



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

New Business - Add-On

J.1.

5/27/2021

Subject:

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

Fiscal Impact:

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

Dept/Office:

North Brevard Economic Development Zone.

Requested Action:

The North Brevard Economic Development Zone (NBEDZ) formally requests that the Board of County Commissioners (BOCC) approve a Resolution and Real Estate Contract permitting the sale of approximately 0.3 acres of land in the county-owned Spaceport Commerce Park in Titusville for \$11,100.00 to the company known as Shepard Drive, Limited Liability Company, and authorize the BOCC chair to execute all documents in connection thereof.

Summary Explanation and Background:

Shepard Drive, LLC, d/b/a Raider Outboards, is a manufacturing company that produces motor boat engines primarily used by the military, and by search and rescue operations (in various nations) across the globe. In late 2020, the company acquired a vacant, industrial building in the Spaceport Commerce Park, to permit the company to work on a new product line. That decision came after considering other industrial sites in central Florida, including a site in the Tampa Bay area.

Following the purchase of the building, it was discovered that the freight area near the industrial lot's eastern boundary line would not accommodate a sufficient truck turn-around radius for eighteen-wheeled vehicles loading/unloading product. In order to correct that deficiency, the company is seeking to acquire a thin strip of county-owned property (a 230' x 60' parcel) which would permit it to construct a suitable freight area for the building.

The company currently employs fifteen people, but with the move into the larger facility, expects to create ten new job positions over the next two years.

The NBEDZ, acting as the county's authorized agent for developing and/or inducing the development of lots within that county-owned business park, formally received and reviewed the company's offer to purchase the land. The NBEDZ approved a purchase offer from the company for \$37,000 an acre at its November 13, 2020, board of directors' meeting. The NBEDZ requests that the Board of County Commissioners approve the sale as

presented, and permit the real estate transaction to go forward, per Ordinance No. 2013-08.

Clerk to the Board Instructions:

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

May 28, 2021

MEMORANDUM

TO: Troy Post, North Brevard Economic Development Zone Director

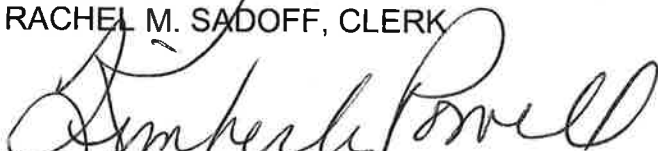
RE: Item J.1., Approval of Resolution and Real Estate Contract for Sale of Property in County-Owned Commerce Park in Titusville

The Board of County Commissioners, in regular session on May 27, 2021, adopted Resolution No. 21-077, authorizing conveyance of real property interest in a parcel within the Spaceport Commerce Park to Shepard Drive, LLC, d/b/a as Raider Outboards; and approved and executed the Real Estate Contract for the sale of approximately 0.3 acre of land in the County-owned Spaceport Commerce Park, Titusville to Shepard Drive, LLC, d/b/a Raider Outboards for \$11,100. Enclosed is the fully-executed Resolution and Contract.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK



Kimberly Powell, Clerk to the Board

/cld

Encl. (2)

cc: County Attorney
Budget
Finance

RESOLUTION NO. 2021 - 077

**A RESOLUTION AUTHORIZING CONVEYANCE OF REAL PROPERTY
INTEREST IN A PARCEL WITHIN THE SPACEPORT COMMERCE PARK
TO SHEPARD DRIVE, LLC, d/b/a as RAIDER OUTBOARDS**

WHEREAS, Brevard County, Florida, a political subdivision of the State of Florida, 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, hereafter known as the COUNTY, owns certain real property described as an approximately three-tenths (0.3)-acre parcel preliminarily described and depicted as Exhibit A; and,

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

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

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

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

WHEREAS, in accordance with Ordinance No. 2013-18, on November 13, 2020, the NBEDZ Board of Directors approved a purchase offer for an approximately three-tenths (0.3)-acre parcel, more or less; tendered by a company known as Shepard Drive, LLC, a Florida Limited Liability Company (d/b/a Raider Outboards) at the price of \$37,000.00 per acre, with the exact acreage to be determined by a final survey; and,

WHEREAS, the NBEDZ believes that this project, with its plan to build a new truck loading/unloading area to better facilitate the operation of a 20,000 square foot manufacturing facility, thereby enabling an increase in employment at the company, will further assist the economic revival of an area still adversely impacted by changes in recent years to the overall number of personnel at NASA's Kennedy Space Center; and,

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

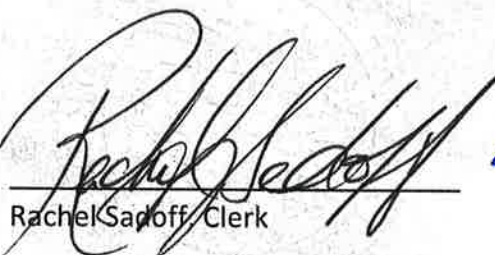
NOW, THEREFORE, BE IT RESOLVED, THAT THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA agree as follows:

1. The foregoing recitations are true and correct and by this reference incorporated;
2. The sale of this parcel promotes industrial development;
3. Upon completion of a survey of the property, to transfer ownership of an approximately 0.3-acre parcel described generally in the attached Exhibit A to Shepard Drive, Limited Liability Company, at the offering price of \$37,000.00 per acre, with the total price to be determined based upon the acreage determined by a survey prior to closing;
4. To empower the Chair, Board of County Commissioners, to execute all necessary documents related to this real estate transaction; and
5. To empower the Executive Director of the North Brevard Economic Development Zone (NBEDZ) Dependent Special District to sign any related documentation, to include documents related to the spitting up of Parcel E to create this lot.

DONE, ORDERED, and ADOPTED, in regular session, this 27 day of May, 2021.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Rachel Sadoff, Clerk



Rita Pritchett, Chair

As approved by the Board on 05/27/21

CONTRACT FOR SALE AND PURCHASE

PROJECT RAIDER

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

Buyer: SHEPARD DRIVE, LLC, a Florida limited liability company, 61 East Broad Street, Titusville, FL 32796

Legal description of property being transferred: A parcel measuring 0.3159 (more or less), and contained within Parcel E, Enterprise Park Plat, at Brevard County Official Records Book 32, Page 74, and adjacent to the parcel at Brevard County Official Records Book 8888, Page 1725, to be more particularly described in Exhibit "A" attached hereto and incorporated herein, and to be based upon a survey of the exact parcel completed prior to closing (hereinafter the Property.) The transfer shall be made pursuant to the following terms and conditions and the attached Standards for Real Estate Transactions.

Purchase price: \$ 37,000 (Thirty-Six Thousand Dollars and no/100) per acre for a total price to be determined based upon the acreage determined by a survey prior to closing.

Deposit: \$ 1,000.00 (One Thousand Dollars and no/100). The deposit to be transferred to an escrow account established and held by the Brevard County Clerk, such deposit to be applied to the purchase price.

Time for acceptance of offer; effective date; facsimile: If this offer is not executed by and delivered to all Parties OR FACT OF EXECUTION communicated in writing between the parties on or before July 30, 2021, 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 45 days of the effective date of this contract, unless modified by other provisions of this Contract.

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

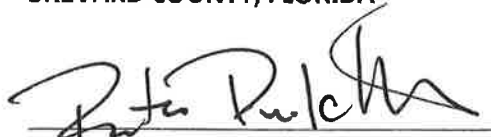
- a. SELLER warrants that there are no parties in occupancy other than SELLER.
- b. BUYER hereby acknowledges that no real estate broker or agent has been involved as a representative of the BUYER, and that no real estate commission fee is due from SELLER. BUYER warrants that the person signing this Contract on behalf of BUYER has all necessary authority to sign and bind BUYER.

Inspections: The BUYER shall have 30 days after the Brevard County Board of County Commissioners executes the contract within which to complete physical inspection and evaluation of the property for environmental, hazardous materials, suitability for development, 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.

Special Clauses: X See attached addendum 1 & 2

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


Chair

Date: May 27, 2021
As Approved by the Board: May 27, 2021

ATTEST:


Rachel Sadoff, Clerk

Approved As to Form:


Asst. County Attorney

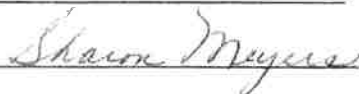
BUYER: SHEPARD DRIVE, LLC,
Social Security or Tax Identification Number: 82-1434449

Date: 5/20/21

Signed: 

By: George Woodruff
BUYER (Print Name)

Its: Manager

Signed by Witness: 

SHARON MEYERS
Print Name of Witness

5/20/21
Date of Witness Signature

ADDENDUM 1 - STANDARDS FOR REAL ESTATE TRANSACTIONS

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

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

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

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

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

F. PRORATIONS; CREDITS: THERE IS NO TAX PRORATION ON THIS PROPERTY.

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

H. PROCEEDS OF SALE; CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If abstract of title has been furnished, evidence of title shall be continued at Buyer's expense to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last evidence.

Proceeds of the sale shall be held in escrow by Seller's attorney or by another mutually acceptable escrow agent for a period of not more than five (5) days after closing date. If Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, all deposit(s) and closing funds shall, upon written demand by Buyer and within five (5) days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale. If Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale. The escrow and closing procedure required by this Standard shall be waived if title agent insures adverse matters pursuant to Section 627.7841, Florida Statutes (1993), as amended.

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

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

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

ADDENDUM 2 TO CONTRACT FOR SALE AND PURCHASE

1. BUYER shall purchase the property in AS-IS condition. BUYER ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS ACCEPTED BY BUYER IN ITS PRESENT CONDITION AS IS, WHERE IS, AND WITH ALL FAULTS, AND THAT NO PATENT OR LATENT PHYSICAL CONDITIONS, WHETHER OR NOT KNOWN OR DISCOVERED, SHALL AFFECT THE RIGHTS OF EITHER PARTY HERETO.
2. BUYER agrees to abide by all covenants and restrictions existing on the Spaceport Commerce Park for the development of the property in the Official Records Book (ORB) of Brevard County, Florida, including but not limited to those at ORB 2460, page 2995-3008; ORB 2508, Page 2917; ORB 6395, Page 2380, and Plat Book 32, Page 74, also more particularly identified under Exhibit "B."
3. BUYER shall have no right to assign this Agreement without SELLER's prior written consent, which consent may be granted or withheld in SELLER's sole discretion.
4. BUYER further agrees to initiate upon the property the construction of a building of a truck turn-around area adjacent to the BUYER's existing industrial lot within two (2) years of transfer of title from SELLER to BUYER. Failure to proceed with the construction of the truck turn-around, as evidenced by receipt of a building permit from the City of Titusville within said two (2) year period shall entitle the SELLER to the right to reacquire the property at the same consideration paid by BUYER.
5. BUYER and SELLER agree the Parties intent is that the property transferred in the location shown at Exhibit "A" be a parcel between of less than one acre, at .3159 acres (more or less). The purchase price shall be adjusted at closing depending on the exact acreage shown by boundary survey based on a value of \$37,000.00 per acre.
6. **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

BUYER's Initials, Acknowledging and Agreeing to Addendum:


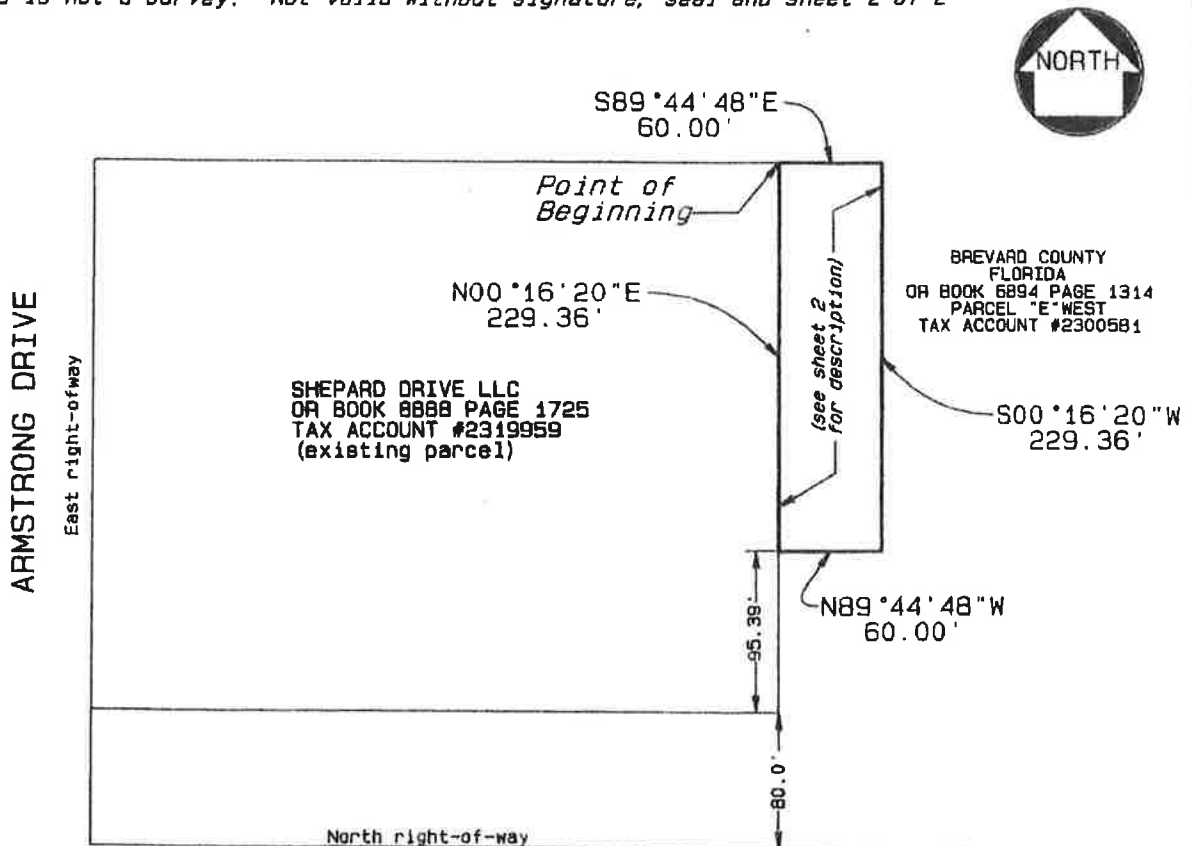

George Woodruff, Manager
Shepard Drive, LLC

EXHIBIT A

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



SURVEYOR'S STATEMENT

The seal appearing on this map was authorized by William R. Reeves, Jr., LS#4313 on January 27, 2021. This sketch conforms to the Standard of Practice for professional surveyors and mappers as outlined in Chapter 5J-17 F.A.C.

Notes

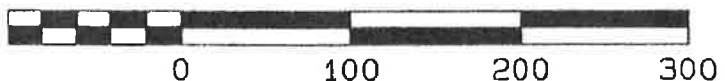
1. The purpose of this sketch is for preparation of documents to convey title to Shepard Drive LLC.
2. This sketch and description were prepared without a title report.
3. Bearings are based on the East line of parcel described in OR Book 8888 Page 1725.



SKETCH & DESCRIPTION
PART OF PARCEL "E" WEST
SECTION 4 TOWNSHIP 23 SOUTH RANGE 35 EAST
BREVARD COUNTY, FLORIDA
SHEET 1 OF 2

GRAPHIC SCALE

1"=100'




**Coast&Inland
SURVEY**
918 S. WASHINGTON AVE
TITUSVILLE FL 32780
LIC NO. LB8144
321-225-4351

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

DESCRIPTION

A strip of land 60 feet wide in Section 4, Township 23 South, Range 35 East, Brevard County Florida and being a part of Tract "E" West, described in Exhibit A, in OR Book 6894 Page 1314 and is in fact a portion of Parcel E, Enterprise Park according to the Plat thereof recorded in Plat Book 32 Page 74 in the Public Records of Brevard County, Florida, described as follows:

Beginning at the point of the Northeast corner of a parcel of land described in OR Book 8888 Page 1725 and run parallel with the North line thereof, South $89^{\circ}44'48''$ East a distance of 60.00 feet to a point; thence South $0^{\circ}16'20''$ West at distance of 229.36 feet to a point; thence North $89^{\circ}44'48''$ West a distance of 60.00 feet a point on the East line of the land described in OR Book 8888 Page 1725 from which the Southeast corner bears South $0^{\circ}16'20''$ West, 95.39 feet; thence North $0^{\circ}16'20''$ East with the East line of said parcel a distance of 229.36 feet to the Point of Beginning, containing 0.3159 acre.

 **Coast & Inland
SURVEY**
918 S. WASHINGTON AVE
TITUSVILLE FL 32780
LIC NO. LB8144
321-225-4351

SKETCH & DESCRIPTION
PART OF PARCEL "E" WEST
SECTION 4 TOWNSHIP 23 SOUTH RANGE 35 EAST
BREVARD COUNTY, FLORIDA
SHEET 2 OF 2