



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.5.

3/8/2022

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### Subject:

Approval, Re: Resolution and First Amendment to Exchange Agreement between Brevard County and Space Coast Town Centre I, L.L.C. (S.C.T.C.)- District 5.

### Fiscal Impact:

No costs to the County - S.C.T.C. to pay any costs associated with the First Amendment.

### Dept/Office:

Public Works Department / Land Acquisition

### Requested Action:

It is requested that the Board of County Commissioners: 1) adopt and authorize the Chair to execute the attached Resolution, 2) authorize the Chair to execute the attached First Amendment to Exchange Agreement, and 3) authorize the Chair to execute any and all documents required to effectuate this First Amendment to Exchange Agreement, including, but not limited to, the signing of any necessary closing documents, and obtain the applications and documents required by the agencies that will be issuing the necessary permits.

### Summary Explanation and Background:

The subject property is located in Section 3, Township 28 South, Range 36 East, on the east side of St. Johns Heritage Parkway in West Melbourne.

The Board of County Commissioners, in regular session on December 21, 2021, approved and authorized the Chair to execute Exchange Agreement between Brevard County and Space Coast Town Centre I, L.L.C.

The County previously agreed to an exchange of property interests with S.C.T.C. on December 21, 2021, wherein the County agreed to exchange its parcel that has direct frontage on St. Johns Heritage Parkway ("County Parcel") to S.C.T.C. for easement rights to a new stormwater and surface water pond on Tract B once certain drainage improvements were constructed by S.C.T.C. ("Stormwater Improvements"). The County Parcel is currently used as a drainage pond for stormwater and surface water from St. Johns Heritage Parkway and, once the improvements were constructed by S.C.T.C., the County would no longer need the County Parcel. S.C.T.C. now desires to modify the original Exchange whereby the County will transfer its interest to S.C.T.C. before the Stormwater Improvements are constructed, but reserves a temporary easement for necessary stormwater and surface water purposes. S.C.T.C. seeks to close within 15 days after the date of this Amendment subject to any reasonable extensions required to obtain the full execution of the documents to be delivered at closing or as may be required by the title company insuring the Parties' respective interests. The only activities that can take place on the County Parcel are limited to the tie-in of the new Stormwater Improvements. The County will not terminate its easement unless and until the Stormwater Improvements

have been completed, are operational, and accepted by the County.

Space Coast Town Center is a development project of an approximate 154-acre phased, mixed-use project. The Developer is the successor in interest to Parkway 192 Associates, L.L.C., a Florida limited liability company, which in turn is the successor in interest to Diversified Properties, a Florida partnership, and 192 Associates, a Florida partnership, the original owners. The County and the original owners entered into a contract dated July 9, 2013, which contained a provision that the original owners could provide additional land to relocate the retention pond (County-owned parcel) and would reasonably cooperate with the County to expand or relocate the Retention Pond for surface water and stormwater treatment and/or storage purposes in accordance with the requirements identified in the County Contract. When the County parcel in the exchange was first acquired by the County for a roadway stormwater treatment pond and a discharge easement, the original acquisition contract contemplated the possibility, but not the requirement, that such retention and drainage uses would be moved or otherwise adjusted at the expense of the prior owner or their successors. The Exchange is consistent with that previously contemplated contract.

Currently, the Retention Pond is visible from and occupying frontage along the Parkway. The transfer of the County property to the Developer will allow, after the exchange, for the development of the former County property into viable commercial facilities that will increase overall tax revenue, as well as provide employment opportunities to the residents of the County. Once the County property is transferred to the Developer, the County will have no maintenance expense related to the current stormwater pond which is an estimated yearly expense of \$2,000.00. The County will be relieved of any ongoing maintenance obligations for the Stormwater Improvements. The new pond located in Tract B will increase the capacity of the existing County retention pond to account for the existing stormwater and surface water runoff from Basin G of the Parkway. The new pond will account for additional volume from Basis G resulting from the expansion of the Parkway to a six-lane road.

The User Department approves this request.

Pursuant to Florida Law, the required timeframes for advertising this First Amendment to Exchange Agreement have been met. This First Amendment follows the policies and procedures as set forth in Administrative Order 37.

### **Clerk to the Board Instructions:**

Upon execution by the Chair, Public Works Department will contact the Clerk's office to make arrangements to pick up the original executed Resolution with Exhibit and First Amendment to Exchange Agreement with Exhibit.

## BOARD OF COUNTY COMMISSIONERS


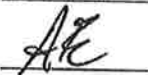
### AGENDA REVIEW SHEET

AGENDA: Resolution and First Amendment to Exchange Agreement between  
Brevard County and Space Coast Town Centre I, L.L.C. – District 5.

AGENCY: Public Works Department / Land Acquisition

AGENCY CONTACT: Lucy Hamelers, Land Acquisition Supervisor

CONTACT PHONE: 321-350-8336

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Supervisor		<hr/>	<u>2-17-2022</u>
COUNTY ATTORNEY Alex Esseeesse Assistant County Attorney		<hr/>	<u>2/17/22</u>



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

March 9, 2022

**MEMORANDUM**

TO: Marc Bernath, Public Works Director

RE: Item F.5., Resolution and First Amendment to Exchange Agreement Between Brevard County and Space Coast Town Centre I, L.L.C. (S.C.T.C.)

The Board of County Commissioners, in regular session on March 8, 2022, adopted Resolution No. 22-021, authorizing execution of the First Amendment to Exchange Agreement with Space Coast Town Centre I, L.L.C., for property located on the east side of St. Johns Heritage Parkway, West Melbourne; and authorized the Chair to execute any and all documents required to effectuate this First Amendment to Exchange Agreement, including, but not limited to, the signing of any necessary closing documents, and obtain the applications and documents required by the agencies that will be issuing the necessary permits. Enclosed are fully-executed Resolution and First Amendment to Exchange Agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK

*Kimberly Powell*  
Kimberly Powell, Clerk to the Board

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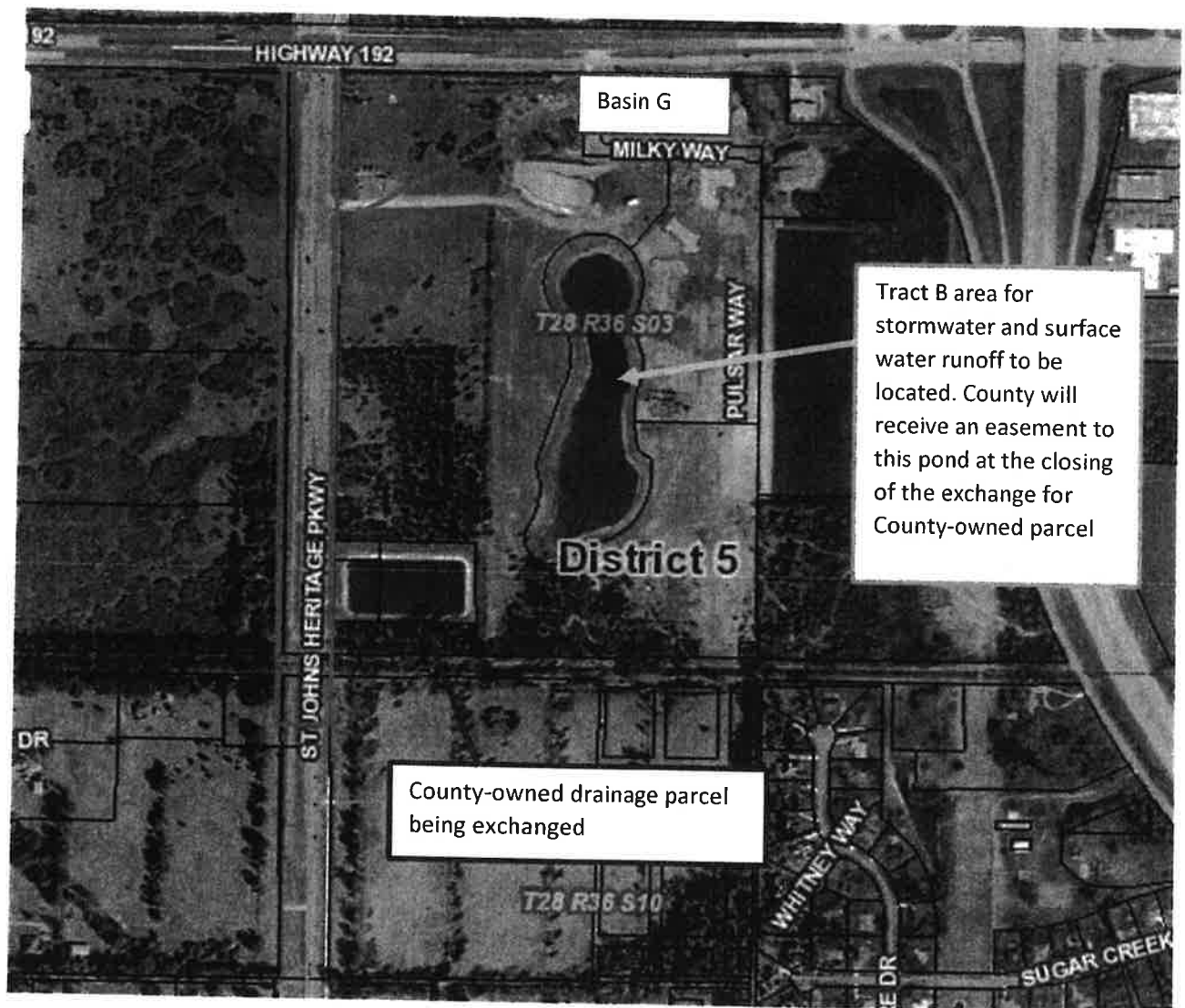
Encls. (2)

cc: Contracts Administration  
Asset Management

## LOCATION MAP

Section 3, Township 28 South, Range 36 East - District: 5

PROPERTY LOCATION: East side of St. John's Heritage Parkway



**FIRST AMENDMENT TO  
EXCHANGE AGREEMENT**

THIS FIRST AMENDMENT TO EXCHANGE AGREEMENT (this "Amendment") is made and entered into the date of last signature below by and between Brevard County, Florida, a political subdivision of the State of Florida (the "County"), and Space Coast Town Centre I, L.L.C., a Delaware limited liability company (the "Developer"). "Party" or "Parties" means the parties to this Amendment, individually or collectively as indicated in the context by which it appears.

**WHEREAS**, the Developer and the County have entered into that certain Exchange Agreement dated as of December 21, 2021 (the "Exchange Agreement"), pursuant to which the Parties agreed to effectuate an exchange of the County Property for the Easement Rights and Obligations for the purposes of and on the terms set forth therein; and

**WHEREAS**, the County has complied with the standards and procedures set forth in Section 125.37, Florida Statutes, in connection with the execution of the Exchange Agreement; and

**WHEREAS**, the closing of the exchange under the Exchange Agreement was initially scheduled to occur upon completion of the new Stormwater Improvements in the Easement Area by the Developer, however, the Parties have agreed to close sooner as set forth herein and pursuant to the terms hereof; and

**WHEREAS**, the work to be completed in connection with the Stormwater Improvements is identified in those certain plans and specifications titled "Space Coast Town Center Phase II Infrastructure Plans, Brevard County Pond Relocation" prepared by AMI Engineering and dated December 2021, which constitute the "Initial Plans" under the Exchange Agreement, and which Initial Plans have been submitted to the County for review and approval (with the final approved plans being the "Developer's Plans" under the Exchange Agreement); and

**WHEREAS**, in order to provide for the continuing and uninterrupted handling and disposal of surface water and stormwater discharges from the Parkway after the closing until the completion of the Stormwater Improvements, the County will retain an easement over the entire County Property to continue using the Retention Pond located on the County Property ("Reserved Easement") and will also continue to use the Existing Easement recorded in Official Records Book 7102, at Page 1082 ("Existing Easement"); and

**WHEREAS**, the County, acting through its Board of County Commissioners, has found and determined that the exchange provided for in the Exchange Agreement, as modified through this Amendment, provides for a fair and equitable exchange of the County Property for the Easement Rights and Obligations; and

**WHEREAS**, the County, acting through its Board of County Commissioners, has found and determined that the County may and is authorized to effectuate such an exchange pursuant to the provisions set forth in Section 125.37, Florida Statutes, without competitive bidding or

solicitation, irrespective of any related provisions in the County Charter or Code of Ordinances; and

**WHEREAS**, the County, acting through its Board of County Commissioners, hereby finds that when the Stormwater Improvements are completed, operational, and fully approved the County will no longer need the temporary easement over the Retention Pond and Existing Easement for County purposes, and that the execution and delivery of the Acknowledgment of Completion and Termination of Easements (defined below) will be in the best interest of the County and a public purpose will be served once the Stormwater Improvements have been completed, are operational, and accepted by the County; and

**WHEREAS**, in order to ensure the stormwater and surface water purposes of the Retention Pond are not negatively impacted, no construction shall occur on the County Property unless conducted by the County or when solely for the purpose of installing the new Stormwater Improvements or as may otherwise be approved by Brevard County; and

**WHEREAS**, the County's approval of this Amendment shall constitute the authority for the Chair, or designee, to execute the documents required to be delivered by the County at the closing of the exchange and the Acknowledgment of Completion and Termination of Easements when the Stormwater Improvements are constructed and are operational in accordance with the Exchange Agreement as modified herein; and

**WHEREAS**, the Developer and the County desire, in accordance with the provisions set forth in Section 125.37, Florida Statutes, to amend the Exchange Agreement for the purposes of and subject to the terms and conditions set forth in this Amendment.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually covenant and agree as follows:

1. Recitals; Defined Terms. The above recitals are true and correct and are incorporated herein by this reference. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Exchange Agreement.

2. Closing. Notwithstanding anything to the contrary in the Exchange Agreement, the closing of the exchange pursuant to the Exchange Agreement shall occur in accordance with the terms and conditions of this Amendment. The Closing Date identified in Section 5 of the Exchange Agreement is hereby amended to read as follows:

The closing of the exchange (the "Closing Date") shall take place fifteen (15) calendar days after the date of this Amendment subject to any reasonable extensions required to obtain the full execution of the documents to be delivered at closing or as may be required by the title company insuring the Parties' respective interests.

3. Reserved Easement. Until the Stormwater Improvements are completed, operational and fully approved by the County and all permitting agencies, the Retention Pond shall remain fully operational for the purposes of receiving, retaining and disposing of surface water and stormwater drainage from the Parkway and the County shall continue to operate the Retention Pond as currently operated. At closing, the County shall reserve a temporary easement

upon the entirety of the County Property for construction, reconstruction, installation, maintenance, access, ingress, egress, and surface water and stormwater retention and drainage from the Parkway over, into and through the Retention Pond so as to continue the current operations of the Retention Pond (the "Reserved Easement"). The Reserved Easement shall be provided for in the deed to be delivered by the County to the Developer at closing in the form attached hereto as Exhibit "A" (the "County Deed"). The County shall also continue to use and benefit from the Existing Easement.

4. Stormwater Improvements. The Developer shall construct and ensure maintenance of the new Stormwater Improvements in the Easement Area at Developer's sole cost and expense and obtain a Certificate of Completion or other appropriate evidence of satisfactory completion of the permitted work from the authority(ies) having jurisdiction of the Stormwater Improvements. The County shall not unreasonably withhold acceptance of the Stormwater Improvements. During the term of the Reserved Easement, no construction shall occur in the area of the Reserved Easement unless conducted by Brevard County in furtherance of the easement rights reserved herein, or when solely for the purpose of installing the new Stormwater Improvements by the Developer or as otherwise may be approved by Brevard County.

5. Developer's Closing Obligations. The items identified under Paragraphs 2(a)(1), (2), (6), (7), (8), (9) and (12) and 2(c)(1), (3) and (5), all below the heading "Developer's Obligations" in the Exchange Agreement, shall be obligations of the Developer for the closing. The item identified under Paragraph 2(c)(4) below the heading "Developer Obligations" in the Exchange Agreement shall be satisfied post-closing by the delivery of the Acknowledgement of Completion and Termination of Easements by the County.

6. County's Closing Obligations. The items identified under Paragraph 2(a)(1) and (2), and 2(e)(1), (2), (3), (4), (5) (for both the approval of the original Exchange Agreement and this Amendment), (6) (for both the approval of the original Exchange Agreement and this Amendment) and (8), all below the heading "County's Obligations" in the Exchange Agreement, shall be obligations of the County for the closing.

7. Developer's Post-Closing Obligations. The items identified under Paragraphs 2(a)(3), (4), (5), (10) and (11), and Paragraph 2(c)(2), all below the heading "Developer Obligations" in the Exchange Agreement, shall not be conditions to closing the exchange but shall survive the closing and be completed prior to the County terminating its Reserved Easement or Existing Easement. Developer shall ensure that the Stormwater Improvements are completed, operational, and accepted by the County prior to the County terminating its Reserved Easement and Existing Easement. Any necessary easements shall be granted to the County upon completion of the Stormwater Improvements in order for the effective use of said Stormwater Improvements.

8. County's Post-Closing Obligations. The items identified under Paragraphs 2(b), 2(c) and 2(e)(7) all below the heading "County's Obligations" in the Exchange Agreement shall survive the closing of the exchange. The County shall only relinquish its Reserved Easement and Existing Easement once the Stormwater Improvements are approved and accepted by the County, and once any necessary easements to utilize the Stormwater Improvements have been



granted by the Developer, its assigns or successors in interest, at the Developer's sole cost and expense. Such approval and acceptance shall not be unreasonably withheld.

9. Escrowed Funds. For purposes of determining the amount of the Escrowed Funds to be deposited by Developer under Paragraph 9(b) of the Easement Agreement at the time of the closing, such amount shall be equal to ten percent (10%) of the cost of the Stormwater Improvements as estimated by the Developer's engineer and approved by the County prior to the date hereof.

10. Acknowledgment of Completion and Termination of Easements. Upon the completion of the Stormwater Improvements and the issuance of a Certificate of Completion or other appropriate evidence of satisfactory completion of the permitted work, and acceptance by the County, the County shall execute an Acknowledgment of Completion and Termination of Easements in the substantial form of Exhibit "B" attached hereto (the "Acknowledgment of Completion and Termination of Easements") and cause the same to be delivered to the Developer. The County authorizes the Developer to record said Acknowledgment of Completion and Termination of Easements in the public records of Brevard County, Florida at the Developer's sole cost and expense.

11. Developer's Initial Plans and Developer's Plans. The Parties acknowledge that the Developer's Initial Plans and the final approved Developer's Plans may include parts of the water management system for the Space Coast Town Center Project that are not required for the Water Management System designed to handle surface water and stormwater discharges from Basin G of the Parkway as identified in the applicable Permit. For purposes of the completion of the Stormwater Improvements and delivery of the Acknowledgment of Completion and Termination of Easements by the County, only the work required for the Water Management System designed to handle surface water and stormwater discharges from Basin G of the Parkway as identified in the applicable Permit must be completed. For purposes of clarification, the filling of the Retention Pond and the installation of a 60" drainage pipe running easterly from Tract B to the "Fulcher Pond", as that term is used in the Initial Plans, are not requirements for the completion of the Stormwater Improvements and delivery of the Acknowledgment of Completion and Termination of Easements by the County.

12. Entire Agreement. This Amendment represents the understanding and agreement of the Parties in its entirety. There shall be no amendments to this Amendment unless such amendments are in writing and signed by both Parties. This Amendment shall not be recorded in the Public Records of Brevard County, Florida. At closing, the Easement Agreement and the County Deed shall be recorded in the Public Records of Brevard County at the Developer's sole expense.

13. Effective Date. This Amendment shall take effect upon date of execution by the last Party to the Amendment.

14. Captions; Interpretation. Paragraph headings or captions are inserted as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Amendment or any provision hereof. No provision in this Amendment is to be interpreted for or against either party because that party or the legal representative of that party drafted

such provision.

15. Successors and Assigns. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, grantees, successors and assigns of the parties hereto.

16. Ratification; Conflict. Except as modified by this Amendment, the Exchange Agreement is hereby ratified and confirmed and all the terms of the Exchange Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the provisions of this Amendment and the provisions of the Exchange Agreement, the provisions of this Amendment shall prevail.

17. Counterparts. This Amendment may be executed in counterparts, and all counterparts together shall be construed as one document. This Amendment may be executed and delivered by electronic mail (PDF) and an executed copy of this Amendment delivered by electronic mail (PDF) transmission shall be deemed to be an original counterpart for all purposes.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date last below written.

Attest:

  
Rachel Sadoff, Clerk

Brevard County, Florida

BY: 

Kristine Zonka, Chair

Date: 03/08/2022

Approved by the Board on: 03/08/2022

Approved as to legal form and content  
solely for Brevard County:

BY: 

Assistant County Attorney

Space Coast Town Centre I, L.L.C., a Delaware limited liability company

By: Space Coast Town Centre Holdings, LLC, a Delaware limited liability company, its Sole Member

By: Multiverse Global, LLC, a Florida limited liability company, its Manager

Witnesses:

J. Harding Evans  
J. Harding Evans  
Printed Name

Lauren Kay Evans  
Lauren Kay Evans  
Printed Name

BY: Edgar Jones  
Name: Edgar Jones, Manager  
Date: 2/21/22

STATE OF FL )  
COUNTY OF Indian River )

The foregoing instrument was acknowledged before me by X physical presence or \_\_\_ online notarization this 21<sup>st</sup> day of February, 2022 by Edgar Jones, as Manager of Multiverse Global, LLC, a Florida limited liability company as the Manager of Space Coast Town Centre Holdings, LLC, a Delaware limited liability company, as the Sole Member of Space Coast Town Centre I, L.L.C., a Delaware limited liability company, on behalf of the company. He is personally known to me or provided FL Driver License as identification.

Nicholas Evans  
(Notary Signature – State of Florida)



NICHOLAS J EVANS  
Commission # GG 284197  
Expires January 18, 2023  
Bonded Thru Budget Notary Services

Nicholas Evans  
Print, Type, or Stamp Commissioned Name of Notary Public  
Commission No.: 66284197  
My Commission Expires: Jan. 18, 2023

*Handwritten initials*

Exhibit A

Prepared by and return to:  
Office of the County Attorney  
2725 Judge Fran Jamieson Way, Building C  
Viera, Florida 32940

**COUNTY DEED**

STATUTORY FORM - SECTION 125.411, Florida Statutes

**THIS DEED**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between Brevard County, Florida, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, party of the first part, and Space Coast Town Centre I, L.L.C., a Delaware limited liability company, whose address is 7485 Fairway Drive, Suite 430, Miami Lakes, FL 33014, party of the second part,

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

**WITNESSETH** that the party of the first part, for and in consideration of the sum of Ten Dollars, to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, any interest it holds in the following described land lying and being in Brevard County, Florida, to wit:

See Exhibit "A" attached and incorporated by this reference, together with all riparian and littoral rights appertaining thereto, and all interests in subsurface oil, gas, and minerals pursuant to section 270.11(3), Florida Statutes.

Party of the first part hereby releases all phosphates, metals, minerals and petroleum reservations and any right of entry it may have, if any, pursuant to Section 270.11, Florida Statutes.

As more fully described on Exhibit "B" attached and incorporated by this reference, Party of the first part hereby reserves a temporary easement for construction, reconstruction, installation, maintenance, access, ingress, egress, and surface water and stormwater retention and drainage for Basin G, as defined in the permit documentation labeled "Drainage Design Documentation For ST John's Heritage Parkway (From the City of Palm Bay line to US 92)" dated March 2014 as a part of the St. Johns River Water Management District Permit No. 126163-2 consisting of approximately +/- 13.37 acres, of

the St. Johns Heritage Parkway in Brevard County, Florida over that portion of the land described on Exhibit "A" being used on the date hereof for a stormwater retention pond. The property described in Exhibit "A" is to be used as a stormwater retention pond, and for related purposes, to serve Brevard County, Florida, until the Stormwater Improvements identified on Exhibit "B" have been completed, are operational and have been approved by Brevard County, at which time, Brevard County, shall execute and have recorded in the public records of Brevard County, Florida a termination of this temporary Retention Pond Easement (as more fully defined on Exhibit "B"). The party of the second part shall be responsible for any associated fees and costs of such recording. The foregoing shall be deemed to be a restrictive covenant which shall be deemed to be a covenant running with the land until released by Brevard County.

**IN WITNESS WHEREOF** the said party of the first part 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:

BREVARD COUNTY, FLORIDA, A POLITICAL  
SUBDIVISION OF THE STATE OF FLORIDA

\_\_\_\_\_  
Rachel Sadoff, Clerk of Courts

BY: BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

By: \_\_\_\_\_  
Kristine Zonka, Char,  
(As approved by the Board on \_\_\_\_\_, 2022)

## EXHIBIT "A"

### LEGAL DESCRIPTION

A parcel of land located within Lot 6, FLORIDA INDIAN RIVER LAND COMPANY, as recorded in Plat Book 2, Page 80, Public Records of Brevard County, Florida, and being in the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East, being described as follows: COMMENCE at the Southwest corner of the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East; thence run North 89 degrees 35 minutes 56 seconds East along the South line of said Southwest 1/4 (One-Quarter), a distance of 1322.84 feet; thence, departing said South line, run North 00 degrees 24 minutes 04 seconds West, a distance of 48.00 feet to the North Right-of-Way line of Melbourne Tillman Drainage District Canal No. 84; thence run North 89 degrees 35 minutes 56 seconds East, along said North Right-of-Way line, a distance of 210.04 feet to a point on a non-tangent curve to the right having a radius of 22,813.31 feet; thence, departing said North Right-of-Way line, from a chord bearing of North 00 degrees 50 minutes 50 seconds East, run Northerly along said curve an arc distance of 115.89 feet through a central angle of 00 degrees 17 minutes 28 seconds to the point of reverse curvature of a curve having a radius of 23,023.31 feet; thence run Northerly along said curve an arc distance of 274.51 feet through a central angle of 00 degrees 40 minutes 59 seconds to a point on said curve and the POINT OF BEGINNING; thence continue along said curve an arc distance of 83.31 feet through a central angle of 00 degrees 12 minutes 26 seconds to the end of said curve; thence run South 89 degrees 54 minutes 13 seconds East, a distance of 190.46 feet; thence South 00 degrees 12 minutes 08 seconds East, a distance of 83.31 feet; thence North 89 degrees 54 minutes 13 seconds West, a distance of 191.05 feet to the POINT OF BEGINNING.

Said lands containing 0.365 acres, more or less.

Together with:

A parcel of land located within Lot 6, FLORIDA INDIAN RIVER LAND COMPANY, as recorded in Plat Book 2, Page 80, Public Records of Brevard County, Florida, and being in the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East, being described as follows: COMMENCE at the Southwest corner of the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East; thence run North 89 degrees 35 minutes 56 seconds East along the South line of said Southwest 1/4 (One-Quarter), a distance of 1322.84 feet; thence, departing said South line, run North 00 degrees 24 minutes 04 seconds West, a distance of 48.00 feet to the North Right-of-Way line of Melbourne Tillman Drainage District Canal No. 84; thence run North 89 degrees 35 minutes 56 seconds East, along said North Right-of-Way line, a distance of 210.04 feet to a point on a non-tangent curve to the right having a radius of 22,813.31 feet; thence, departing said North Right-of-Way line, from a chord bearing of North 00 degrees 50 minutes 50 seconds East, run Northerly along said curve an arc distance of 115.89 feet through a central angle of 00 degrees 17 minutes 28 seconds to the point of reverse curvature of a curve having a radius of 23,023.31 feet; thence run Northerly along said curve an arc distance of 14.64 feet through a central angle of 00 degrees 02 minutes 11 seconds to the POINT OF BEGINNING; thence continue along said curve an arc distance of 259.87 feet through a central angle of 00 degrees 38 minutes 48 seconds to the end of said curve; thence run South 89 degrees 54 minutes 13 seconds East, a distance of 191.05 feet; thence South 00 degrees 12 minutes 08 seconds East, a

distance of 258.17 feet; thence run South 89 degrees 35 minutes 56 seconds West, a distance of 194.84 feet to the POINT OF BEGINNING.

Said lands containing 1.146 acres, more or less.

Together with:

A parcel of land located within Lots 5 and 6, FLORIDA INDIAN RIVER LAND COMPANY, as recorded in Plat Book 2, Page 80, Public Records of Brevard County, Florida, and being in the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East, being described as follows: COMMENCE at the Southwest corner of the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East; thence run North 89 degrees 35 minutes 56 seconds East along the South line of said Southwest 1/4 (One-Quarter), a distance of 1729.97 feet to the Southerly projection of the West line of the lands described in Official Records Book 5564, Page 6498, Public Records of Brevard County, Florida; thence departing said South line, run North 00 degrees 12 minutes 08 seconds West, along said Southerly projection and said West line, a distance of 178.50 feet to the POINT OF BEGINNING; thence continue North 00 degrees 12 minutes 08 seconds West, along said West line, a distance of 341.48 feet; thence departing said West line, run South 89 degrees 54 minutes 13 seconds East, a distance of 402.50 feet; thence run South 00 degrees 12 minutes 12 seconds East, a distance of 337.98 feet; thence run South 89 degrees 35 minutes 56 seconds West, a distance of 402.50 feet to the POINT OF BEGINNING.

Said lands containing 3.139 acres, more or less.

Total acreage of all 3 parcels is 4.65 acres, more or less.



EXHIBIT B  
TEMPORARY EASEMENT

Brevard County, as the party of the first part to the deed to which this exhibit is attached, hereby reserves unto itself a temporary non-exclusive easement for: (1) construction, reconstruction, installation, and maintenance of drainage facilities, allowing for drainage, flowage, retention, and detention of stormwater and surface water and other allied uses pertaining thereto, over, under, upon, across, and through the land described on Exhibit "A" attached hereto; and (2) ingress, egress, and access to conduct maintenance and construction or reconstruction for surface water and stormwater drainage and retention purposes, and other allied uses pertaining thereto, over, under, upon, across, and through the land described on Exhibit "A" attached hereto (collectively, the "Retention Pond Easement"). The Retention Pond Easement shall remain in effect until a replacement stormwater management system (the " Stormwater Improvements ") is completed by Space Coast Town Centre I, L.L.C., a Delaware limited liability company, as party of the second part to the deed to which this exhibit is attached, and is operational and accepted by Brevard County, as the party of the first part, at which time, Brevard County, as the party of the first part, shall execute and have recorded in the public records of Brevard County, Florida a termination of this temporary Retention Pond Easement. During the term of this Retention Pond Easement, no construction shall occur in the area of the Retention Pond Easement unless conducted by Brevard County in furtherance of the easement rights reserved herein, or when solely for the purpose of installing the new Stormwater Improvements by Space Coast Town Centre I, L.L.C., or as otherwise may be approved by Brevard County.

**EXHIBIT "B"**

**Acknowledgement of Completion and Termination of Easements**

This instrument was prepared by  
and after recording return to:  
Richard M. Bezold, Esq.  
AKERMAN LLP  
98 SE 7<sup>th</sup> Street, Suite 1100  
Miami, Florida 33131

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**ACKNOWLEDGEMENT OF COMPLETION**  
**AND**  
**TERMINATION OF EASEMENTS**

**THIS ACKNOWLEDGMENT OF COMPLETION AND TERMINATION OF EASEMENTS** (the "**Acknowledgment and Termination**"), dated this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, is made by **Brevard County, Florida**, a political subdivision of the State of Florida (the "**County**").

**WITNESSETH:**

**WHEREAS**, the County and Space Coast Town Centre I, L.L.C., a Delaware limited liability company (the "**Developer**") entered into that certain Exchange Agreement dated as of December 21, 2021, as amended by that certain First Amendment to Exchange Agreement dated \_\_\_\_\_, 2022 (as amended, the "**Exchange Agreement**"), pursuant to which the County and the Developer agreed to effectuate an exchange of certain County Property for certain Easement Rights and Obligations for the purposes of and on the terms as set forth therein; and

**WHEREAS**, in that certain County Deed dated \_\_\_\_\_, 2022 and recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_ of the Public Records of Brevard County, Florida (the "**County Deed**") the County reserved unto itself a certain temporary easement as set forth in the body of the County Deed and on **Exhibit B** to the County Deed (collectively, the "**Retention Pond Easement**"); and

**WHEREAS**, the County was granted a certain drainage easement in that certain Warranty Deed dated April 3, 2014 and recorded in Official Records Book 7102, Page 1082 of the Public Records of Brevard County, Florida (the "**Melbourne Tillman Easement**"); and

**WHEREAS**, as required pursuant to the Exchange Agreement, the Stormwater Improvements have been completed, are operational, and have been accepted by the County, and the County no longer needs the Retention Pond Easement and/or the Melbourne Tillman Easement; and

**WHEREAS**, the County wishes to terminate and cancel the Retention Pond Easement and the Melbourne Tillman Easement of record.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County hereby agrees as follows:

1. Recitals and Defined Terms. The above recitals are true and correct and are incorporated herein by this reference and made a part hereof. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Exchange Agreement.

2. Acknowledgment of Completion. The County hereby acknowledges and confirms that (i) the Developer has satisfactorily completed the construction of the Stormwater Improvements in the Easement Area in conformance with the requirements of the Exchange Agreement; (ii) the Developer has obtained a Certificate of Completion and/or all other appropriate evidences of satisfactory completion of the permitted work from the authority(ies) having jurisdiction of the Stormwater Improvements; and (iii) the Stormwater Improvements are complete, operational and fully approved by all permitting agencies and are hereby accepted by the County.

3. Termination of Easements. The County hereby cancels, releases, repeals, and terminates the Retention Pond Easement and the Melbourne Tillman Easement and declares all of the rights and privileges in connection with said easements are of no further force and effect. The County hereby acknowledges that it has no further rights with respect to the lands transferred to the Developer pursuant to the County Deed. The lands transferred to the Developer no longer serve a public purpose and it is in the County's best interest to cancel, release, repeal, and terminate such rights.

SIGNATURE PAGE TO FOLLOW

**IN WITNESS WHEREOF**, the County has signed and sealed this Acknowledgment and Termination the day and year first above written.

ATTEST:

Brevard County, Florida, a political subdivision  
of the State of Florida

By: \_\_\_\_\_  
Rachel Sadoff, Clerk

By: \_\_\_\_\_  
\_\_\_\_\_, Chair

As approved by the Board on \_\_\_\_\_

RESOLUTION NO 2022 - 021

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, ("COUNTY") PURSUANT TO SECTION 125.37, FLORIDA STATUTES, AUTHORIZING AN AMENDMENT TO AN AGREEMENT IN CONNECTION WITH THE EXCHANGE OF COUNTY PROPERTY FOR OTHER REAL PROPERTY INTERESTS OWNED BY SPACE COAST TOWN CENTRE I, L.L.C. ("DEVELOPER"); AND PROVIDING AN EFFECTIVE DATE.

Whereas, the County owns that certain property of the size as identified on and as legally described on Exhibit "A" attached hereto and made a part hereof (the "County Property") that is currently used as a surface water and stormwater management tract and retention pond (the "Retention Pond") for Basin G, as defined in the permit documentation labeled "Drainage Design Documentation For ST John's Heritage Parkway (From the City of Palm Bay line to US 192)" dated March 2014 as a part of the St. Johns River Water Management District (the "S.J.R.W.M.D.") Permit No. 126163-2 (the "County Permit") consisting of approximately +/-13.37 acres ("Basin 'G'"), of the St. Johns Heritage Parkway (the "Parkway") in Brevard County, Florida; and

Whereas, the Developer is developing the Space Coast Town Center project (the "Project"), an approximately 154-acre phased, mixed-use project approved by the City Council of West Melbourne following duly noticed public hearings held on July 8, 2019 and July 16, 2019, located on lands adjacent to and immediately abutting the County Property (the "Project Land"); and

Whereas, a portion of the Project Land has been platted pursuant to that certain plat titled Space Coast Town Centre East – Phase I, pursuant to the plat recorded in Plat Book 68, Page 50 of the Public Records of Brevard County, Florida (the "Plat"), which Plat includes an area identified as "Tract B" that is intended for use as stormwater management and parks and recreation purposes ("Tract B"); and

Whereas, for purposes of relocating the Retention Pond from the County Property, the Developer, its assigns and successors, shall: i) provide the County with the Easement Agreement providing for a non-exclusive perpetual easement over an area of the Project Land running from the Parkway to and including Tract B (the "Easement Area"); ii) construct in the Easement Area the required piping and other structures sufficient in size and capacity to handle the surface water and stormwater runoff from Basin G of the Parkway (the "Stormwater Improvements"), which Stormwater Improvements are more particularly described in certain engineering plans and specifications titled "Space Coast Town Center Phase II Infrastructure Plans, Brevard County Pond Relocation" prepared by AMI Engineering and dated December 2021, (the "Plans"), which Plans have been submitted to the County for review and approval by the County; iii) maintain in perpetuity the Stormwater Improvements located in the Easement Area, including those Stormwater Improvements located in Tract B; iv) provide sufficient capacity in the retention pond to be located in Tract B to replace and increase the capacity of the existing Retention Pond (the "Required Capacity") to account for the existing stormwater and surface water run-off from Basin

G of the Parkway, as well as any additional volume from Basin G resulting from the expansion of the Parkway to a six-lane road; v) provide in the Easement Agreement an undertaking to maintain the Stormwater Improvements located in the Easement Area to account for existing drainage capacity from Basin G, as well as increased drainage capacity from Basin G as a result of the future road widening of St. Johns Heritage Parkway to a six-lane road, in perpetuity (collectively referred to herein as the "Easement Rights and Obligations"); and vi) create an escrow account to ensure maintenance obligations for the Stormwater Improvements can be undertaken by the County in cases of emergency or default; and

Whereas, to facilitate the effectiveness of the existing Retention Pond, the Prior Owners granted to the County that certain easement recorded in Official Records Book 7102, at Page 1082 of the Public Records of Brevard County, Florida (the "Existing Easement"); and

Whereas, the Developer and the County have entered into that certain Exchange Agreement dated as of December 21, 2021 (the "Exchange Agreement") which incorporates as an exhibit thereto the form of an easement agreement in favor of the County (the "Easement Agreement"), and pursuant to which the Parties have agreed to effectuate an exchange of the County Property for the Easement Rights and Obligations over the Developer's property in an area to be determined prior to the completion of the exchange but including an easement over the Tract B property, as defined below, for improved stormwater and surface water drainage off of the Parkway; and

Whereas, the Developer has proposed that the Developer and the County enter into an amendment to the Exchange Agreement, the form of which is attached hereto as Exhibit "B" (the "First Amendment"); and

Whereas, the Developer and the County desire, in accordance with the provisions set forth in Section 125.37, Florida Statutes, to amend the Exchange Agreement to: (i) close on the exchange prior to the completion of the Stormwater Improvements; (ii) require the Developer to complete the Stormwater Improvements in conformance with the Plans; (iii) allow for the County to reserve a temporary easement over the entire County Property for construction, reconstruction, installation, maintenance, access, ingress, egress, and surface water and stormwater retention and drainage from the Parkway over, into and through the Retention Pond (the "Retained Easement") until the Stormwater Improvements are completed, operational, and approved by the County; and (iv) allow the County to continue using the Existing Easement until the Stormwater Improvements are completed, operational, and approved by the County; and

Whereas, once the Stormwater Improvements are completed, operational, and approved by the County, there shall no longer be a need for the Existing Easement or the Retained Easement, and the County shall execute the Acknowledgment of Completion and Termination of Easements which is incorporated as an exhibit to the First Amendment (the "Acknowledgment and Termination") and the execution and delivery of the Acknowledgment and Termination will be in the best interest of the County as increased drainage capacity will be provided by the Stormwater Improvements; and

Whereas, the County hereby authorizes the Chair, or designee, to execute the First Amendment at this time and to execute the Acknowledgment of Completion and Termination of Easements when the Stormwater Improvements are constructed and are operational; and

Whereas, the County, acting through its Board of County Commissioners, finds and determines that the exchange as provided in the Exchange Agreement and as modified by the First Amendment complies with the provisions set forth in Section 125.37, Florida Statutes; and

Whereas, notice of the First Amendment was properly advertised as required by Section 125.37, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that:

The foregoing recitals are incorporated herein and adopted as part of this resolution.

The parcel to be exchanged is described as follows:

See Exhibit "A" attached hereto.

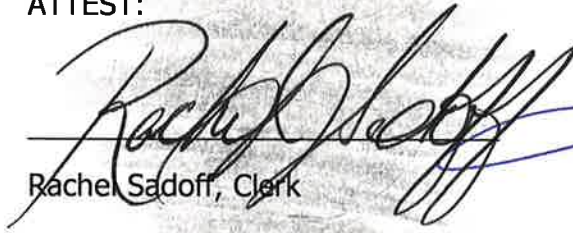
The changes and modifications to the Exchange Agreement are further described in the First Amendment, the form of which is attached as Exhibit "B" hereto.

This resolution shall take effect immediately and the County Attorney is directed to prepare the necessary instruments. However, the exchange of real property and any interests therein shall not occur prior to the satisfaction by the Developer of all conditions to closing described above and pursuant to the Exchange Agreement, as modified by the First Amendment, executed between the parties on the 8<sup>th</sup> day of March, 2022.

DONE, ORDERED AND ADOPTED, in Regular Session, this 8<sup>th</sup> day of March, 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

  
Rachel Sadoff, Clerk

  
Kristine Zonka, Chair

As approved by the Board on 03/08/2022

## EXHIBIT "A" LEGAL DESCRIPTION OF THE COUNTY PROPERTY

A parcel of land located within Lot 6, FLORIDA INDIAN RIVER LAND COMPANY, as recorded in Plat Book 2, Page 80, Public Records of Brevard County, Florida, and being in the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East, being described as follows: COMMENCE at the Southwest corner of the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East; thence run North 89 degrees 35 minutes 56 seconds East along the South line of said Southwest 1/4 (One-Quarter), a distance of 1322.84 feet; thence, departing said South line, run North 00 degrees 24 minutes 04 seconds West, a distance of 48.00 feet to the North Right-of-Way line of Melbourne Tillman Drainage District Canal No. 84; thence run North 89 degrees 35 minutes 56 seconds East, along said North Right-of-Way line, a distance of 210.04 feet to a point on a non-tangent curve to the right having a radius of 22,813.31 feet; thence, departing said North Right-of-Way line, from a chord bearing of North 00 degrees 50 minutes 50 seconds East, run Northerly along said curve an arc distance of 115.89 feet through a central angle of 00 degrees 17 minutes 28 seconds to the point of reverse curvature of a curve having a radius of 23,023.31 feet; thence run Northerly along said curve an arc distance of 274.51 feet through a central angle of 00 degrees 40 minutes 59 seconds to a point on said curve and the POINT OF BEGINNING; thence continue along said curve an arc distance of 83.31 feet through a central angle of 00 degrees 12 minutes 26 seconds to the end of said curve; thence run South 89 degrees 54 minutes 13 seconds East, a distance of 190.46 feet; thence South 00 degrees 12 minutes 08 seconds East, a distance of 83.31 feet; thence North 89 degrees 54 minutes 13 seconds West, a distance of 191.05 feet to the POINT OF BEGINNING.

Said lands containing 0.365 acres, more or less.

Together with:

A parcel of land located within Lot 6, FLORIDA INDIAN RIVER LAND COMPANY, as recorded in Plat Book 2, Page 80, Public Records of Brevard County, Florida, and being in the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East, being described as follows: COMMENCE at the Southwest corner of the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East; thence run North 89 degrees 35 minutes 56 seconds East along the South line of said Southwest 1/4 (One-Quarter), a distance of 1322.84 feet; thence, departing said South line, run North 00 degrees 24 minutes 04 seconds West, a distance of 48.00 feet to the North Right-of-Way line of Melbourne Tillman Drainage District Canal No. 84; thence run North 89 degrees 35 minutes 56 seconds East, along said North Right-of-Way line, a distance of 210.04

feet to a point on a non-tangent curve to the right having a radius of 22,813.31 feet; thence, departing said North Right-of-Way line, from a chord bearing of North 00 degrees 50 minutes 50 seconds East, run Northerly along said curve an arc distance of 115.89 feet through a central



angle of 00 degrees 17 minutes 28 seconds to the point of reverse curvature of a curve having a radius of 23,023.31 feet; thence run Northerly along said curve an arc distance of 14.64 feet through a central angle of 00 degrees 02 minutes 11 seconds to the POINT OF BEGINNING; thence continue along said curve an arc distance of 259.87 feet through a central angle of 00 degrees 38 minutes 48 seconds to the end of said curve; thence run South 89 degrees 54 minutes 13 seconds East, a distance of 191.05 feet; thence South 00 degrees 12 minutes 08 seconds East, a distance of 258.17 feet; thence run South 89 degrees 35 minutes 56 seconds West, a distance of 194.84 feet to the POINT OF BEGINNING.

Said lands containing 1.146 acres, more or less.

Together with:

A parcel of land located within Lots 5 and 6, FLORIDA INDIAN RIVER LAND COMPANY, as recorded in Plat Book 2, Page 80, Public Records of Brevard County, Florida, and being in the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East, being described as follows: COMMENCE at the Southwest corner of the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East; thence run North 89 degrees 35 minutes 56 seconds East along the South line of said Southwest 1/4 (One-Quarter), a distance of 1729.97 feet to the Southerly projection of the West line of the lands described in Official Records Book 5564, Page 6498, Public Records of Brevard County, Florida; thence departing said South line, run North 00 degrees 12 minutes 08 seconds West, along said Southerly projection and said West line, a distance of 178.50 feet to the POINT OF BEGINNING; thence continue North 00 degrees 12 minutes 08 seconds West, along said West line, a distance of 341.48 feet; thence departing said West line, run South 89 degrees 54 minutes 13 seconds East, a distance of 402.50 feet; thence run South 00 degrees 12 minutes 12 seconds East, a distance of 337.98 feet; thence run South 89 degrees 35 minutes 56 seconds West, a distance of 402.50 feet to the POINT OF BEGINNING.

Said lands containing 3.139 acres, more or less.

Total acreage of all 3 parcels is 4.65 acres, more or less.

**FIRST AMENDMENT TO  
EXCHANGE AGREEMENT**

THIS FIRST AMENDMENT TO EXCHANGE AGREEMENT (this "Amendment") is made and entered into the date of last signature below by and between Brevard County, Florida, a political subdivision of the State of Florida (the "County"), and Space Coast Town Centre I, L.L.C., a Delaware limited liability company (the "Developer"). "Party" or "Parties" means the parties to this Amendment, individually or collectively as indicated in the context by which it appears.

**WHEREAS**, the Developer and the County have entered into that certain Exchange Agreement dated as of December 21, 2021 (the "Exchange Agreement"), pursuant to which the Parties agreed to effectuate an exchange of the County Property for the Easement Rights and Obligations for the purposes of and on the terms set forth therein; and

**WHEREAS**, the County has complied with the standards and procedures set forth in Section 125.37, Florida Statutes, in connection with the execution of the Exchange Agreement; and

**WHEREAS**, the closing of the exchange under the Exchange Agreement was initially scheduled to occur upon completion of the new Stormwater Improvements in the Easement Area by the Developer, however, the Parties have agreed to close sooner as set forth herein and pursuant to the terms hereof; and

**WHEREAS**, the work to be completed in connection with the Stormwater Improvements is identified in those certain plans and specifications titled "Space Coast Town Center Phase II Infrastructure Plans, Brevard County Pond Relocation" prepared by AMI Engineering and dated December 2021, which constitute the "Initial Plans" under the Exchange Agreement, and which Initial Plans have been submitted to the County for review and approval (with the final approved plans being the "Developer's Plans" under the Exchange Agreement); and

**WHEREAS**, in order to provide for the continuing and uninterrupted handling and disposal of surface water and stormwater discharges from the Parkway after the closing until the completion of the Stormwater Improvements, the County will retain an easement over the entire County Property to continue using the Retention Pond located on the County Property ("Reserved Easement") and will also continue to use the Existing Easement recorded in Official Records Book 7102, at Page 1082 ("Existing Easement"); and

**WHEREAS**, the County, acting through its Board of County Commissioners, has found and determined that the exchange provided for in the Exchange Agreement, as modified through this Amendment, provides for a fair and equitable exchange of the County Property for the Easement Rights and Obligations; and

**WHEREAS**, the County, acting through its Board of County Commissioners, has found and determined that the County may and is authorized to effectuate such an exchange pursuant to the provisions set forth in Section 125.37, Florida Statutes, without competitive bidding or

solicitation, irrespective of any related provisions in the County Charter or Code of Ordinances; and

**WHEREAS**, the County, acting through its Board of County Commissioners, hereby finds that when the Stormwater Improvements are completed, operational, and fully approved the County will no longer need the temporary easement over the Retention Pond and Existing Easement for County purposes, and that the execution and delivery of the Acknowledgment of Completion and Termination of Easements (defined below) will be in the best interest of the County and a public purpose will be served once the Stormwater Improvements have been completed, are operational, and accepted by the County; and

**WHEREAS**, in order to ensure the stormwater and surface water purposes of the Retention Pond are not negatively impacted, no construction shall occur on the County Property unless conducted by the County or when solely for the purpose of installing the new Stormwater Improvements or as may otherwise be approved by Brevard County; and

**WHEREAS**, the County's approval of this Amendment shall constitute the authority for the Chair, or designee, to execute the documents required to be delivered by the County at the closing of the exchange and the Acknowledgment of Completion and Termination of Easements when the Stormwater Improvements are constructed and are operational in accordance with the Exchange Agreement as modified herein; and

**WHEREAS**, the Developer and the County desire, in accordance with the provisions set forth in Section 125.37, Florida Statutes, to amend the Exchange Agreement for the purposes of and subject to the terms and conditions set forth in this Amendment.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually covenant and agree as follows:

1. **Recitals; Defined Terms.** The above recitals are true and correct and are incorporated herein by this reference. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Exchange Agreement.

2. **Closing.** Notwithstanding anything to the contrary in the Exchange Agreement, the closing of the exchange pursuant to the Exchange Agreement shall occur in accordance with the terms and conditions of this Amendment. The Closing Date identified in Section 5 of the Exchange Agreement is hereby amended to read as follows:

The closing of the exchange (the "Closing Date") shall take place fifteen (15) calendar days after the date of this Amendment subject to any reasonable extensions required to obtain the full execution of the documents to be delivered at closing or as may be required by the title company insuring the Parties' respective interests.

3. **Reserved Easement.** Until the Stormwater Improvements are completed, operational and fully approved by the County and all permitting agencies, the Retention Pond shall remain fully operational for the purposes of receiving, retaining and disposing of surface water and stormwater drainage from the Parkway and the County shall continue to operate the Retention Pond as currently operated. At closing, the County shall reserve a temporary easement

upon the entirety of the County Property for construction, reconstruction, installation, maintenance, access, ingress, egress, and surface water and stormwater retention and drainage from the Parkway over, into and through the Retention Pond so as to continue the current operations of the Retention Pond (the "**Reserved Easement**"). The Reserved Easement shall be provided for in the deed to be delivered by the County to the Developer at closing in the form attached hereto as **Exhibit "A"** (the "**County Deed**"). The County shall also continue to use and benefit from the Existing Easement.

4. **Stormwater Improvements.** The Developer shall construct and ensure maintenance of the new Stormwater Improvements in the Easement Area at Developer's sole cost and expense and obtain a Certificate of Completion or other appropriate evidence of satisfactory completion of the permitted work from the authority(ies) having jurisdiction of the Stormwater Improvements. The County shall not unreasonably withhold acceptance of the Stormwater Improvements. During the term of the Reserved Easement, no construction shall occur in the area of the Reserved Easement unless conducted by Brevard County in furtherance of the easement rights reserved herein, or when solely for the purpose of installing the new Stormwater Improvements by the Developer or as otherwise may be approved by Brevard County.

5. **Developer's Closing Obligations.** The items identified under Paragraphs 2(a)(1), (2), (6), (7), (8), (9) and (12) and 2(c)(1), (3) and (5), all below the heading "Developer's Obligations" in the Exchange Agreement, shall be obligations of the Developer for the closing. The item identified under Paragraph 2(c)(4) below the heading "Developer Obligations" in the Exchange Agreement shall be satisfied post-closing by the delivery of the Acknowledgement of Completion and Termination of Easements by the County.

6. **County's Closing Obligations.** The items identified under Paragraph 2(a)(1) and (2), and 2(e)(1), (2), (3), (4), (5) (for both the approval of the original Exchange Agreement and this Amendment), (6) (for both the approval of the original Exchange Agreement and this Amendment) and (8), all below the heading "County's Obligations" in the Exchange Agreement, shall be obligations of the County for the closing.

7. **Developer's Post-Closing Obligations.** The items identified under Paragraphs 2(a)(3), (4), (5), (10) and (11), and Paragraph 2(c)(2), all below the heading "Developer Obligations" in the Exchange Agreement, shall not be conditions to closing the exchange but shall survive the closing and be completed prior to the County terminating its Reserved Easement or Existing Easement. Developer shall ensure that the Stormwater Improvements are completed, operational, and accepted by the County prior to the County terminating its Reserved Easement and Existing Easement. Any necessary easements shall be granted to the County upon completion of the Stormwater Improvements in order for the effective use of said Stormwater Improvements.

8. **County's Post-Closing Obligations.** The items identified under Paragraphs 2(b), 2(c) and 2(e)(7) all below the heading "County's Obligations" in the Exchange Agreement shall survive the closing of the exchange. The County shall only relinquish its Reserved Easement and Existing Easement once the Stormwater Improvements are approved and accepted by the County, and once any necessary easements to utilize the Stormwater Improvements have been

granted by the Developer, its assigns or successors in interest, at the Developer's sole cost and expense. Such approval and acceptance shall not be unreasonably withheld.

9. Escrowed Funds. For purposes of determining the amount of the Escrowed Funds to be deposited by Developer under Paragraph 9(b) of the Easement Agreement at the time of the closing, such amount shall be equal to ten percent (10%) of the cost of the Stormwater Improvements as estimated by the Developer's engineer and approved by the County prior to the date hereof.

10. Acknowledgment of Completion and Termination of Easements. Upon the completion of the Stormwater Improvements and the issuance of a Certificate of Completion or other appropriate evidence of satisfactory completion of the permitted work, and acceptance by the County, the County shall execute an Acknowledgment of Completion and Termination of Easements in the substantial form of Exhibit "B" attached hereto (the "**Acknowledgment of Completion and Termination of Easements**") and cause the same to be delivered to the Developer. The County authorizes the Developer to record said Acknowledgment of Completion and Termination of Easements in the public records of Brevard County, Florida at the Developer's sole cost and expense.

11. Developer's Initial Plans and Developer's Plans. The Parties acknowledge that the Developer's Initial Plans and the final approved Developer's Plans may include parts of the water management system for the Space Coast Town Center Project that are not required for the Water Management System designed to handle surface water and stormwater discharges from Basin G of the Parkway as identified in the applicable Permit. For purposes of the completion of the Stormwater Improvements and delivery of the Acknowledgment of Completion and Termination of Easements by the County, only the work required for the Water Management System designed to handle surface water and stormwater discharges from Basin G of the Parkway as identified in the applicable Permit must be completed. For purposes of clarification, the filling of the Retention Pond and the installation of a 60" drainage pipe running easterly from Tract B to the "Fulcher Pond", as that term is used in the Initial Plans, are not requirements for the completion of the Stormwater Improvements and delivery of the Acknowledgment of Completion and Termination of Easements by the County.

12. Entire Agreement. This Amendment represents the understanding and agreement of the Parties in its entirety. There shall be no amendments to this Amendment unless such amendments are in writing and signed by both Parties. This Amendment shall not be recorded in the Public Records of Brevard County, Florida. At closing, the Easement Agreement and the County Deed shall be recorded in the Public Records of Brevard County at the Developer's sole expense.

13. Effective Date. This Amendment shall take effect upon date of execution by the last Party to the Amendment.

14. Captions; Interpretation. Paragraph headings or captions are inserted as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Amendment or any provision hereof. No provision in this Amendment is to be interpreted for or against either party because that party or the legal representative of that party drafted

such provision.

15. Successors and Assigns. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, grantees, successors and assigns of the parties hereto.


16. Ratification; Conflict. Except as modified by this Amendment, the Exchange Agreement is hereby ratified and confirmed and all the terms of the Exchange Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the provisions of this Amendment and the provisions of the Exchange Agreement, the provisions of this Amendment shall prevail.

17. Counterparts. This Amendment may be executed in counterparts, and all counterparts together shall be construed as one document. This Amendment may be executed and delivered by electronic mail (PDF) and an executed copy of this Amendment delivered by electronic mail (PDF) transmission shall be deemed to be an original counterpart for all purposes.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date last below written.

Attest:

  
Rachel Sadoff, Clerk

Brevard County, Florida

BY: 

Kristine Zonka, Chair

Date: 03/08/2022

Approved as to legal form and content  
solely for Brevard County:

BY:   
Assistant County Attorney

Approved by the Board on: 03/08/2022

Space Coast Town Centre I, L.L.C., a Delaware limited liability company

By: Space Coast Town Centre Holdings, LLC, a Delaware limited liability company, its Sole Member

By: Multiverse Global, LLC, a Florida limited liability company, its Manager

Witnesses:

J. Harding Evans  
J. Harding Evans  
Printed Name

Lauren Kay Evans  
Lauren Kay Evans  
Printed Name

BY: Edgar Jones  
Name: Edgar Jones, Manager  
Date: 2/21/22

STATE OF FL )  
COUNTY OF Indian River )

The foregoing instrument was acknowledged before me by X physical presence or \_\_\_ online notarization this 21<sup>st</sup> day of February, 2022 by Edgar Jones, as Manager of Multiverse Global, LLC, a Florida limited liability company as the Manager of Space Coast Town Centre Holdings, LLC, a Delaware limited liability company, as the Sole Member of Space Coast Town Centre I, L.L.C., a Delaware limited liability company, on behalf of the company. He is personally known to me or provided FL Driver License as identification.

[Signature]  
(Notary Signature – State of Florida)



NICHOLAS J EVANS  
Commission # GG 284197  
Expires January 18, 2023  
Bonded Thru Budget Notary Services

Nicholas Evans  
Print, Type, or Stamp Commissioned Name of Notary Public  
Commission No.: 66284197  
My Commission Expires: Jan. 18, 2023

[Signature]



Exhibit A

Prepared by and return to:  
Office of the County Attorney  
2725 Judge Fran Jamieson Way, Building C  
Viera, Florida 32940

**COUNTY DEED**  
STATUTORY FORM - SECTION 125.411, Florida Statutes

**THIS DEED**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between Brevard County, Florida, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, party of the first part, and Space Coast Town Centre I, L.L.C., a Delaware limited liability company, whose address is 7485 Fairway Drive, Suite 430, Miami Lakes, FL 33014, party of the second part,

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

**WITNESSETH** that the party of the first part, for and in consideration of the sum of Ten Dollars, to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, any interest it holds in the following described land lying and being in Brevard County, Florida, to wit:

See Exhibit "A" attached and incorporated by this reference, together with all riparian and littoral rights appertaining thereto, and all interests in subsurface oil, gas, and minerals pursuant to section 270.11(3), Florida Statutes.

Party of the first part hereby releases all phosphates, metals, minerals and petroleum reservations and any right of entry it may have, if any, pursuant to Section 270.11, Florida Statutes.

As more fully described on Exhibit "B" attached and incorporated by this reference, Party of the first part hereby reserves a temporary easement for construction, reconstruction, installation, maintenance, access, ingress, egress, and surface water and stormwater retention and drainage for Basin G, as defined in the permit documentation labeled "Drainage Design Documentation For ST John's Heritage Parkway (From the City of Palm Bay line to US 192)" dated March 2014 as a part of the St. Johns River Water Management District Permit No. 126163-2 consisting of approximately +/- 13.37 acres, of

the St. Johns Heritage Parkway in Brevard County, Florida over that portion of the land described on Exhibit "A" being used on the date hereof for a stormwater retention pond. The property described in Exhibit "A" is to be used as a stormwater retention pond, and for related purposes, to serve Brevard County, Florida, until the Stormwater Improvements identified on Exhibit "B" have been completed, are operational and have been approved by Brevard County, at which time, Brevard County, shall execute and have recorded in the public records of Brevard County, Florida a termination of this temporary Retention Pond Easement (as more fully defined on Exhibit "B"). The party of the second part shall be responsible for any associated fees and costs of such recording. The foregoing shall be deemed to be a restrictive covenant which shall be deemed to be a covenant running with the land until released by Brevard County.

**IN WITNESS WHEREOF** the said party of the first part 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:

\_\_\_\_\_  
Rachel Sadoff, Clerk of Courts

BREVARD COUNTY, FLORIDA, A POLITICAL  
SUBDIVISION OF THE STATE OF FLORIDA

BY: BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

By: \_\_\_\_\_  
Kristine Zonka, Char,  
(As approved by the Board on \_\_\_\_\_, 2022)

## EXHIBIT "A"

### LEGAL DESCRIPTION

A parcel of land located within Lot 6, FLORIDA INDIAN RIVER LAND COMPANY, as recorded in Plat Book 2, Page 80, Public Records of Brevard County, Florida, and being in the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East, being described as follows: COMMENCE at the Southwest corner of the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East; thence run North 89 degrees 35 minutes 56 seconds East along the South line of said Southwest 1/4 (One-Quarter), a distance of 1322.84 feet; thence, departing said South line, run North 00 degrees 24 minutes 04 seconds West, a distance of 48.00 feet to the North Right-of-Way line of Melbourne Tillman Drainage District Canal No. 84; thence run North 89 degrees 35 minutes 56 seconds East, along said North Right-of-Way line, a distance of 210.04 feet to a point on a non-tangent curve to the right having a radius of 22,813.31 feet; thence, departing said North Right-of-Way line, from a chord bearing of North 00 degrees 50 minutes 50 seconds East, run Northerly along said curve an arc distance of 115.89 feet through a central angle of 00 degrees 17 minutes 28 seconds to the point of reverse curvature of a curve having a radius of 23,023.31 feet; thence run Northerly along said curve an arc distance of 274.51 feet through a central angle of 00 degrees 40 minutes 59 seconds to a point on said curve and the POINT OF BEGINNING; thence continue along said curve an arc distance of 83.31 feet through a central angle of 00 degrees 12 minutes 26 seconds to the end of said curve; thence run South 89 degrees 54 minutes 13 seconds East, a distance of 190.46 feet; thence South 00 degrees 12 minutes 08 seconds East, a distance of 83.31 feet; thence North 89 degrees 54 minutes 13 seconds West, a distance of 191.05 feet to the POINT OF BEGINNING.

Said lands containing 0.365 acres, more or less.

Together with:

A parcel of land located within Lot 6, FLORIDA INDIAN RIVER LAND COMPANY, as recorded in Plat Book 2, Page 80, Public Records of Brevard County, Florida, and being in the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East, being described as follows: COMMENCE at the Southwest corner of the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East; thence run North 89 degrees 35 minutes 56 seconds East along the South line of said Southwest 1/4 (One-Quarter), a distance of 1322.84 feet; thence, departing said South line, run North 00 degrees 24 minutes 04 seconds West, a distance of 48.00 feet to the North Right-of-Way line of Melbourne Tillman Drainage District Canal No. 84; thence run North 89 degrees 35 minutes 56 seconds East, along said North Right-of-Way line, a distance of 210.04 feet to a point on a non-tangent curve to the right having a radius of 22,813.31 feet; thence, departing said North Right-of-Way line, from a chord bearing of North 00 degrees 50 minutes 50 seconds East, run Northerly along said curve an arc distance of 115.89 feet through a central angle of 00 degrees 17 minutes 28 seconds to the point of reverse curvature of a curve having a radius of 23,023.31 feet; thence run Northerly along said curve an arc distance of 14.64 feet through a central angle of 00 degrees 02 minutes 11 seconds to the POINT OF BEGINNING; thence continue along said curve an arc distance of 259.87 feet through a central angle of 00 degrees 38 minutes 48 seconds to the end of said curve; thence run South 89 degrees 54 minutes 13 seconds East, a distance of 191.05 feet; thence South 00 degrees 12 minutes 08 seconds East, a

distance of 258.17 feet; thence run South 89 degrees 35 minutes 56 seconds West, a distance of 194.84 feet to the POINT OF BEGINNING.

Said lands containing 1.146 acres, more or less.

Together with:

A parcel of land located within Lots 5 and 6, FLORIDA INDIAN RIVER LAND COMPANY, as recorded in Plat Book 2, Page 80, Public Records of Brevard County, Florida, and being in the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East, being described as follows: COMMENCE at the Southwest corner of the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East; thence run North 89 degrees 35 minutes 56 seconds East along the South line of said Southwest 1/4 (One-Quarter), a distance of 1729.97 feet to the Southerly projection of the West line of the lands described in Official Records Book 5564, Page 6498, Public Records of Brevard County, Florida; thence departing said South line, run North 00 degrees 12 minutes 08 seconds West, along said Southerly projection and said West line, a distance of 178.50 feet to the POINT OF BEGINNING; thence continue North 00 degrees 12 minutes 08 seconds West, along said West line, a distance of 341.48 feet; thence departing said West line, run South 89 degrees 54 minutes 13 seconds East, a distance of 402.50 feet; thence run South 00 degrees 12 minutes 12 seconds East, a distance of 337.98 feet; thence run South 89 degrees 35 minutes 56 seconds West, a distance of 402.50 feet to the POINT OF BEGINNING.

Said lands containing 3.139 acres, more or less.

Total acreage of all 3 parcels is 4.65 acres, more or less.

EXHIBIT B  
TEMPORARY EASEMENT

Brevard County, as the party of the first part to the deed to which this exhibit is attached, hereby reserves unto itself a temporary non-exclusive easement for: (1) construction, reconstruction, installation, and maintenance of drainage facilities, allowing for drainage, flowage, retention, and detention of stormwater and surface water and other allied uses pertaining thereto, over, under, upon, across, and through the land described on Exhibit "A" attached hereto; and (2) ingress, egress, and access to conduct maintenance and construction or reconstruction for surface water and stormwater drainage and retention purposes, and other allied uses pertaining thereto, over, under, upon, across, and through the land described on Exhibit "A" attached hereto (collectively, the "Retention Pond Easement"). The Retention Pond Easement shall remain in effect until a replacement stormwater management system (the " Stormwater Improvements ") is completed by Space Coast Town Centre I, L.L.C., a Delaware limited liability company, as party of the second part to the deed to which this exhibit is attached, and is operational and accepted by Brevard County, as the party of the first part, at which time, Brevard County, as the party of the first part, shall execute and have recorded in the public records of Brevard County, Florida a termination of this temporary Retention Pond Easement. During the term of this Retention Pond Easement, no construction shall occur in the area of the Retention Pond Easement unless conducted by Brevard County in furtherance of the easement rights reserved herein, or when solely for the purpose of installing the new Stormwater Improvements by Space Coast Town Centre I, L.L.C., or as otherwise may be approved by Brevard County.

**EXHIBIT "B"**

**Acknowledgement of Completion and Termination of Easements**

This instrument was prepared by  
and after recording return to:  
Richard M. Bezold, Esq.  
AKERMAN LLP  
98 SE 7<sup>th</sup> Street, Suite 1100  
Miami, Florida 33131

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**ACKNOWLEDGEMENT OF COMPLETION**  
**AND**  
**TERMINATION OF EASEMENTS**

**THIS ACKNOWLEDGMENT OF COMPLETION AND TERMINATION OF EASEMENTS** (the "**Acknowledgment and Termination**"), dated this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, is made by **Brevard County, Florida**, a political subdivision of the State of Florida (the "**County**").

**W I T N E S S E T H:**

**WHEREAS**, the County and Space Coast Town Centre I, L.L.C., a Delaware limited liability company (the "**Developer**") entered into that certain Exchange Agreement dated as of December 21, 2021, as amended by that certain First Amendment to Exchange Agreement dated \_\_\_\_\_, 2022 (as amended, the "**Exchange Agreement**"), pursuant to which the County and the Developer agreed to effectuate an exchange of certain County Property for certain Easement Rights and Obligations for the purposes of and on the terms as set forth therein; and

**WHEREAS**, in that certain County Deed dated \_\_\_\_\_, 2022 and recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_ of the Public Records of Brevard County, Florida (the "**County Deed**") the County reserved unto itself a certain temporary easement as set forth in the body of the County Deed and on **Exhibit B** to the County Deed (collectively, the "**Retention Pond Easement**"); and

**WHEREAS**, the County was granted a certain drainage easement in that certain Warranty Deed dated April 3, 2014 and recorded in Official Records Book 7102, Page 1082 of the Public Records of Brevard County, Florida (the "**Melbourne Tillman Easement**"); and

**WHEREAS**, as required pursuant to the Exchange Agreement, the Stormwater Improvements have been completed, are operational, and have been accepted by the County, and the County no longer needs the Retention Pond Easement and/or the Melbourne Tillman Easement; and

**WHEREAS**, the County wishes to terminate and cancel the Retention Pond Easement and the Melbourne Tillman Easement of record.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County hereby agrees as follows:

1. Recitals and Defined Terms. The above recitals are true and correct and are incorporated herein by this reference and made a part hereof. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Exchange Agreement.

2. Acknowledgment of Completion. The County hereby acknowledges and confirms that (i) the Developer has satisfactorily completed the construction of the Stormwater Improvements in the Easement Area in conformance with the requirements of the Exchange Agreement; (ii) the Developer has obtained a Certificate of Completion and/or all other appropriate evidences of satisfactory completion of the permitted work from the authority(ies) having jurisdiction of the Stormwater Improvements; and (iii) the Stormwater Improvements are complete, operational and fully approved by all permitting agencies and are hereby accepted by the County.

3. Termination of Easements. The County hereby cancels, releases, repeals, and terminates the Retention Pond Easement and the Melbourne Tillman Easement and declares all of the rights and privileges in connection with said easements are of no further force and effect. The County hereby acknowledges that it has no further rights with respect to the lands transferred to the Developer pursuant to the County Deed. The lands transferred to the Developer no longer serve a public purpose and it is in the County's best interest to cancel, release, repeal, and terminate such rights.

SIGNATURE PAGE TO FOLLOW

**IN WITNESS WHEREOF**, the County has signed and sealed this Acknowledgment and Termination the day and year first above written.

ATTEST:

Brevard County, Florida, a political subdivision  
of the State of Florida

By: \_\_\_\_\_  
Rachel Sadoff, Clerk

By: \_\_\_\_\_  
\_\_\_\_\_, Chair

As approved by the Board on \_\_\_\_\_



# BREVARD County

BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

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



March 9, 2022

## MEMORANDUM

TO: Marc Bernath, Public Works Director

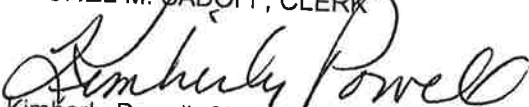
RE: Item F.5., Resolution and First Amendment to Exchange Agreement Between Brevard County and Space Coast Town Centre I, L.L.C. (S.C.T.C.)

The Board of County Commissioners, in regular session on March 8, 2022, adopted Resolution No. 22-021, authorizing execution of the First Amendment to Exchange Agreement with Space Coast Town Centre I, L.L.C., for property located on the east side of St. Johns Heritage Parkway, West Melbourne; and authorized the Chair to execute any and all documents required to effectuate this First Amendment to Exchange Agreement, including, but not limited to, the signing of any necessary closing documents, and obtain the applications and documents required by the agencies that will be issuing the necessary permits. Enclosed are fully-executed Resolution and First Amendment to Exchange Agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK

  
Kimberly Powell, Clerk to the Board

/tr

Encls. (2)

cc: Contracts Administration  
Asset Management

*file*

## **ASSIGNMENT OF LICENSES, PERMITS, WARRANTIES AND GENERAL INTANGIBLES**

THIS ASSIGNMENT OF LICENSES, PERMITS, WARRANTIES AND GENERAL INTANGIBLES (this "Assignment") is made and entered into as of the 8 day of March, 2022, by and between Brevard County, Florida a political subdivision of the State of Florida (the "County"), and Space Coast Town Centre I, LLC, a Delaware limited liability company ("SCTC").

### **RECITALS**

A. Pursuant to that certain Exchange Agreement dated as of December 21, 2021, as amended by the First Amendment dated March 8, 2022, (collectively, the "Exchange Agreement"), the County is conveying to SCTC certain property located in Brevard County, Florida, and more particularly described in Exhibit A to this Assignment (the "Land"), together with the improvements located on the Land (the "Improvements") and the appurtenances related to the Land and Improvements (the "Appurtenances"). The Land, Improvements, and Appurtenances are sometimes together referred to as the "Real Property".

B. The County desires to assign and transfer the Assigned Property (as defined below) to SCTC, and SCTC desires to accept the assignment and transfer upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by SCTC to the County, the receipt and sufficiency of which are hereby acknowledged by the County, the parties, intending legally to be bound, hereby agree as follows:

1. Recitals. The foregoing Recitals are incorporated by reference and made a substantive part of this Assignment.

2. Sale and Assignment. The County hereby assigns, transfers, conveys and delivers to SCTC, its successors and assigns, all of the County's right, title, and interest in and to:

(a) To the extent that the following are assignable to SCTC, all books, records, files, keys, plans and specifications, reports and tests relating to the use, operation and maintenance of the Real Property (collectively, the "Books and Records");

(b) To the extent that the following are assignable to SCTC, any and all intangible property relating to the ownership and operation of the Real Property (collectively, the "Intangible Property");

(c) To the extent that the following are assignable to SCTC, the architectural and/or construction drawings, plats, plans and specifications with respect to the Improvements, and all surveys, geological or engineering studies, environmental studies, soil reports, plans and specifications, site plans, grading plans and the like with respect to the Real Property (the "Property Documents");

(d) To the extent that the following are in the County's possession and control and are assignable to SCTC, all of the County's right, title and interest in and to any and all licenses, permits, certificates of occupancy, authorizations and approvals used in or relating to the ownership, occupancy or operation of any part of the Real Property (the "Permits"); and

(e) To the extent that the following are assignable to SCTC, all guaranties, warranties and agreements, if any, from any contractors, subcontractors, vendors or suppliers regarding their performance, quality of workmanship and quality of materials supplied in connection with the construction, development, installation and operation of any and all fixtures, equipment, items of personal property and improvements located in or used in connection with the Real Property, including, without limitation, any guaranties, warranties and agreements related to the ownership and operation of the Real Property (the "Warranties").

TO HAVE AND TO HOLD the Books and Records, Intangible Property, Property Documents, Permits and Warranties (collectively, the "Assigned Property") unto SCTC, its successors and assigns, forever.

3. Acceptance and Assumption. By its acceptance of this Assignment, SCTC assumes all of the County's rights and obligations with respect to the Assigned Property, effective as of the date of this Assignment.

4. Governing Law; Venue; Waiver of Jury Trial. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. Venue for any legal action brought by any party to this Assignment to interpret, construe, or enforce this Assignment shall be in a court of competent jurisdiction in and for Brevard County, Florida. ANY TRIAL SHALL BE NON-JURY.

5. Attorney's Fees. In the event a dispute arises out of this Assignment, each side shall be responsible for their own respective attorney's fees and costs.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.


[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.

COUNTY:

Attest:

Brevard County, Florida

  
Rachel Sadoff, Clerk

BY: 

Kristine Zonka, Chair

Date: March 8, 2022

Approved as to legal form and content  
solely for Brevard County:

BY: 

Assistant County Attorney

SCTC:

Space Coast Town Centre I, L.L.C., a Delaware limited liability company

BY: \_\_\_\_\_

Robert M. Gorlow, Authorized Signatory

Date: \_\_\_\_\_

Exhibit A  
Legal Description

A parcel of land located within Lot 6, FLORIDA INDIAN RIVER LAND COMPANY, as recorded in Plat Book 2, Page 80, Public Records of Brevard County, Florida, and being in the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East, being described as follows: COMMENCE at the Southwest corner of the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East; thence run North 89 degrees 35 minutes 56 seconds East along the South line of said Southwest 1/4 (One-Quarter), a distance of 1322.84 feet; thence, departing said South line, run North 00 degrees 24 minutes 04 seconds West, a distance of 48.00 feet to the North Right-of-Way line of Melbourne Tillman Drainage District Canal No. 84; thence run North 89 degrees 35 minutes 56 seconds East, along said North Right-of-Way line, a distance of 210.04 feet to a point on a non-tangent curve to the right having a radius of 22,813.31 feet; thence, departing said North Right-of-Way line, from a chord bearing of North 00 degrees 50 minutes 50 seconds East, run Northerly along said curve an arc distance of 115.89 feet through a central angle of 00 degrees 17 minutes 28 seconds to the point of reverse curvature of a curve having a radius of 23,023.31 feet; thence run Northerly along said curve an arc distance of 274.51 feet through a central angle of 00 degrees 40 minutes 59 seconds to a point on said curve and the POINT OF BEGINNING; thence continue along said curve an arc distance of 83.31 feet through a central angle of 00 degrees 12 minutes 26 seconds to the end of said curve; thence run South 89 degrees 54 minutes 13 seconds East, a distance of 190.46 feet; thence South 00 degrees 12 minutes 08 seconds East, a distance of 83.31 feet; thence North 89 degrees 54 minutes 13 seconds West, a distance of 191.05 feet to the POINT OF BEGINNING.

Said lands containing 0.365 acres, more or less.

Together with:

A parcel of land located within Lot 6, FLORIDA INDIAN RIVER LAND COMPANY, as recorded in Plat Book 2, Page 80, Public Records of Brevard County, Florida, and being in the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East, being described as follows: COMMENCE at the Southwest corner of the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East; thence run North 89 degrees 35 minutes 56 seconds East along the South line of said Southwest 1/4 (One-Quarter), a distance of 1322.84 feet; thence, departing said South line, run North 00 degrees 24 minutes 04 seconds West, a distance of 48.00 feet to the North Right-of-Way line of Melbourne Tillman Drainage District Canal No. 84; thence run North 89 degrees 35 minutes 56 seconds East, along said North Right-of-Way line, a distance of 210.04 feet to a point on a non-tangent curve to the right having a radius of 22,813.31 feet; thence, departing said North Right-of-Way line, from a chord bearing of North 00 degrees 50 minutes 50 seconds East, run Northerly along said curve an arc distance of 115.89 feet through a central angle of 00 degrees 17 minutes 28 seconds to the point of reverse curvature of a curve having a radius of 23,023.31 feet; thence run Northerly along said curve an arc distance of 14.64 feet through a central angle of 00 degrees 02 minutes 11 seconds to the POINT OF BEGINNING; thence continue along said curve an arc distance of 259.87 feet through a central angle of 00 degrees 38 minutes 48 seconds to the end of said curve; thence run South 89 degrees 54 minutes 13 seconds East, a distance of 191.05 feet; thence South 00 degrees 12 minutes 08 seconds East,

a distance of 258.17 feet; thence run South 89 degrees 35 minutes 56 seconds West, a distance of 194.84 feet to the POINT OF BEGINNING.

Said lands containing 1.146 acres, more or less.

Together with:

A parcel of land located within Lots 5 and 6, FLORIDA INDIAN RIVER LAND COMPANY, as recorded in Plat Book 2, Page 80, Public Records of Brevard County, Florida, and being in the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East, being described as follows: COMMENCE at the Southwest corner of the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East; thence run North 89 degrees 35 minutes 56 seconds East along the South line of said Southwest 1/4 (One-Quarter), a distance of 1729.97 feet to the Southerly projection of the West line of the lands described in Official Records Book 5564, Page 6498, Public Records of Brevard County, Florida; thence departing said South line, run North 00 degrees 12 minutes 08 seconds West, along said Southerly projection and said West line, a distance of 178.50 feet to the POINT OF BEGINNING; thence continue North 00 degrees 12 minutes 08 seconds West, along said West line, a distance of 341.48 feet; thence departing said West line, run South 89 degrees 54 minutes 13 seconds East, a distance of 402.50 feet; thence run South 00 degrees 12 minutes 12 seconds East, a distance of 337.98 feet; thence run South 89 degrees 35 minutes 56 seconds West, a distance of 402.50 feet to the POINT OF BEGINNING.

Said lands containing 3.139 acres, more or less.

Total acreage of all 3 parcels is 4.65 acres, more or less.



### **OWNER'S TITLE AND FIRPTA AFFIDAVIT**

STATE OF Florida                     )  
  ) SS:  
COUNTY OF Brevard                )

BEFORE ME, the undersigned authority, this day personally appeared Kristine Zonka ("Affiant"), as the Chairperson of the Board of County Commissioners of Brevard County, Florida a political subdivision of the State of Florida, who, being first by me duly sworn on oath, deposes and says as follows:

1. Affiant is the Chairperson of the Board of County Commissioners of Brevard County, Florida a political subdivision of the State of Florida ("Brevard County"), and is duly authorized in such capacity to make this Affidavit and the representations set forth below on behalf of Brevard County.
2. Brevard County is the owner of fee simple title to the real property situated in Brevard County, Florida, more particularly described in the attached Exhibit "A" (the "Property").
3. Brevard County has not sold, transferred, assigned or conveyed title to the Property prior to the transfer to Space Coast Town Centre I, LLC, a Delaware limited liability company ("SCTC").
4. To Affiant's knowledge, there are no mechanics', materialmen's or laborer's liens against the Property.
5. No materials, labor or services have been furnished, performed or supplied on behalf of Brevard County, for at least 90 days prior to this date for which payment has not been made and, to Affiant's knowledge, there are no unpaid bills or claims outstanding for labor or materials incident to the construction, repairing, renovating or improving of the buildings and improvements located upon the Property.
6. Affiant makes this affidavit on behalf of Brevard County for the purpose of inducing SCTC to acquire the Property, and First American Title Insurance Company and its agent, Akerman LLP (collectively "Title Insurer") to insure title to the Property.
7. Brevard County is in sole control and possession of the Property. There are no tenants under unrecorded leases.
8. Affiant declares that there are no mortgages or other liens whether recorded or not recorded against the Property.
9. Between the Effective Date of the Commitment for Title Insurance issued by the Title Insurer under File No. 2080-4121144 and the date upon which the deed to

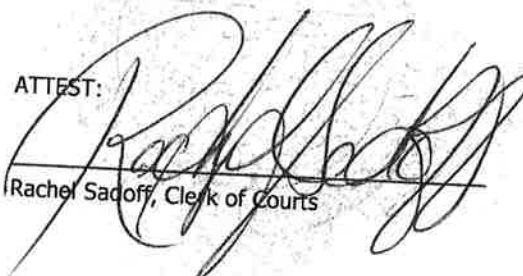
the Property is recorded, Brevard County has not and will not execute any instruments or take any action that would adversely affect the title to the Property or the interest to be insured by Title Insurer.

10. Brevard County is not a foreign entity as such term is defined in the Internal Revenue Code of 1954, as amended. Brevard County's mailing address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, and Brevard County's taxpayer identification number is N/A. These representations are being made (i) for the purpose of exempting from the withholding requirements of Internal Revenue Code Section 1445 that certain sale of the Property to SCTC; (ii) for the reliance of SCTC and other parties, and (iii) with the understanding that this Affidavit may be disclosed to the Internal Revenue Service, and that any false statement could be punishable by fine, imprisonment or both.

11. Under penalties of perjury, Affidavit declares that she has examined this Affidavit on behalf of Brevard County and that it is true and correct to the best of Affiant's knowledge and belief.

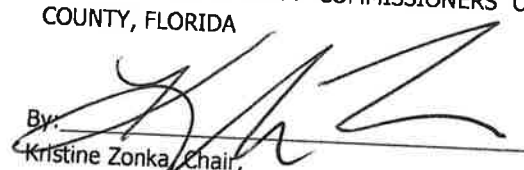
**IN WITNESS WHEREOF** the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said Board, the day and year aforesaid.

ATTEST:

  
Rachel Sadoff, Clerk of Courts


BREVARD COUNTY, FLORIDA, A POLITICAL  
SUBDIVISION OF THE STATE OF FLORIDA

BY: BOARD OF COUNTY COMMISSIONERS OF BREVARD  
COUNTY, FLORIDA

By:   
Kristine Zonka, Chair,

(As approved by the Board on March 8, 2022)

Approved as to legal form and  
content solely for Brevard  
County:

BY:   
Assistant County Attorney



## EXHIBIT "A"

A parcel of land located within Lot 6, FLORIDA INDIAN RIVER LAND COMPANY, as recorded in Plat Book 2, Page 80, Public Records of Brevard County, Florida, and being in the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East, being described as follows: COMMENCE at the Southwest corner of the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East; thence run North 89 degrees 35 minutes 56 seconds East along the South line of said Southwest 1/4 (One-Quarter), a distance of 1322.84 feet; thence, departing said South line, run North 00 degrees 24 minutes 04 seconds West, a distance of 48.00 feet to the North Right-of-Way line of Melbourne Tillman Drainage District Canal No. 84; thence run North 89 degrees 35 minutes 56 seconds East, along said North Right-of-Way line, a distance of 210.04 feet to a point on a non-tangent curve to the right having a radius of 22,813.31 feet; thence, departing said North Right-of-Way line, from a chord bearing of North 00 degrees 50 minutes 50 seconds East, run Northerly along said curve an arc distance of 115.89 feet through a central angle of 00 degrees 17 minutes 28 seconds to the point of reverse curvature of a curve having a radius of 23,023.31 feet; thence run Northerly along said curve an arc distance of 274.51 feet through a central angle of 00 degrees 40 minutes 59 seconds to a point on said curve and the POINT OF BEGINNING; thence continue along said curve an arc distance of 83.31 feet through a central angle of 00 degrees 12 minutes 26 seconds to the end of said curve; thence run South 89 degrees 54 minutes 13 seconds East, a distance of 190.46 feet; thence South 00 degrees 12 minutes 08 seconds East, a distance of 83.31 feet; thence North 89 degrees 54 minutes 13 seconds West, a distance of 191.05 feet to the POINT OF BEGINNING.

Said lands containing 0.365 acres, more or less.

Together with:

A parcel of land located within Lot 6, FLORIDA INDIAN RIVER LAND COMPANY, as recorded in Plat Book 2, Page 80, Public Records of Brevard County, Florida, and being in the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East, being described as follows: COMMENCE at the Southwest corner of the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East; thence run North 89 degrees 35 minutes 56 seconds East along the South line of said Southwest 1/4 (One-Quarter), a distance of 1322.84 feet; thence, departing said South line, run North 00 degrees 24 minutes 04 seconds West, a distance of 48.00 feet to the North Right-of-Way line of Melbourne Tillman Drainage District Canal No. 84; thence run North 89 degrees 35 minutes 56 seconds East, along said North Right-of-Way line, a distance of 210.04 feet to a point on a non-tangent curve to the right having a radius of 22,813.31 feet; thence, departing said North Right-of-Way line, from a chord bearing of North 00 degrees 50 minutes 50 seconds East, run Northerly along said curve an arc distance of 115.89 feet through a central angle of 00 degrees 17 minutes 28 seconds to the point of reverse curvature of a curve having a radius of 23,023.31 feet; thence run Northerly along said

curve an arc distance of 14.64 feet through a central angle of 00 degrees 02 minutes 11 seconds to the POINT OF BEGINNING; thence continue along said curve an arc distance of 259.87 feet through a central angle of 00 degrees 38 minutes 48 seconds to the end of said curve; thence run South 89 degrees 54 minutes 13 seconds East, a distance of 191.05 feet; thence South 00 degrees 12 minutes 08 seconds East, a distance of 258.17 feet; thence run South 89 degrees 35 minutes 56 seconds West, a distance of 194.84 feet to the POINT OF BEGINNING.

Said lands containing 1.146 acres, more or less.

Together with:

A parcel of land located within Lots 5 and 6, FLORIDA INDIAN RIVER LAND COMPANY, as recorded in Plat Book 2, Page 80, Public Records of Brevard County, Florida, and being in the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East, being described as follows: COMMENCE at the Southwest corner of the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East; thence run North 89 degrees 35 minutes 56 seconds East along the South line of said Southwest 1/4 (One-Quarter), a distance of 1729.97 feet to the Southerly projection of the West line of the lands described in Official Records Book 5564, Page 6498, Public Records of Brevard County, Florida; thence departing said South line, run North 00 degrees 12 minutes 08 seconds West, along said Southerly projection and said West line, a distance of 178.50 feet to the POINT OF BEGINNING; thence continue North 00 degrees 12 minutes 08 seconds West, along said West line, a distance of 341.48 feet; thence departing said West line, run South 89 degrees 54 minutes 13 seconds East, a distance of 402.50 feet; thence run South 00 degrees 12 minutes 12 seconds East, a distance of 337.98 feet; thence run South 89 degrees 35 minutes 56 seconds West, a distance of 402.50 feet to the POINT OF BEGINNING.

Said lands containing 3.139 acres, more or less.

Total acreage of all 3 parcels is 4.65 acres, more or less.

Prepared by and return to:  
Office of the County Attorney  
2725 Judge Fran Jamieson Way, Building C  
Viera, Florida 32940

**COUNTY DEED**

(STATUTORY FORM - SECTION 125.411, Florida Statutes)

**THIS DEED**, made this 8 day of March, 2022, between Brevard County, Florida, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, party of the first part, and Space Coast Town Centre I, L.L.C., a Delaware limited liability company, whose address is 7485 Fairway Drive, Suite 430, Miami Lakes, FL 33014, party of the second part,

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

**WITNESSETH** that the party of the first part, for and in consideration of the sum of Ten Dollars, to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, any interest it holds in the following described land lying and being in Brevard County, Florida, to wit:

See Exhibit "A" attached and incorporated by this reference, together with all riparian and littoral rights appertaining thereto, and all interests in subsurface oil, gas, and minerals pursuant to section 270.11(3), Florida Statutes.

Party of the first part hereby releases all phosphates, metals, minerals and petroleum reservations and any right of entry it may have, if any, pursuant to Section 270.11, Florida Statutes.

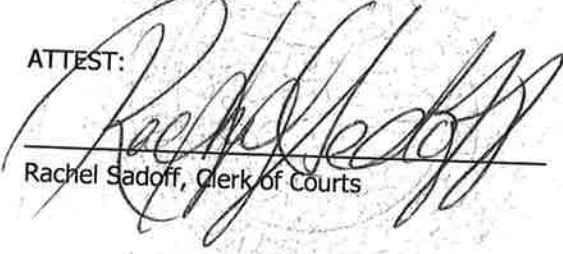
As more fully described on Exhibit "B" attached and incorporated by this reference, Party of the first part hereby reserves a temporary easement for construction, reconstruction, installation, maintenance, access, ingress, egress, and surface water and stormwater retention and drainage for Basin G, as defined in the permit documentation labeled "Drainage Design Documentation For ST John's Heritage Parkway (From the City of Palm Bay line to US 192)" dated March 2014 as a part of the St. Johns River Water Management District Permit No. 126163-2 consisting of approximately +/- 13.37 acres, of the St. Johns Heritage Parkway in Brevard County, Florida over that portion of the land described on Exhibit "A" being used on the date hereof for a stormwater retention pond. The property described in Exhibit "A" is to be used as a stormwater retention pond, and for related purposes, to serve Brevard County, Florida, until the Stormwater Improvements identified on Exhibit "B" have been completed, are operational and have

been approved by Brevard County, at which time, Brevard County, shall execute and have recorded in the public records of Brevard County, Florida a termination of this temporary Retention Pond Easement (as more fully defined on Exhibit "B"). The party of the second part shall be responsible for any associated fees and costs of such recording. The foregoing shall be deemed to be a restrictive covenant which shall be deemed to be a covenant running with the land until released by Brevard County.

All applicable requirements of Chapter 125, Florida Statutes, have been satisfied.

**IN WITNESS WHEREOF** the said party of the first part 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:

  
Rachel Sadoff, Clerk of Courts

BREVARD COUNTY, FLORIDA, A POLITICAL  
SUBDIVISION OF THE STATE OF FLORIDA

BY: BOARD OF COUNTY COMMISSIONERS OF BREVARD  
COUNTY, FLORIDA

By: 

Kristine Zonka, Chair

(As approved by the Board on March 8, 2022)

## EXHIBIT "A"

### LEGAL DESCRIPTION

A parcel of land located within Lot 6, FLORIDA INDIAN RIVER LAND COMPANY, as recorded in Plat Book 2, Page 80, Public Records of Brevard County, Florida, and being in the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East, being described as follows: COMMENCE at the Southwest corner of the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East; thence run North 89 degrees 35 minutes 56 seconds East along the South line of said Southwest 1/4 (One-Quarter), a distance of 1322.84 feet; thence, departing said South line, run North 00 degrees 24 minutes 04 seconds West, a distance of 48.00 feet to the North Right-of-Way line of Melbourne Tillman Drainage District Canal No. 84; thence run North 89 degrees 35 minutes 56 seconds East, along said North Right-of-Way line, a distance of 210.04 feet to a point on a non-tangent curve to the right having a radius of 22,813.31 feet; thence, departing said North Right-of-Way line, from a chord bearing of North 00 degrees 50 minutes 50 seconds East, run Northerly along said curve an arc distance of 115.89 feet through a central angle of 00 degrees 17 minutes 28 seconds to the point of reverse curvature of a curve having a radius of 23,023.31 feet; thence run Northerly along said curve an arc distance of 274.51 feet through a central angle of 00 degrees 40 minutes 59 seconds to a point on said curve and the POINT OF BEGINNING; thence continue along said curve an arc distance of 83.31 feet through a central angle of 00 degrees 12 minutes 26 seconds to the end of said curve; thence run South 89 degrees 54 minutes 13 seconds East, a distance of 190.46 feet; thence South 00 degrees 12 minutes 08 seconds East, a distance of 83.31 feet; thence North 89 degrees 54 minutes 13 seconds West, a distance of 191.05 feet to the POINT OF BEGINNING.

Said lands containing 0.365 acres, more or less.

Together with:

A parcel of land located within Lot 6, FLORIDA INDIAN RIVER LAND COMPANY, as recorded in Plat Book 2, Page 80, Public Records of Brevard County, Florida, and being in the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East, being described as follows: COMMENCE at the Southwest corner of the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East; thence run North 89 degrees 35 minutes 56 seconds East along the South line of said Southwest 1/4 (One-Quarter), a distance of 1322.84 feet; thence, departing said South line, run North 00 degrees 24 minutes 04 seconds West, a distance of 48.00 feet to the North Right-of-Way line of Melbourne Tillman Drainage District Canal No. 84; thence run North 89 degrees 35 minutes 56 seconds East, along said North Right-of-Way line, a distance of 210.04 feet to a point on a non-tangent curve to the right having a radius of 22,813.31 feet; thence, departing said North Right-of-Way line, from a chord bearing of North 00 degrees 50 minutes 50 seconds East, run Northerly along said curve an arc distance of 115.89 feet through a central angle of 00 degrees 17 minutes 28 seconds to the point of reverse curvature of a curve having a radius of 23,023.31 feet; thence run Northerly along said curve an arc distance of 14.64 feet through a central angle of 00 degrees 02 minutes 11 seconds to the POINT OF BEGINNING; thence continue along said curve an arc distance of 259.87 feet through a central angle of 00 degrees 38 minutes 48 seconds to the end of said curve; thence run South 89 degrees 54 minutes 13 seconds East, a distance of 191.05 feet; thence South 00 degrees 12 minutes 08 seconds East, a distance of 258.17 feet; thence run South 89 degrees 35 minutes 56 seconds West, a distance of 194.84 feet to the POINT OF BEGINNING.

Said lands containing 1.146 acres, more or less.

Together with:

A parcel of land located within Lots 5 and 6, FLORIDA INDIAN RIVER LAND COMPANY, as recorded in Plat Book 2, Page 80, Public Records of Brevard County, Florida, and being in the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East, being described as follows: COMMENCE at the Southwest corner of the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East; thence run North 89 degrees 35 minutes 56 seconds East along the South line of said Southwest 1/4 (One-Quarter), a distance of 1729.97 feet to

the Southerly projection of the West line of the lands described in Official Records Book 5564, Page 6498, Public Records of Brevard County, Florida; thence departing said South line, run North 00 degrees 12 minutes 08 seconds West, along said Southerly projection and said West line, a distance of 178.50 feet to the POINT OF BEGINNING; thence continue North 00 degrees 12 minutes 08 seconds West, along said West line, a distance of 341.48 feet; thence departing said West line, run South 89 degrees 54 minutes 13 seconds East, a distance of 402.50 feet; thence run South 00 degrees 12 minutes 12 seconds East, a distance of 337.98 feet; thence run South 89 degrees 35 minutes 56 seconds West, a distance of 402.50 feet to the POINT OF BEGINNING.

Said lands containing 3.139 acres, more or less.

Total acreage of all 3 parcels is 4.65 acres, more or less.

EXHIBIT B  
TEMPORARY EASEMENT

Brevard County, as the party of the first part to the deed to which this exhibit is attached, hereby reserves unto itself a temporary non-exclusive easement for: (1) construction, reconstruction, installation, and maintenance of drainage facilities, allowing for drainage, flowage, retention, and detention of stormwater and surface water and other allied uses pertaining thereto, over, under, upon, across, and through the land described on Exhibit "A" attached hereto; and (2) ingress, egress, and access to conduct maintenance and construction or reconstruction for surface water and stormwater drainage and retention purposes, and other allied uses pertaining thereto, over, under, upon, across, and through the land described on Exhibit "A" attached hereto (collectively, the "Retention Pond Easement"). The Retention Pond Easement shall remain in effect until a replacement stormwater management system (the "Stormwater Improvements ") is completed by Space Coast Town Centre I, L.L.C., a Delaware limited liability company, as party of the second part to the deed to which this exhibit is attached, and is operational and accepted by Brevard County, as the party of the first part, at which time, Brevard County, as the party of the first part, shall execute and have recorded in the public records of Brevard County, Florida a termination of this temporary Retention Pond Easement. During the term of this Retention Pond Easement, no construction shall occur in the area of the Retention Pond Easement unless conducted by Brevard County in furtherance of the easement rights reserved herein, or when solely for the purpose of installing the new Stormwater Improvements by Space Coast Town Centre I, L.L.C., or as otherwise may be approved by Brevard County.

**SETTLEMENT STATEMENT**

**Brevard County, Florida a political subdivision of the State of Florida ("BREVARD")**

**Space Coast Town Centre I, L.L.C., a Delaware limited liability company ("SCTC")**

**PROPERTY:** Space Coast Town Center, Brevard County, Florida

**CLOSING DATE:** 3/23/22


SETTLEMENT		SCTC	BREVARD	POC	PAYEE
<b>County Pond Exchange Property</b>					
Recording Fees	Deed	\$27.00	\$27.00		Clerk of Courts
Documentary Stamps					Clerk of Courts
Title Insurance Premium			\$5,495.00		First American Title Insurance Co
Butler Rebate			\$4,000.00		
			-\$2,800.00		
Search Fee			\$750.00		First American Title Insurance Co
Publication Fees				POC	
Lien Search			\$1,125.00		Skyline Lien Search
	Subtotal:		\$8,597.00		
<b>Space Coast Easement Exchange Property</b>					
Recording Fees	Easement	\$218.50	\$245.50		Clerk of Courts
	LLC Affidavit	\$27.00			
Documentary Stamps			\$5,495.00		Clerk of Courts
Title Insurance Premium			\$4,000.00		First American Title Insurance Co
Butler Rebate			-\$2,800.00		
Escrow			\$33,800.00		Brevard County



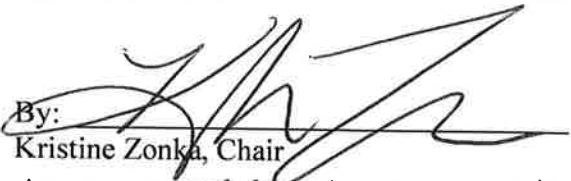
Subtotal:	40,740.50				
<b>TOTAL:</b>	\$49,337.50	0.00			

\* For purposes of the title insurance premiums and the documentary stamp taxes, the County Pond Exchange Property and the Space Coast Easement Exchange Property were both valued at \$785,000.00

Attest:

  
Rachel Sadoff, Clerk

Brevard County, Florida  
a political subdivision of the State of Florida

  
By: Kristine Zonka, Chair

As approved by the Board 3/8/22

Approved as to legal form and content  
solely for Brevard County:

By:   
Assistant County Attorney