



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.3.

11/15/2022

Subject:

Approval of Resolution to Re-Purchase Property (from Trout-Hunt Properties, LLC) In County-Owned Commerce Park in Titusville

Fiscal Impact:

Funds to re-purchase the industrial lot would come from the NBEDZ account (Fund Center 300031), which was created for use on park-related expenditures only, per Ordinance No. 2013-08 and which is where the prior sale proceeds were deposited in the same amount .

Dept/Office:

Management Services & Community Services /
County Manager's Office

Requested Action:

The North Brevard Economic Development Zone (NBEDZ) formally requests that the Board of County Commissioners (BOCC) approve a Resolution, permitting the re-purchase of approximately four (4) acres of industrial land in the county-owned Spaceport Commerce Park in Titusville for \$120,000 from the entity known as Trout-Hunt Properties, LLC (a/k/a Paragon Plastics), using monies held by the NBEDZ, and authorize the BOCC chair to execute all documents in connection thereof.

Summary Explanation and Background:

Paragon Plastics is a local manufacturing company that constructed a new 40,000 sq. ft. manufacturing plant in the county-owned Spaceport Commerce Park in 2015. In 2018, the principals of that company, operating through a limited liability company known as Trout-Hunt Properties, LLC, purchased an additional four (4) acres of land within the park for a planned expansion project of the Paragon Plastics operation. However, due to market forces and the recent pandemic, the principals were not able to initiate development on the site.

Contained within the deed transferring land title from the county to the LLC was the stipulation that the entity begin its construction activities on the site - to include the attainment of a building permit for its project from the City of Titusville, the clearing of the site, and the pouring of a concrete foundation for the new building - within two years of the lot's purchase. Failure to do so would give the county the option to re-purchase the lot if it so chose, for the same price at which it sold the land - \$30,000 an acre, or \$120,000.

After the two-year window to begin construction activities on the site passed in 2020, with no evidence of such activities on the property, NBEDZ staff contacted the company, to determine its plans for going forward with construction. Per Ordinance No. 2013-08, the NBEDZ is the county's authorized agent for developing and/or inducing the development of lots within the county-owned business park. The company then requested an extension of that timeframe, which was approved by the BOCC in 2021 (Resolution No. 2021-

145), but now the principals of the LLC have communicated to the NBEDZ that it has no plans to go forward with an expansion at this time.

Given this, the NBEDZ district board of directors approved, at its June 10, 2022 board meeting, a recommendation that the Board of County Commissioners approve the re-acquisition of the lot for \$120,000, using funds currently held by the NBEDZ. Such action would permit the NBEDZ to find another user for the property, thus advancing its' economic development goals.

Clerk to the Board Instructions:

Provide signed copy of adopted resolution and real estate contract to CAO and NBEDZ.





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

Telephone: (321) 637-2001

Fax: (321) 264-6972

Kimberly.Powell@brevardclerk.us

November 16, 2022

M E M O R A N D U M

TO: Troy Post, Executive Director, North Brevard Economic Development Zone (NBEDZ)

RE: Item F.3., Resolution and Contract for Sale and Purchase to Re-Purchase Property (from Trout-Hunt Properties, LLC) in County-Owned Commerce Park in Titusville

The Board of County Commissioners, in regular session on November 15, 2022, adopted Resolution No. 22-150, and approved and authorized the Chair to execute Contract for Sale and Purchase with Trout-Hunt Properties, LLC, a/k/a Paragon Plastics, permitting the re-purchase of approximately four (4) acres of industrial land in the County-owned Spaceport Commerce park in Titusville for \$120,000, using monies held by the NBEDZ; and authorized the Chair to execute all documents in connection thereof. Enclosed are two fully-executed Resolutions and Contracts.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell
Kimberly Powell, Clerk to the Board

/tr

Encls. (4)

cc: Assistant County Manager Liesenfelt
County Attorney
Contracts Administration
Finance
Budget

CONTRACT FOR SALE AND PURCHASE

Seller: Trout-Hunt Properties, LLC
283 Leather Fern Lane
Merritt Island, Florida 32953

Buyer: Brevard County, a political subdivision of the State of Florida
2725 Judge Fran Jamieson Way, Viera, Florida 32940

Legal description of property being transferred: A parcel contained within the SpacePort Commerce Park in Titusville, Florida, more particularly described in the public records of Brevard County, Florida at the Brevard County Official Public Records Book 8159, Pages 219-220, and attached as Exhibit "A" (hereinafter the Property), together with all riparian and littoral rights appertaining thereto, and all interests in the subsurface oil, gas and phosphate, minerals and metals that were conveyed by Brevard County to Seller pursuant to section 270.11, Florida Statutes in the county deed recorded at Official Records Book 8159, page 219.

Terms: The Seller agrees to sell, and Buyer agrees to buy the Property pursuant to the terms and conditions set forth in this Contract for Sale and Purchase, Addendum 1 (Standards for Real Estate Transactions), and Exhibit "A."

Purchase price: \$120,000.00 Dollars and No/100.

Deposit: \$0.00.

Time for acceptance of offer; effective date; facsimile: Buyer is exercising a right to repurchase the parcel, pursuant to a right to reacquire if Seller failed to build, as written in Seller's deed, and pursuant to the expiration of an extension agreement between the Parties. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed this offer. An electronic copy of this Contract and any signatures hereon shall be considered for all purposes as originals.

Title evidence: During the Inspection Period, Buyer may at Buyer's option obtain a) title search and/or b) title insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an owner's policy of title insurance.

Closing Date: This transaction shall be closed and the deed and other closing papers delivered on or before January 6, 2023, unless modified by other provisions of this Contract (hereinafter the "Closing" or "Closing Date").

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

- a. SELLER warrants that there are no parties in occupancy other than Seller.
- b. Seller warrants that the person signing this Contract on behalf of SELLER has all necessary authority to sign and bind SELLER. SELLER is a limited liability company duly organized, validly existing and in good standing under the laws of the state of its formation. The SELLER's performance under this Contract will not conflict with, or result in a breach of, any of the terms, conditions and provisions of its limited liability company operating agreement, or of any law, statute, rule, regulation, order, judgment, writ, injunction or decree of any court or governmental instrumentality, or any contract, agreement or instrument to which SELLER is a party or by which is bound.
- c. SELLER warrants that SELLER has not deposited any hazardous waste or other environmental contamination onto the property being acquired by the County during SELLER's ownership.

d. SELLER warrants that he/she has no knowledge of any fact or restriction which would prevent use of the property for construction of light industrial uses in accordance with the restrictive covenants of the Spaceport Commerce Park.

e. SELLER hereby represents and warrants to COUNTY that SELLER has not engaged or dealt with any agent, broker or finder, in regard to this Agreement or to the sale and purchase of the property contemplated hereby. SELLER hereby acknowledges and covenants that SELLER is solely responsible for any and all commissions due arising out of or connected within the sale or transfer of the property.

f. Each Party warrants that it is not a foreign person or foreign entity within the meaning of section 1445(f) of the Internal Revenue Code.

g. SELLER warrants that the property to be conveyed hereunder shall be conveyed free of mortgages or other encumbrances, except those of matters of record, and any security interests in personal property.

f. The provisions of this warranty section shall survive the Closing Date.

Disclosure Obligations: SELLER to disclose to BUYER any applicable leases, assignments, mortgages, liens, permits, binding development plans, or other agreements that are binding on the property. SELLER to disclose to BUYER any pre-development or development that has occurred on the property.

Inspections: The BUYER shall have 30 days after the Buyer executes the contract within which to complete physical inspection and evaluation of the property for environmental, hazardous materials, developability, access, drainage and subsurface conditions. In the event a Phase I environmental assessment meeting ASTM standards is prepared and environmental issues objectionable to BUYER are detected, SELLER shall 1) take all steps necessary to remove BUYER'S objections prior to the expiration of the 60 day inspection period, if possible or 2) if acceptable to BUYER, SELLER shall allow an additional 90 days to provide adequate time to conduct a Phase II assessment meeting ASTM standards. If the Phase I assessment reveals contamination this agreement may be terminated by BUYER and BUYER may decline to allow SELLER to clean up or to proceed to a Phase II assessment. Likewise, if the Phase II assessment reveals contamination objectionable to BUYER, BUYER may terminate this agreement. Alternatively, BUYER may grant SELLER an additional 90 days to clean up the site after the Phase II assessment, but BUYER is not required to do so. SELLER shall allow the BUYER or its agents reasonable right of entry upon the property for inspection purposes. Before the expiration of the initial 60-day inspection period or the additional 90-day extension for a Phase II assessment, BUYER shall have the right to terminate this agreement with a full refund of any deposits, should the results of the inspection indicate the property cannot be used for its intended purpose or that mitigation of conditions would be required. If clean up after a Phase II assessment is attempted but unacceptable to BUYER, the BUYER shall receive a full refund of its deposit.

Condemnation: This property ☐ is ☒ is not being acquired under threat of condemnation. If so, this agreement includes and settles all issues of full compensation for the property being acquired, including fees and costs.

SELLER shall comply with section 196.295, Florida Statutes.

SELLER hereby agrees to provide the necessary information and execute a beneficial interest and disclosure affidavit as required by section 286.23, Florida Statutes.

Special Clauses: ☐ See attached addendum ☒ NOT APPLICABLE

(Signature Page Follows)

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

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



Kristine Zonka, Chair

Date NOV 15 2022

ATTEST: 

Rachel Sadoff, Clerk

Agenda Item # F3

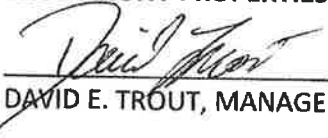
As approved by the Board NOV 15 2022

Approved as to form: _____

Asst County Atty

SELLER

TROUT-HUNT PROPERTIES LLC



DAVID E. TROUT, MANAGER

Date 10-25-22



SHANNAH TROUT, MANAGER

Date 10-25-22

ADDENDUM 1

STANDARDS FOR REAL ESTATE TRANSACTIONS

- A. EVIDENCE OF TITLE:** To the extent applicable, at Buyer's option and expense, a title insurance commitment will be 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:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same may 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. INGRESS AND EGRESS:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in the Warranties section of the agreement.
- D. LIENS:** Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Property for 90 days immediately preceding date of closing. If Property has been improved or repaired within that time Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at closing of this Contract.
- E. TIME PERIOD:** Time is of the essence in this Contract.
- F. DOCUMENTS FOR CLOSING:** Seller shall furnish a warranty deed, bill of sale, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments, as applicable. Buyer shall furnish the closing statement.
- G. EXPENSES:** Documentary stamps on the deed, if required, and recording of corrective instruments shall be paid by Buyer. Buyer will pay for the cost of recording the deed.
- H. 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.

I. 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.

J. 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 re-convey 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.

K. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

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

M. CONVEYANCE: Seller shall convey title to the Real Property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of Seller. Personal Property shall, at request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

N. 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.

O. WARRANTY: Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed.

PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

Reviewed for legal form and content:

(Assistant) County Attorney

Handwritten initials of the seller, appearing to be 'S' and 'L'.

Seller's Initials

EXHIBIT "A"

A PARCEL OF LAND BEING A PART OF PARCEL "E" AS SHOWN ON THE PLAT OF ENTERPRISE PARK AS RECORDED IN PLAT BOOK 32, PAGE 74 AND ALSO BEING A PART OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6894 PAGE 1314 ALL BEING OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF SCHIRRA COURT (A 120' WIDE RIGHT OF WAY) WITH THE SOUTH RIGHT OF WAY LINE OF ARMSTRONG DRIVE (A 120' WIDE RIGHT OF WAY) AS SHOWN ON SAID PLAT OF ENTERPRISE PARK AND SAID POINT BEING THE NORTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 7330, PAGE 2224 OF SAID PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, THENCE S 87°02'40"W, ALONG SAID SOUTH RIGHT OF WAY LINE OF ARMSTRONG DRIVE AND ALONG THE NORTH LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 7330, PAGE 2224, A DISTANCE OF 439.03 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND AND SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED. THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE OF ARMSTRONG DRIVE, THE FOLLOWING TWO COURSES AND DISTANCES S 87°02'40" W, 195.50 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHERLY, AND HAVING A RADIUS OF 1150.33 FEET, THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°44'54", A DISTANCE OF 155.56 FEET, THENCE DEPARTING SAID RIGHT OF WAY LINE ON A BEARING OF S 05°17'33" E, 500.47 FEET TO A POINT LYING ON THE WESTERLY PROLONGATION OF THE SOUTH LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 7330, PAGE 2224 OF SAID PUBLIC RECORDS, THENCE N 89°10'05" E, ALONG SAID LINE, 350.94 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 7330, PAGE 2224 OF SAID PUBLIC RECORDS, THENCE N 05°17'33" W, ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 502.97 FEET TO THE POINT OF BEGINNING

together with all riparian and littoral rights appertaining thereto, and all interests in the subsurface oil, gas and phosphate, minerals and metals that were conveyed by Brevard County to Seller pursuant to section 270.11, Florida Statutes in the county deed recorded at Official Records Book 8159, page 219.

Brevard Property Appraisal Parcel Identification Number 23-35-03-NN-E.10

RESOLUTION NO. 2022 - 150

**A RESOLUTION AUTHORIZING THE REPURCHASE OF A REAL PROPERTY
INTEREST IN A PARCEL WITHIN THE SPACEPORT COMMERCE PARK**

WHEREAS, Brevard County, Florida, a political subdivision of the State of Florida, 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, (hereinafter COUNTY), conveyed certain real property further described and depicted at Exhibit A (hereinafter the PARCEL) to Trout Hunt Properties LLC (hereinafter COMPANY) on April 2, 2018; and

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

WHEREAS, the property described above is located within specific boundaries of the Gateway Center Industrial Park (now SpacePort Commerce Park) and the sale in 2018 was made to promote industrial development; and

WHEREAS, the County Deed that conveyed the Parcel to COMPANY included a provision that the Parcel could be repurchased by the COUNTY if COMPANY did not begin construction within two years of the transfer of title, at the same consideration paid by COMPANY to COUNTY; and

WHEREAS, the County Deed was recorded on May 8, 2018; and

WHEREAS, the two years to begin construction expired in the middle of the COVID pandemic; and

WHEREAS, the COMPANY contacted the DISTRICT and COUNTY to negotiate an extension and on October 12, 2021, the COUNTY, through its Board of County Commissioners, exercised an extension agreement; and

WHEREAS, pursuant to the extension agreement, the COUNTY agreed not to exercise its rights to reacquire the property until after July 26, 2022 in return for payment of a \$10,000 extension fee by TROUT; and

WHEREAS, the \$10,000 extension fee is non-refundable if (a) the COMPANY fails to commence the construction of a Building that totals at least 20,000 square feet before July 26, 2022 and (b) COUNTY does not exercise its right to reacquire the property until after July 26, 2022; and

WHEREAS, COMPANY has not begun construction to date, and has informed the COUNTY that it does not wish to extend the extension agreement for a second year, and that it is amenable to the COUNTY exercising its right to reacquire the property; and

WHEREAS, the COUNTY has an interest in the land within the SpacePort Commerce Park being developed within a reasonable amount of time after a sale has occurred, rather than the Parcel remaining vacant; and

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

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

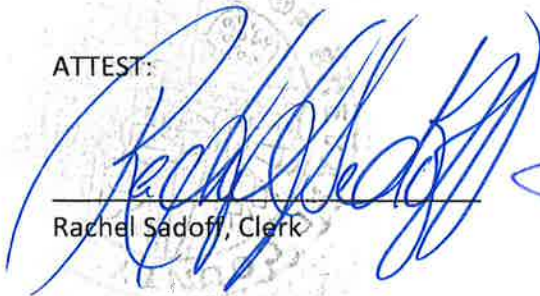
WHEREAS, on June 8, 2022, the DISTRICT voted to recommend the COUNTY exercise its rights to repurchase the Parcel.

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

1. The foregoing recitations are true and correct and by this reference incorporated.
2. It is in the public interest and the COUNTY's interest to exercise its right to repurchase the property. The COUNTY hereby exercises its rights to repurchase and authorizes the repurchase of the parcel further described in Exhibit A together with all riparian and littoral rights appertaining thereto, and all interest in the subsurface oil, gas and phosphate, minerals and metals that were conveyed in the official records book deed ORB 8159, Page 219, for the sum of \$120,000, plus the applicable closing costs associated with the transaction.
3. The Chair, Board of County Commissioners, is empowered to execute all necessary documents related to this real estate transaction.

DONE, ORDERED, and ADOPTED, in regular session, this 15 day of Nov., 2022.

ATTEST:



Rachel Sadoff, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Kristine Zonka, Chair

As approved by the Board on _____

Exhibit "A"

A PARCEL OF LAND BEING A PART OF PARCEL 'E' AS SHOWN ON THE PLAT OF ENTERPRISE PARK AS RECORDED IN PLAT BOOK 32, PAGE 74 AND ALSO BEING A PART OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6894 PAGE 1314 ALL BEING OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

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Brevard Property Appraisal Parcel Identification Number 23-35-03-NN-E.10

Prepared by and return to:
Dawson Law P.A.
Penny W. Bell
Mail only: 2456 W. Sherwood Cir.
Cocoa, Florida 32926
File No. 18-0004pb

Consideration: \$120,000.00

COUNTY DEED
(STATUTORY FORM - SECTION 125.411, F.S.)

THIS INDENTURE, made effective on April 2, 2018, between BREVARD COUNTY, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940 ("Grantor"), and Trout-Hunt Properties, L.L.C., a Florida limited liability company, whose address is 283 Leather Fern Lane, Merritt Island, FL 32953 ("Grantee").

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Party of the first part" and "Grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders)

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, its successors and assigns forever, the following described land situate, lying and being in Brevard County, Florida to wit:

A PARCEL OF LAND BEING A PART OF PARCEL "E" AS SHOWN ON THE PLAT OF ENTERPRISE PARK AS RECORDED IN PLAT BOOK 32, PAGE 74 AND ALSO BEING A PART OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6894, PAGE 1314 ALL BEING OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF SCHIRRA COURT (A 120' WIDE RIGHT OF WAY) WITH THE SOUTH RIGHT OF WAY LINE OF ARMSTRONG DRIVE (A 120' WIDE RIGHT OF WAY) AS SHOWN ON SAID PLAT OF ENTERPRISE PARK AND SAID POINT BEING THE NORTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 7330, PAGE 2224 OF SAID PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S.87°02'40"W., ALONG SAID SOUTH RIGHT OF WAY LINE OF ARMSTRONG DRIVE AND ALONG THE NORTH LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 7330, PAGE 2224, A DISTANCE OF 439.03 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND AND SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE OF ARMSTRONG DRIVE, THE FOLLOWING TWO COURSES AND DISTANCES: S.87°02'40"W., 195.50 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHERLY, AND HAVING A RADIUS OF 1150.33 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°44'54", A DISTANCE OF 155.56 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE ON A BEARING OF S.05°17'33"E., 500.47 FEET TO A POINT LYING ON THE WESTERLY PROLONGATION OF THE SOUTH LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 7330, PAGE 2224 OF SAID PUBLIC RECORDS; THENCE N.89°10'05"E., ALONG SAID LINE, 350.94 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 7330, PAGE 2224 OF SAID PUBLIC RECORDS; THENCE N.05°17'33"W., ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 502.97 FEET TO THE POINT OF BEGINNING,


together with all riparian and littoral rights appertaining thereto, and all interests in subsurface oil, gas, and minerals pursuant to 270.11(3), F.S.

Property Appraiser's Parcel Identification Number 23-35-03-NN-E partial

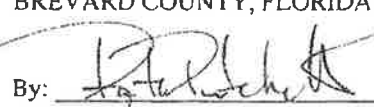
Grantee agrees to initiate upon the Property the construction of a building approximately 20,000 sq. feet within two (2) years of transfer of title from Grantor to Grantee. Failure to proceed with the construction of the 20,000 sq. foot building, as evidenced by receipt of a building permit from the City of Titusville and the pouring upon the Property of a concrete foundation equal to the building footprint specified above within said two (2) year period shall entitle the Grantor to the right to reacquire the Property at the same consideration paid by Grantee.

IN WITNESS WHEREOF the Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said board, the day and year aforesaid.

ATTEST:


Scott Ellis, Clerk to the Board

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

By: 
Rita Pritchett, Chair

(As approved by the Board on January 9, 2018)

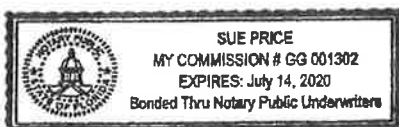
State of Florida
County of Brevard

The foregoing instrument was acknowledged before me on May 1, 2018, by Rita Pritchett, as Chair of the Board of County Commissioners of Brevard County, Florida, and ~~Scott Ellis, Clerk to the Board~~ on behalf of said Board, who X are personally known or produced as identification.


Notary Public, State of Florida

My commission expires:

(seal)



STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me on May 1, 2018, by Scott Ellis, Clerk of Court of Brevard County, Florida on behalf of said Board, who is personally known to me.




Notary Public Deborah Thomas