT. The DISTRICT will respond to any public records request. Upon request, the COMPANY will provide access or electronic copies of any pertinent public records to the DISTRICT within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. Upon completion of the contract, COMPANY will transfer, at no cost, to the DISTRICT, any public records in its possession.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE DISTRICT, MR. TROY POST, TROY.POST@BREVARDFL.GOV, 400 SOUTH STREET, TITUSVILLE, FLORIDA 32780.

13.2 The COMPANY agrees and acknowledges that the BREVARD COUNTY will consider all documentation the DISTRICT submits to support payment of this grant to the COMPANY to be subject to public records disclosure. If COMPANY has a specific concern that any portion of the documentation supporting payment should be redacted under a confidentiality agreement, under section 288.075, Florida Statutes, or under Chapter 119, Florida Statutes, the COMPANY should address that concern with the DISTRICT prior to submission for payment.

14. REPRESENTATIONS AND WARRANTIES.

COMPANY represents that it is possessed with all requisite lawful authority to enter into this Agreement, and the individual executing this Agreement is possessed with the authority to so sign and bind COMPANY; COUNTY stipulates that it is contractually and lawfully permitted to enter into this Agreement.



15. SEVERABILITY

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall use their best efforts to rehabilitate and replace the unenforceable provision or provisions of this Agreement with lawful terms and conditions approximating the original intent of the Parties.

16. ENTIRE AGREEMENT, CONSTRUCTION, AND DUPLICATE AGREEMENTS

This Agreement contains the entire understanding of the Parties. This Agreement is executed in duplicate originals. The parties acknowledge that they fully reviewed this Agreement and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of the Agreement.

17. COUNTERPARTS AND AUTHORITY. This Agreement may be executed in counterparts all of which, taken together, shall constitute one and the same Agreement. Each party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that party to the obligations stated herein.

(Signature Page Follows)



IN WITNESS WHEREOF, the DISTRICT, COUNTY and the COMPANY have caused this agreement to be executed and delivered by their duly authorized representatives.

Signed, Sealed and Delivered in the presence of:

**EMBRAER AIRCRAFT HOLDING, INC.
("COMPANY")**

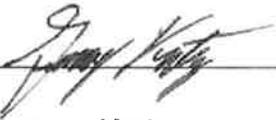
By: 

Michael Klevens
General Counsel, N.A.

Its: _____

9-12-19

Date

By: 

Gary Kretz
Chief Financial Officer

Its: _____

9-12-19

Date

Witness

Witness



**EMBRAER AERO SEATING
TECHNOLOGIES, LLC.
("COMPANY")**

Witness

By: Michael Klevens
Michael Klevens
General Counsel, N.A.

Its: _____

9-12-19
Date

Witness

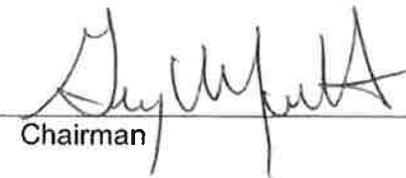
By: Gary Kretz
Gary Kretz
Chief Financial Officer

Its: _____

9-12-19
Date



**NORTH BREVARD DEVELOPMENT
DISTRICT ("DISTRICT")**

BY: 
Chairman

ATTEST:


Scott Ellis, Clerk

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: 
Kristine Isnardi, Chair

(as approved by the Board Sept. 17, 2019.)

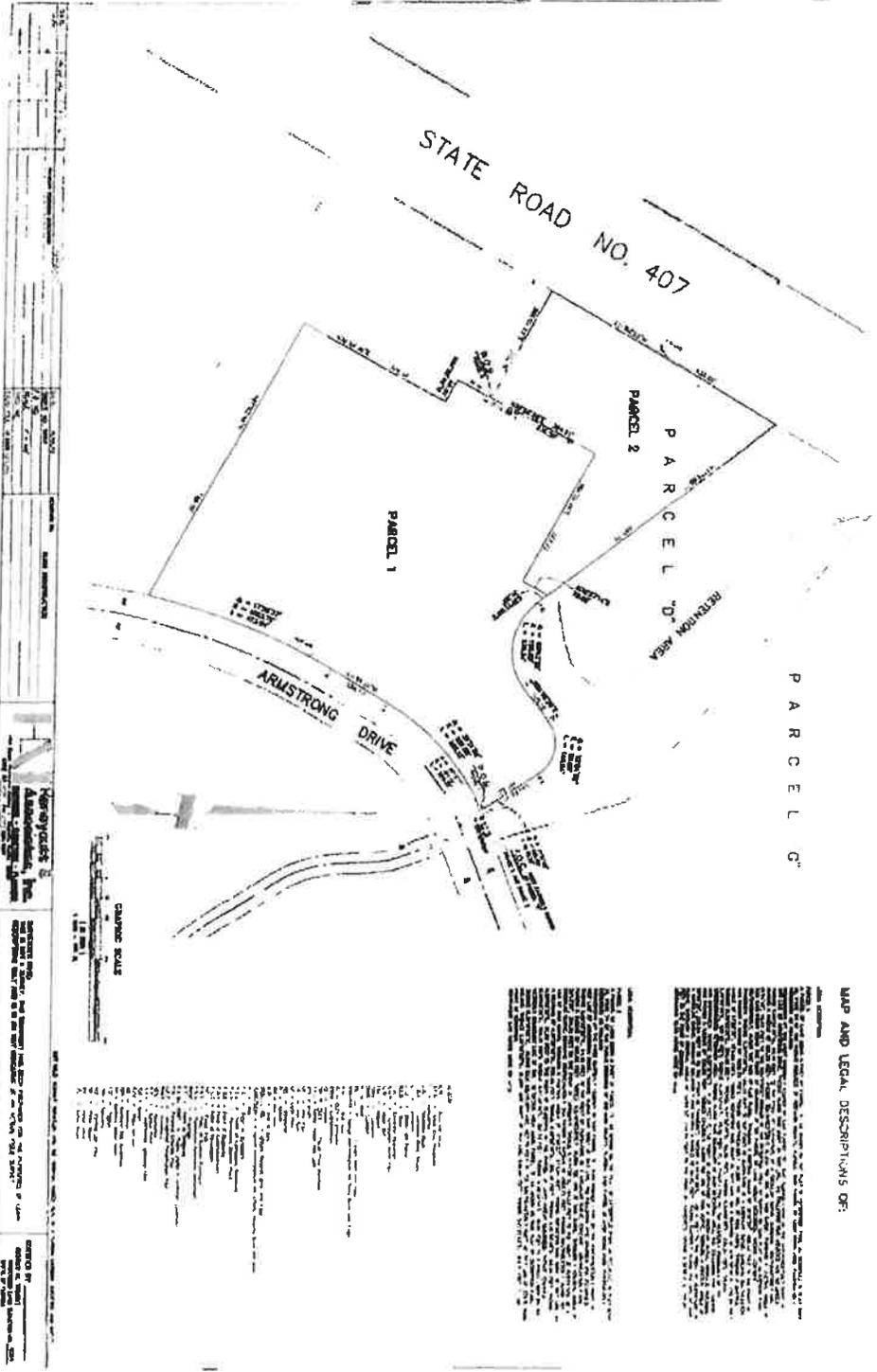
APPROVED AS TO FORM:

BY: 
Assistant County Attorney



EXHIBIT A
LEGAL DESCRIPTION





<p>PLAT NO. 1000</p> <p>SECTION 10</p> <p>TOWNSHIP 10 N</p> <p>RANGE 10 E</p> <p>COUNTY OF HENRY, MISSISSIPPI</p>	<p>DATE OF RECORDATION</p> <p>APPROVED BY</p> <p>REGISTERED</p>	<p>PREPARED BY</p> <p>DATE</p>
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MAP AND LEGAL DESCRIPTIONS OF:

PARCEL 1

...

PARCEL 2

...

PARCEL D

...

PARCEL G

...



LEGAL DESCRIPTION:

PARCEL 1

A PARCEL OF LAND BEING A PART OF PARCEL "D" AS SHOWN ON THE PLAT OF ENTERPRISE PARK AS RECORDED IN PLAT BOOK 32, PAGE 74 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID PARCEL "D", SAID CORNER LYING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF ARMSTRONG DRIVE, THENCE ALONG SAID RIGHT OF WAY LINE, THE FOLLOWING FIVE COURSES AND DISTANCES: THENCE S.69°24'37"W, 64.15 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 561.09 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°51'42", 18.23 FEET TO THE SOUTHWEST CORNER OF THE RETENTION AREA AS SHOWN ON SAID ~~PLAT OF ENTERPRISE PARK~~ AND SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°21'54", 356.12 FEET TO THE POINT OF TANGENCY; THENCE S.31°11'26"W, 164.23 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1582.72 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°20'37", 473.04 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, ON A BEARING OF N.61°32'46"W, 756.98 FEET; THENCE N.28°58'38"E, 399.46 FEET; THENCE N.61°32'46"W, 60.00 FEET; THENCE N.28°58'38"E, 178.20 FEET; THENCE S.61°32'46"E, 357.22 FEET; THENCE N.28°27'14"E, 70.02 FEET TO A POINT LYING ON THE WESTERLY BOUNDARY OF THE AFOREMENTIONED RETENTION AREA; THENCE ALONG SAID BOUNDARY OF SAID RETENTION AREA, THE FOLLOWING FIVE COURSES AND DISTANCES: THENCE S.37°11'05"E, 31.29 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 150.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 88°03'29", 230.54 FEET TO THE POINT OF TANGENCY; THENCE N.54°45'26"E, 105.19 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 90.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 92°04'52", 144.64 FEET TO THE POINT OF TANGENCY; THENCE S.33°09'41"E, 161.29 FEET TO THE POINT OF BEGINNING.
CONTAINING 15.00 ACRES MORE OR LESS

DE

Exhibit B

B & B Title Services, Inc.
P.O. Box 560863
Rockledge, FL 32956-0863
(321) 638-3644 office
jburgan@cfl.rr.com

OWNERSHIP AND ENCUMBRANCE CERTIFICATE

Customer File No. 15-1693 North Brevard Economics Development Zone

This will serve to certify that B & B Title Services ("B&B") has caused to be made a search of the Public Records of Brevard County, Florida ("Public Records") as contained in the office of the Clerk of Circuit Court of said County, from September 8, 1964, through November 2, 2015, at 8:00 AM, as to the following described real property lying and being in the aforesaid County, to-wit:

Tax Parcel No. 23-35-04-NN-000D.0-0000.00

As of the effective date of this Report, the apparent Fee Simple Title owner to the above-described real property is:

Board of County Commissioners of Brevard County, Florida, as evidenced by:

1. Warranty Deed recorded in Official Records Book 2279, Page 1531

The following liens against the said real property recorded in the aforesaid Public Records have been found:

Easements:

1. Matters as shown on Plat recorded in Plat Book 32, Page 74
2. Easements reserved in Official Records Book 2279, Page 1531
3. Restrictive Covenants recorded in Official Records Book 2460, Page 2995
4. Amendment to Restrictive Covenants recorded in Official Records Book 2508, Page 2917
5. Modifications of Restrictive Covenants recorded in Official Records Book 6395, Page 2380
6. Interlocal Agreement recorded in Official Records Book 7234, Page 1255

Liens:

- I. None Found

Other:

1. Deed in Trust recorded in Official Records Book 720, Page 903
2. Right of Way Deed recorded in Official Records Book 2220, Page 1404 (INFO)



3. Right of Way Deed recorded in Official Records Book 2220, Page 1405 (INFO)

Note: Right of Reverters in above Right of Way Deeds released in Official Records Book 2279, Page 1531

The following are shown for information:

Tax ID No: 23-35-04-NN-000D.0-0000.00

Real Estate Taxes for the year 2015 and prior years are PAID. (No Taxes are Due)

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This Report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This report is not to be construed as an opinion, warranty, or guarantee of title, or as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the Certified Party only, and it may not be used or relied upon by any other party. This Report may not be used for issuing a title insurance commitment or policy.

In accordance with Florida Statutes, Section 627.7843, the liability B&B may sustain for providing incorrect information in this Report shall be the actual loss or damage of the Certified Party above up to a maximum amount of \$ 1,000.00

IN WITNESS WHEREOF, B&B has caused this Report to be issued.

B & B TITLE SERVICES, INC.

Beth Burgan

BY: _____
Beth Burgan, Title Searcher

**THE TITLE STATION, INC., AS AGENT FOR
ALLIANT NATIONAL TITLE INSURANCE COMPANY**

Penny W. Bell

By: _____
Penny W. Bell, Licensed Title Agent



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

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

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

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

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

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



Permitted Principal Uses: Light High Technology

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

Accessory Use:

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

Conditional Use:

- (a.) Child care facility.
 - (1.) No certificate of occupancy shall be issued until a license has first been obtained from the state department of health and rehabilitative services and any other permitting agency as required by law including the provisions of these regulations.
 - (2.) A landscape buffer in accordance with Section 35-38 shall be required on nonstreet property lines.
 - (3.) Such facility shall provide a passenger dropoff zone adjacent to the facility providing clear ingress and egress from parking and other areas.
 - (4.) All structures, playgrounds, and outdoor recreation areas be setback minimum of fifty (50) feet from any abutting residential zoning district or residential use.
- (b.) Motion pictures, radio and television broadcasting facilities and transmission towers.
 - (1.) Towers shall be located on the site so as to provide a minimum distance equal to the height of the tower front all property lines.

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

(d.) Health studio spa and similar establishments.

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

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

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

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

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



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

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

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

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



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

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

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

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

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

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

9. **Maintenance:** The Purchaser or Lessee of any lot shall at all times keep the premises, buildings, and improvements in a safe and clean condition, and comply in all respects with government health and policy requirements. All landscaping and exterior portions of structures shall be maintained in order to keep an attractive appearance.
10. **Waiver:** The Owner, its successors or assigns, shall have the right in writing to waive minor variances of any of the restrictions or requirements herein set forth.
11. **Enforcement of Restrictive Covenants:** These restrictive covenants herein are made for the benefit of the Owner, its successors or assigns, and all persons who shall hereafter occupy the Property as Purchasers or Lessees to the Owner. Any person or persons for whose benefit these covenants have been made may pursue any suit or action necessary to enforce them for breach or refusal to conform to the specific requirements thereof or any action lawfully taken thereunder, or to seek injunctive relief or enforcement of assessments or damages, as the case may be, in any court of competent jurisdiction.
12. **Invalidation and Termination:** Invalidation of any restrictive covenant shall not affect the validity of any other covenant, but the same shall remain in full force and effect.



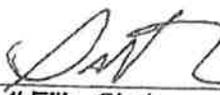
Any covenant herein above may be altered or rescinded by the recording of a document among the Public Records of Brevard County, Florida, and signed by the Owner, together with other Purchasers or Lessees owning and controlling three-fourths in area of the property within the Spaceport Commerce Park.

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

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

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

ATTEST:


Scott Ellis, Clerk

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

This is to certify that the foregoing is a true and correct copy of the Restrictive Covenants, as approved by the Board on: AUG 03 2010
August 3, 2010

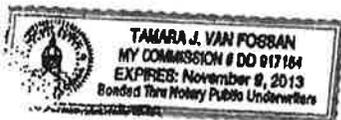
STATE OF FLORIDA §
COUNTY OF BREVARD §

SCOTT ELLIS
Clerk Circuit Court
BY  D.C.

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

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


Notary Public Tamara J. Van Fossan



Advanced Electrical Installations, Inc.

WITNESS

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

(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

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

NOTARY PUBLIC

Type or Print Name

Commission No.:

Commission Expires:

City of Titusville

Debra S. Denman
Debra S. Denman
witness

Wanda F. Wells
WITNESS

Wanda F. Wells
(Print or Type Name)

Mark Ryan

Owner of 5.11 acres or ___% of platted area



STATE OF FLORIDA §
COUNTY OF BREVARD §

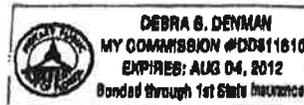
The foregoing instrument was acknowledged before me this 24 day of August, 2010 by Mark Ryan who is personally known to me or who has produced personally known as identification and who did/did not take an oath.

Debra S. Denman
NOTARY PUBLIC

Debra S. Denman
Type or Print Name

Commission No.: DD811610

Commission Expires: Aug. 4, 2012



WITNESS J. H. [Signature]
John H. [Signature]
(Print or Type Name)

WITNESS Brittany Ray
Brittany Ray
(Print or Type Name)

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

Mary J. Cianfiogna
Mary J. Cianfiogna, as Successor
Trustee
Owner of 4.76 acres or ___% of platted
area

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 27 day of March, 2010
by Mary J. Cianfiogna who is personally known to me or who has produced
drivers license as identification and who did/did not take an oath.



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

WITNESS _____
(Print or Type Name)

Knight Enterprises, LLC

WITNESS _____
(Print or Type Name)

C. Reed Knight, Jr., Managing Member
Owner of 11.98 acres or ___% of platted
area

STATE OF FLORIDA §
COUNTY OF BREVARD §

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

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



WITNESS

(Print or Type Name)

WITNESS

(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

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

Cartridge Source America, Inc.

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

NOTARY PUBLIC

Type or Print Name

Commission No.:

Commission Expires:

Transport Refrigeration Parts Exchange, Inc.

Scott Rittenhouse, President
Owner of 2.46 acres or ___% of platted area

Kathryn Parris

WITNESS

Kathryn Parris

(Print or Type Name)

Brittany Ray

WITNESS

Brittany Ray

(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 3 day of December, 2010 by Scott Rittenhouse who is personally known to me or who has produced Drivers License as identification and who did/did not take an oath.

Brittany Ray
NOTARY PUBLIC

Brittany Ray

Type or Print Name

Commission No.: DD936475

Commission Expires: 10/27/13



Karen L Shelley
WITNESS
Karen L Shelley
(Print or Type Name)

Meagan O'Connor
WITNESS
Meagan O'Connor
(Print or Type Name)

H.I.S. Painting, Inc.
Angela D. Heyne
Angela D. Heyne, President
Owner of 5.01 acres or ___% of platted area

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 3 day of December 2010 by Angela D. Heyne who is personally known to me or who has produced drivers license as identification and who did/did not take an oath.



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

Karen L Shelley
WITNESS
Karen L Shelley
(Print or Type Name)

Meagan O'Connor
WITNESS
Meagan O'Connor
(Print or Type Name)

H.I.S. Painting, Inc.
Angela D. Heyne
Angela D. Heyne, President
Owner of 5.00 acres or ___% of platted area

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 3 day of December 2010 by Angela D. Heyne who is personally known to me or who has produced drivers license as identification and who did/did not take an oath.



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



Susan Schricker

WITNESS

Susan Schricker
(Print or Type Name)

Stinger Fiberglass, LLC

Arthur Schricker

Arthur Schricker, President

Owner of 2.58 acres or ___% of platted area

Brittany Ray

WITNESS

Brittany Ray
(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 3 day of December, 2010 by Arthur Schricker who is personally known to me or who has produced drivers license as identification and who did/did not take an oath.



Brittany Ray

NOTARY PUBLIC

Brittany Ray
Type or Print Name

Commission No.: DD936475

Commission Expires: 10/27/13

WITNESS

(Print or Type Name)

David Hofius

WITNESS

(Print or Type Name)

Shirley Hofius

STATE OF FLORIDA §
COUNTY OF BREVARD §

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

NOTARY PUBLIC

Type or Print Name

Commission No.: _____

Commission Expires: _____



WITNESS

(Print or Type Name)

PATCO Industries, Inc.

_____, President
Owner of 5 acres or ___% of platted area

WITNESS

(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

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

NOTARY PUBLIC

Type or Print Name
Commission No.: _____
Commission Expires: _____

WITNESS

(Print or Type Name)

Sun Electronic Systems, Inc.

Gary Clifford, President
Owner of 3.05 acres or ___% of platted
area

WITNESS

(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

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

NOTARY PUBLIC

Type or Print Name
Commission No.: _____
Commission Expires: _____



A. Dale Sellers
WITNESS

S. Dale Sellers
(Print or Type Name)

Paul Homeroch
WITNESS

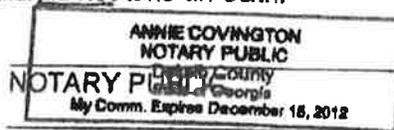
(Print or Type Name)

Millsource, Inc.

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

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 3-22 day of 2010 by Barry Dale who is personally known to me or who has produced Drivers License as identification and who did/did not take an oath.



Type or Print Name ANNIE COVINGTON
Commission No.: _____
Commission Expires: 12-15-2012

Allied Industries, LLC

WITNESS

(Print or Type Name)

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

WITNESS

(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF _____ §

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

NOTARY PUBLIC

Type or Print Name _____
Commission No.: _____
Commission Expires: _____



WITNESS

(Print or Type Name)

Millsource, Inc.

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

WITNESS

(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

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

NOTARY PUBLIC

Type or Print Name _____
Commission No.: _____
Commission Expires: _____

Allied Industries, LLC

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

WITNESS

(Print or Type Name)

WITNESS

(Print or Type Name)

STATE OF ~~FLORIDA~~ §
COUNTY OF Wiscousin §
Dane

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

NOTARY PUBLIC

Type or Print Name _____
Commission No.: _____
Commission Expires: 11/06/11



Mary D. Jimenez
Mary D. Jimenez
Kimberly J. Paschke
WITNESS

Titusville-Cocoa Airport Authority
Michael Powell
President
Owner of 52.092 acres or ___% of platted area

Kimberly J. Paschke
(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

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



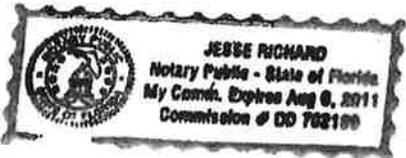
Mary D. Jimenez
NOTARY PUBLIC
Mary D. Jimenez
Type or Print Name
Commission No.: _____
Commission Expires: _____

Petroleum Resources and Development, Inc.
Robert Griner
Robert Griner, President
Owner of 4.74 acres or ___% of platted area

Ronald P. Richard
WITNESS
Ronald P. Richard
(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

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



Jesse Richard
NOTARY PUBLIC
Jesse Richard
Type or Print Name
Commission No.: DD 702189
Commission Expires: 8-6-11



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



Attachment A – legal description of Parcel 1



Attachment B – Restrictive Covenants and Encumbrances



Attachment C – Form of Contract for Sale of Real Estate



Attachment D – Executed Contract for Sale of Real Estate

