



AGENDA REPORT
May 22, 2018

Abandonment of Savannahs Golf Course - District 2



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Abandonment of Savannahs Golf Course - District 2

SUBJECT:

Abandonment of Savannahs Golf Course - District 2

FISCAL IMPACT:

FY 17/18 \$350,000 in transitional funding to the Savannahs HOA

FY 18/19 \$350,000 in transitional funding to the Savannahs HOA

FY 17/18 \$1,200,000 Line of Credit to the Savannahs at Sykes Creek CDD

DEPT/OFFICE:

ACM Community Services

REQUESTED ACTION:

It is requested that the Board take the following the actions to effectuate the abandonment of the Savannahs Golf Course pursuant to the Letter of Intent approved at the March 20, 2018 Board meeting:

- Abandon Savannahs Golf Course, effective immediately and authorize the Chair to execute the agreement with the HOA
- Authorize Chair to execute county deed for Savannahs Golf Course to HOA
- Authorize staff to accept from the Savannahs HOA quit claim deed from the HOA for mosquito control impoundments and easements for storm water maintenance
- Authorize the Chair to execute the note granting line of credit to the Savannahs at Sykes Creek CDD contingent upon Board establishment of the Savannahs at Sykes Creek CDD
- Authorize the County Manager to approve all necessary Budget Change requests to execute budget documents to transfer funds necessary for the Line of Credit
- Authorize amendments to IGM and Christovich agreements to end services at Savannahs Golf Course, effective June 30, 2018

- Authorize the Public Works Director to execute agreement (license) to modify stormwater discharge systems (2 locations).

SUMMARY EXPLANATION and BACKGROUND:

At the March 20, 2018 Board Meeting, the Board approved a Letter of Intent with AriasBosinger representing the Savannahs HOA to revert the Savannahs Golf Course to the HOA.

In order to revert the golf course, the Board must take the following action; (1) abandon the Savannahs Golf Course and execute the agreement with the HOA; (2) authorize Chair to execute county deed for Savannahs Golf Course to HOA; (3) authorize staff to accept the quit claim deed for mosquito impoundments and easements for storm water maintenance; (4) execute the Note granting a line of credit to the Savannahs of Sykes Creek CDD; (5) authorize County Manager to execute all necessary budget change requests to transfer funds necessary for the Line of Credit; and (6) authorize amendments to contracts with IGM and Christovich & Assoc. to end services at Savannahs Golf Course.

The funding for the Line of Credit will be from the Property and Casualty Insurance Reserves fund.

The Board must accept the creation of the Savannahs at Sykes Creek CDD in a separate agenda item at the May 22, 2018 in order to complete the reversion of the golf course.

ATTACHMENTS:

- | | Description |
|---|--|
| ▢ | Agreement with HOA, Guaranty, Revolving Line of Credit Note and County Deed |
| ▢ | First Amend to Christovich & Assoc, LLC Agreement |
| ▢ | Third Amend to IGM Agreement |
| ▢ | IGM Exhibit A |
| ▢ | IGM Exhibit B |
| ▢ | IGM Exhibit C |

Meeting Date
05/22/18



AGENDA	
Section	PUBLIC HEARINGS
Item No.	11B2

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	PUBLIC HEARING RE: REQUEST FROM THE SAVANNAHS HOMEOWNERS ASSOCIATION AT SYKES CREEK TO ESTABLISH THE SAVANNAHS AT SYKES CREEK COMMUNITY DEVELOPMENT DISTRICT (DISTRICT 2)
DEPT/OFFICE:	The Savannahs at Sykes Creek Homeowners' Association, Inc.

Requested Action:
It is requested that the Board consider approval of the applicant's request to establish The Savannahs at Sykes Creek Community Development District (CDD) less and except the portion of land to be conveyed to the County for mosquito control, and adopt the ordinance providing for the establishment of The Savannahs at Sykes Creek Community Development District less and except the portion of land to be conveyed to the County for mosquito control.

Summary Explanation & Background:
The Savannahs at Sykes Creek Homeowners' Association, Inc. has filed a petition to create a new community development district on approximately 150.76 acres located north of 528 at Hall Road in Brevard County, pursuant to Chapter 190, Florida Statutes. Since the proposed district encompasses less than 1,000 acres, the Brevard County Commissioners authorized by State Statutes to approve or deny the petition. The Statutes cite the following issues for consideration:

1. Whether all statements contained within the petition have been found to be true and correct.
2. Whether the establishment of the district is inconsistent with any applicable element or portion of the State Comprehensive Plan or of the effective local government Comprehensive Plan.
3. Whether the area of land within the proposed district is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as on functional interrelated community.
4. Whether the district is the best alternative available for delivering community development services and facilities to the area that will be served by the district.
5. Whether the community development services and facilities of the district will be incompatible with the capacity and uses of the existing local and regional community development services and facilities.
6. Whether the area that will be served by the district is amenable to separate special-district government.

The petition is attached for your information. The petitioner may present testimony at the public hearing addressing these issues.

FY 18/19 Fiscal Impact: Creation of the CDD will allow The Savannahs at Sykes Creek Homeowners' Association, Inc. to perform deferred maintenance and capital improvements to the golf course property which will sustain a public golf course, in a desirable setting, for use by the residents and guests of Brevard County, Florida.

Clerk to the Board Instructions: Chair to sign the ordinance, send certified copy to Department of State, and return a signed copy of the ordinance to Exhibits Attached: Petition, Ordinance

Contract /Agreement (If attached): Reviewed by County Attorney Yes No PR

County Manager Frank Abbate	Assistant County Manager John Denninghoff	Submitted by Sonia Bosinger, as attorney for The Savannahs at Sykes Creek Homeowners' Association, Inc. <i>Sonia Bosinger</i>
	Assistant County Manager Jim Liesenfelt	



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

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

May 23, 2018

MEMORANDUM

TO: Eden Bentley, County Attorney Attn: Matt Soss

RE: Item II.B.2., Abandonment of Savannahs Golf Course

The Board of County Commissioners, in regular session on May 22, 2018, took the following actions:

- Abandoned the Savannahs Golf Course, effective immediately; and executed the Agreement with the Homeowners Association (HOA)
- Authorized Chair to execute County Deed for Savannahs Golf Course to HOA
- Authorized staff to accept from the Savannahs HOA quit claim deed from the HOA for mosquito control impoundments and easements for storm water maintenance
- Authorized the Chair to execute the note granting line of credit to the Savannahs at Sykes Creek CDD, contingent upon Board establishment of the Savannahs at Sykes Creek CDD
- Authorized the County Manager to approve all necessary Budget Change Requests to execute budget documents to transfer funds necessary for the Line of Credit
- Authorized amendments to IGM and Christovich agreements to end services at Savannahs Golf Course, effective June 30, 2018
- Authorized Andrew Holmes, Public Works Director, to execute Agreement (license) to modify stormwater discharge systems (2 locations)

By copy of this memorandum, the original executed documents were provided to the County Attorney's Office. Upon execution by all parties, please forward the fully-executed documents to this office for inclusion in the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/cmw

cc: Assistant County Manager Liesenfelt
Public Works Director
Contracts Administration
Asset Management
Finance
Budget

After recording
return document to:
Matthew Soss
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Viera, FL 32940

Parcel Id. No. 24-36-01-OK-3

-----[This space above reserved for recording information]-----

AGREEMENT

THIS AGREEMENT ("Agreement") made and effective this 22 day of MAY, 2018 ("**Effective Date**"), by and between the **THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida ("**COUNTY**"), and **THE SAVANNAHS AT SYKES CREEK HOMEOWNERS' ASSOCIATION, INC., Florida Not for Profit Corporation ("HOA")**.

RECITALS

WHEREAS, the Savannahs At Sykes Creek, Inc. ("**Developer**"), a Florida Corporation and COUNTY entered into that certain Agreement dated June 7, 1988, for that certain real property referred to as the Savannahs Golf Course; and

WHEREAS, a portion of the Developer's rights and authorities was assigned to HOA by the Release of Extraordinary Right of Entry, Activation of Homeowners Association and Assignment of Rights and Authority which is dated June 1, 1995, by the Developer; and

WHEREAS, with the remainder of the rights and authorities under the aforementioned Agreement was assigned to HOA by Barcan Inc., a Florida Corporation, under the Assignment of Rights and Authority dated June 28, 1995 (the 1988 Agreement, the 1995 Release, and the 1995 Assignment are hereinafter collectively referred to as, "**Donation Agreement**"). Said Donation Agreement is attached to and incorporated herein as Exhibit A; and

WHEREAS, in accordance with the Donation Agreement, COUNTY has been operating and maintaining the real property more particularly described therein as a public golf course ("**Savannahs Golf Course**"). Said property consisting of Tracts 3, 5, 6 and 7, of THE SAVANNAHS, according to the plat thereof, as recorded in Plat Book 35, at Page 56/62, Public Records of Brevard County, Florida; and

WHEREAS, the COUNTY is facing budgetary restraints which prohibits it from continuing to operate the Savannahs Golf Course; and

WHEREAS, the Donation Agreement permits the COUNTY to abandon the Savannahs Golf Course; and

WHEREAS, the COUNTY intends to abandon the Savannahs Golf Course;

NOW THEREFORE, for and in consideration of the provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** That all of the foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Abandonment Date.** The COUNTY shall abandon the Savannahs Golf Course and relinquish all claim to ownership and title of the Savannahs Golf Course and HOA shall accept title to the Savannahs Golf Course automatically and without further action by the Parties effective immediately upon execution of this Agreement by the Chair of the Brevard County Board of County Commissioners ("**Abandonment Date**"). COUNTY shall deliver and record the county deed, attached hereto as Exhibit B, memorializing the abandonment. However, COUNTY shall continue to operate and maintain the Savannahs Golf Course on behalf of the HOA until 11:59 P.M. on June 30, 2018, at which point COUNTY shall have no further duties or obligations to HOA. COUNTY shall be entitled to all revenues from the Savannahs Golf Course during this period.

3. **Mutual Release.** Except for the obligations set forth herein, the parties agree to mutually release and forever discharge each other, of and from any and all past, present or future claims, debts, demands, damages, losses, liabilities, any manner of action and actions, cause and causes of action of any kind whatsoever both at law and in equity, which the parties now have, or may hereafter have arising out of or relating in any way to the Donation Agreement, the operation and maintenance of the Savannahs Golf Course by the COUNTY, or the abandonment of the Savannahs Golf Course by the COUNTY. The parties further agree that COUNTY shall have no further duties or obligations under the Donation Agreement, which shall be of no further force or effect. The parties agree that specific consideration has been provided for this mutual release.

4. **Continued Operation of the Savannahs Golf Course after Abandonment.** Notwithstanding the abandonment of the Savannahs Golf Course by COUNTY, HOA hereby agrees to assume those responsibilities of the COUNTY under the terms of the Donation Agreement to continue the operation and maintenance of the Savannahs Golf Course as a public golf course, or to cause such continued operation and maintenance to be effected all in accordance with the spirit and intent of the terms and provisions of the Donation Agreement for a minimum of ten (10) years from the Abandonment Date. However, in the event that the continued operation and maintenance of the Savannahs Golf Course will cause the immediate insolvency of HOA, HOA shall have the right to convey the Savannahs Golf Course subject to all applicable rules, ordinances, laws, and regulations.

In the event HOA discontinues the use of the Savannahs Golf Course as a public golf course, or in the event HOA conveys the Savannahs Golf Course, then HOA shall indemnify and hold harmless the COUNTY for any and all past, present or future claims, debts, demands, damages, losses, liabilities, any manner of action and actions, cause and causes of action of any kind whatsoever both at law and in equity, which any party, including but not limited to, third parties,

may now have, or may hereafter have arising out of or relating to the Donation Agreement, the abandonment of the Savannahs Golf Course by the COUNTY, or any change of use or conveyance of the Savannahs Golf Course by HOA. The parties agree that specific consideration has been provided for this indemnification and hold harmless.

5. **Transition Funding.** In consideration of the provisions contained herein, COUNTY shall provide HOA with \$700,000.00 to assist in the transition of the Savannahs Golf Course from COUNTY operation and management ("Transition Funding"). The initial portion of \$350,000.00 dollars of Transition Funding shall be remitted to HOA within 15 days of the Abandonment Date. The subsequent and final payment of \$350,000.00 shall be made on or before the May 22, 2019.

6. **Status of Buildings and Structures.** It is specifically understood and agreed that any and all buildings or structures placed upon the Savannahs Golf Course which are permanently attached to said property shall become the property of HOA as of the Abandonment Date. HOA accepts the Savannahs Golf Course and structures thereon "as is." COUNTY and HOA shall execute any and all papers necessary to effect transfer of said buildings or structures to HOA free and clear of all liens, encumbrances, or other claim or interests held thereon by any person whatsoever.

7. **Conveyance of Mosquito Impoundment to County.** The COUNTY currently utilizes the western portion of Tract 6 from Plat Book 35, Page 56 in the public records of Brevard County, Florida, as a mosquito impoundment. HOA shall convey this property, via quit claim deed, to the COUNTY. The property is more specifically described in Exhibit C.

8. **Storm Water Management.** COUNTY shall solely be responsible for maintaining those storm water facilities within the Savannahs P.U.D that are listed in Exhibit D. HOA shall be responsible for the maintenance, repair, and replacement of all other storm water facilities and drainage structures on or below the Savannahs Golf Course or servicing the Savannahs Golf Course within the Savannahs P.U.D, including, but not limited to, the following:

- The outfall structure located at the north side of Tract 3 and outfall pipe from that structure and terminating into the structure within the Hall Road right of way.
- The outfall structure, pipes and mitered ends located in the southwest section of Tract 6.
- Lot line pipes that do not serve the roadway drainage (Lot line pipes listed below):
 - Lots 46 & 47: Portion of Tract 5 between Lots 46 and 47, and 7.5' along each side lot line abutting Tract 5. Drainage Easement 35' total width.
 - Lots 65 & 66: 10' along each side of the shared lot line. Drainage Easement 20' total width.
 - Lots 91 & 92: 10' along each side of the shared lot line. Drainage Easement 20' total width.
 - Lots 129 & 130: 10' along each side of the shared lot line. Drainage Easement 20' total width.
- All other drainage not listed in Exhibit D.

HOA shall grant to COUNTY the necessary easements and shall maintain perpetual access from public rights-of-way to the storm water facilities for COUNTY or its agent and contractor. HOA and COUNTY shall determine and HOA shall provide, the easements necessary for the continued maintenance of those storm water facilities which are to be maintained by COUNTY.

9. **Line of Credit to CDD.** Upon the creation of the Savannahs at Sykes Creek Community Development District ("CDD") and the execution of an agreement between HOA and the CDD for the long term lease of the Savannahs Golf Course by the CDD, which said lease shall equate to equitable ownership of the Savannahs Golf Course by the CDD and shall be for a minimum term of 25 years, the COUNTY shall provide a line of credit in the amount of One Million Two Hundred Thousand Dollars (\$1,200,000.00) to the CDD for the improvement of the Savannahs Golf Course pursuant to the terms of the revolving line of credit note("Note") attached hereto as Exhibit E. The HOA shall guarantee performance of and repayment by the CDD under the terms of the Note and shall execute the guaranty agreement attached hereto as Exhibit F. HOA shall require the CDD to provide a bond to COUNTY in the amount of the line of credit.

10. **Applicable Law.** This Agreement and the provisions contained herein shall be construed, controlled and enforced in accordance with the laws of the State of Florida, without regard to conflicts of laws principles.

11. **Counterparts.** This Agreement may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.

12. **Recordation.** An executed original of this Agreement shall be recorded, at the Parties' joint expense, in the Public Records of Brevard County, Florida.

13. **Attorneys' Fees.** In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorneys' fees and costs.

14. **Venue.** Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida. COUNTY AND HOA HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ARISING OUT OF OR RELATING TO THIS AGREEMENT.

15. **Successors and Assigns.** The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heir's successors, executors, administrators and assigns of the parties hereto.

16. **Severability.** If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws (the deletion of which would not adversely affect the receipt of any material benefit or substantially increase the burden of any part hereto) effective during this Agreement, then and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. All rights, powers, and privileges conferred by this

Agreement upon the parties shall be cumulative but not restricted to those given by law.

17. **Exhibits.** Each exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement, and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if such exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Termination Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

(CORPORATE SEAL)

HOA:

SAVANNAHS AT SYKES CREEK
HOMEOWNERS' ASSOCIATION, INC., a
Florida Not for Profit Corporation

Print Name: _____

By: _____

Attest: _____

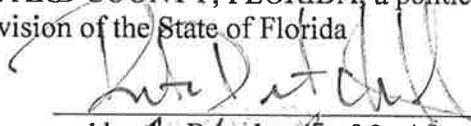
Print Name: _____

Signed, sealed and delivered
in the presence hereof:

COUNTY:

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA, a political
subdivision of the State of Florida

Print Name: _____

By: 
(As approved by the Board on 5-22-18 .)

Attest: _____
SCOTT ELLIS, CLERK

Print Name: _____



List of Exhibits

Exhibit A	Donation Agreement
Exhibit B	County Deed
Exhibit C	Legal Description of Mosquito Impoundment
Exhibit D	Brevard County Stormwater Maintenance Responsibilities
Exhibit E	Revolving Line of Credit Note
Exhibit F	Guaranty Agreement

EXHIBIT A
DONATION AGREEMENT

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of June, 1988, by and between THE SAVANNAH AT SYKES CREEK, INC., a Florida corporation ("Savannah" which reference will include its successors and assigns), and the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA ("Brevard");

W I T N E S S E T H :

WHEREAS, Savannah owns or is in the process of acquiring fee simple title to certain lands located, lying and being on Merritt Island, Brevard County, Florida ("Property"), and a legal description of the Property is attached hereto and made a part hereof by reference as Exhibit "A"; and

WHEREAS, a portion of said Property is intended to be donated by Savannah or its successors or predecessor in title to Brevard, and the approximate description of the parcel to be transferred to Brevard ("Donated Parcel") is illustrated by sketch which is attached hereto and made a part hereof by reference as Exhibit "B"; and

WHEREAS, the Donated Parcel will be utilized and continuously operated by Brevard as an eighteen-hole, par seventy-two, championship classified golf course; and

WHEREAS, Savannah intends to develop on the Property, excluding the Donated Parcel, a planned unit development ("PUD"), consisting of no more than 288 residential lots to be known as Savannah at Sykes Creek ("Subdivision"); and

WHEREAS, the parties hereto wish to set out the rights and obligations that each of them shall undertake as regards the donation, construction and maintenance of said golf course and other understandings and agreements incidental thereto, all as more fully set forth hereinafter;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration passing between the parties hereto, receipt of which is hereby acknowledged, be it agreed and committed as follows:

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BK 3484 FG 1634

1. That the foregoing recitals are true and are incorporated herein by reference.

2. That the Donated Parcel will be transferred to Brevard on the 10th of January, 1989 (or earlier at the option of the donor), and the Donated Parcel will, at time of transfer, be free and clear of any mortgage or other lien or encumbrance, save only ad valorem taxes accruing from and after date of this Agreement and such other restrictions and covenants that may be imposed as a result of this Agreement or otherwise mutually agreed to in writing by the parties hereto. That the actual time of transfer of title to the Donated Parcel will, in any event, be concurrent with or precede the payment by Brevard of any funds, excepting professional fees, in accordance with the construction contract hereinafter provided between Brevard and Savannahs or Savannahs' designee. It will, otherwise, be in accordance with the dictates of the permanent lender who will be financing the acquisition and development of the Property.

3. That, in addition to the Donated Parcel, Savannahs or its predecessor or successors in title will donate to Brevard, at no cost to Brevard, two regulation size tennis courts and a child's playground, with the location of such facility on the Donated Parcel to be acceptable to the County and, upon acceptance, thereafter maintained by the County as part of the Donated Parcel, with the level of maintenance to equal or exceed that provided by Brevard for the Donated Parcel, which level of maintenance will be more fully described hereinafter.

4. That Savannahs, or a business entity designated by Savannahs, will construct the improvements on the Donated Parcel in accordance with plans and specifications for the golf course and appurtenant improvements and structures prepared by Gordon G. Lewis, Golf Course Architect [whose mailing address is 2022 Constitution Circle, Fort Myers, Florida, 33912, telephone number (813) 267-3322)], and in accordance with plans and specifications for the clubhouse and appurtenant improvements and structures

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prepared by Rood and Zwick, Inc., Architects [whose mail address is 625 So. Brevard Avenue, Cocoa, Florida 32922, telephone number (305) 631-8039]], said plans and specifications to be acceptable to and approved in writing by Brevard. Brevard will pay the costs of designing and constructing such improvements, including, but not limited to, construction engineering costs, architect's supervision fees, contractor's fees and all other incidental expenses required for a "turn-key job", as such term is understood in the construction industry, and a construction contract will be negotiated by and between Savannahs, or its designee, and Brevard as a dependent part of this Agreement. Any Brevard-employed supervision, review or oversight of construction will be at Brevard's expense and option.

5. That the level of maintenance of the golf course, clubhouse and appurtenant structures and improvements for which Brevard, as owner thereof, will be responsible will meet or exceed those standards established by the National Golf Foundation, Palm Beach, Florida, ("Foundation"), for courses of comparable proficiency and level of play, but will, in no event, be less than the highest standard maintained for any other county-owned or municipally-owned (public) golf course in Brevard County, Florida. Should the parties hereto disagree at some subsequent date as to whether or not the appropriate standard of maintenance is being met by Brevard, such disputes will be resolved by submittal of the issue to a representative of the Foundation, whose opinion and evaluation will be binding upon the parties hereto. The costs and fees charged by the Foundation will be the responsibility of Savannahs if the claim of inadequate maintenance is found to be unjustified; otherwise, the costs will be borne by Brevard.

6. That the Donated Parcel is to be used in perpetuity as a golf course, and that Savannahs is developing and selling lots in the Subdivision with the representation to purchasers of those lots that each of them will be acquiring lots for residential construction in a golf community. If Brevard determines

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at a subsequent date to discontinue the use of the Donated Parcel as a golf course as herein provided, then, and in such event, the Donated Parcel will be deemed abandoned and will revert to Savannahs, free and clear of any claim of Brevard and anyone claiming by, through or under Brevard. However, this right of reverter shall cease and be of no further force or effect if Brevard obtains, as a condition precedent to abandonment of the golf course use or the clubhouse or any substantial appurtenant improvements, the written consent of all lot owners in the Subdivision and their respective mortgagees.

7. That Savannahs will retain perpetual use easements over the ponds and water areas and water causeways constructed upon or under the Donated Parcel for public drainage purposes intended to service the Subdivision and the Donated Parcel, except that the maintenance responsibility for such waterways and ponds will be that of Brevard; and Savannahs will not interfere with or obstruct the flow of waters or alter the configuration of the ponds and waterways without first obtaining Brevard's written approval.

8. That the clubhouse exterior and other on-site improvements, whether constructed initially or at a subsequent time, and including fences and signs, will conform to the architectural motif and style of the Subdivision in order that the Property be architecturally concordant. There will be no illumination for night play of the golf course, the driving range and the children's playground, except for security purposes. In order to maintain the openness of a golf course community, neither of the parties hereto will construct or permit the construction of fences along property lines fronting on the golf course or any portion thereof or within 100 feet into the Donated Parcel measured from such property line without approval by both parties hereto, and Savannahs will incorporate such limitation in a declaration of restrictive covenants which will be recorded against the Subdivision and the lots therein contained.

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9. That "The Savannahs" will be the permanent name for the golf course located on the Donated Parcel and no other name or names may be used in connection with the Donated Parcel or any subdivision thereof without the prior approval of Savannahs. Brevard may, at its option, add reference to "Brevard County, Florida" and to "public course" or words of similar import.

10. That Savannahs has previously obtained from Brevard zoning approval of its PUD, being Resolution No. Z-8075, having an effective date of April 25, 1988; and, because of the donation contemplated by this Agreement and the construction of a public golf course also intended hereby, Savannahs has applied to the Brevard County Board of Adjustment for a variance from the open space requirements of a PUD, such variance being required because Savannahs is divesting itself of the open areas contained in the Donated Parcel. Brevard will consider the Subdivision project as vested within the contemplation of the Comprehensive Land Use Plan, both presently in existence and contemplated for adoption by Brevard.

11. That the parties hereto acknowledge that the development work on the Subdivision and the development work and construction on and within the Donated Parcel will be concurrent, and each of the parties hereto will indemnify and hold harmless the other for any damage to person or property resulting from work being performed or for the benefit of the land of the indemnifying party.

12. That Savannahs has entered into a Contract for Sale and Purchase with Milford A. Reisert ("Reisert Contract"), a copy of which is attached hereto and made a part hereof by reference as Exhibit "C", for the sale and purchase of certain lands located contiguous to the Property. Savannahs will assign to Brevard the Reisert Contract at the contract price of \$18,500.00 per acre, plus a proportionate part of any option moneys paid or to be paid on account of and in order to maintain in good standing

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the Reisert Contract. Within the time limitations of the Reisert Contract, title to said acreage will be transferred to Brevard at the same time that title to the Donated Parcel is transferred to Brevard.

13. That Brevard will not place any structures on the Donated Parcel, such as sheds, trailers, mobile homes or residences, unless the same be in conformity with the plans and specifications pursuant to which the golf course is or has been constructed and unless otherwise approved in writing by Savannahs.

14. That this Agreement and the provisions herein contained will and are intended to survive the transfer of title to the Donated Parcel to Brevard, or any subsequent acts, unless modified or cancelled by written instrument signed by the parties hereto. However, the implementation of this Agreement is subject to the satisfactory completion of all conditions precedent imposed upon Savannahs and Brevard; namely, the necessary funding of the respective portions of this Agreement by Savannahs and Brevard, the acquisition of title to the Property by Savannahs, the necessary permitting and variances from the regulatory agencies and the Brevard County Board of Adjustment, compliance with all county and state requirements and all good faith negotiations that may be required in order to implement the foregoing.

15. That the Subdivision and the development thereof will be subject to all of the codes and regulations imposed by Brevard against residential subdivisions of the same type and nature located within Brevard County, Florida, except that Savannahs will be, because of the donation contemplated hereby, exempt from any recreational impact fees that may be subsequently imposed by Brevard.

16. That attached hereto and made a part hereof by reference as Exhibit "D" is a Schedule of Events, and the parties hereto will use their respective best efforts to adhere to said Schedule.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals the day and year first above

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written at Brevard County, Florida.

(Corporate Seal)

THE SAVANNAHS AT SYKES CREEK, INC.

By Brian J. Bussen
Brian J Bussen, President
("Savannah")

Attest:

R. C. Winstead
R. C. Winstead, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY

By Sue Schmitt
Sue Schmitt, Chairman
("Brevard")

APPROVED AS TO FORM AND LEGALITY
for the use of the Board of
County Commissioners
6/12/88
[Signature]
BREVARD COUNTY, FLORIDA

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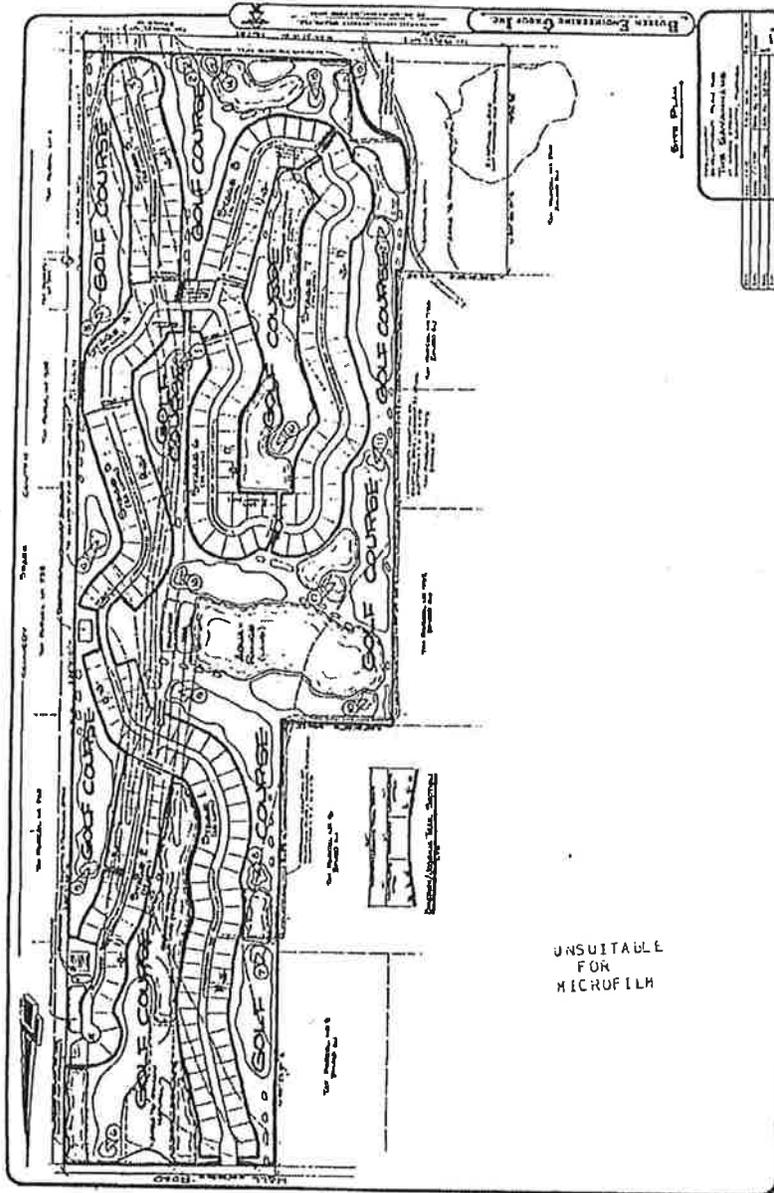
8K3L8LPG16L0

Parcels #2, 6, 7, 750, 755 and 56 of Section 1, Township 24 South, Range 36 East, and Parcel #1 of Section 12, Township 24 South, Range 36 East, containing approximately 250± acres.

EXHIBIT "A"

("Property")

BK3484 PG 164 |



UNSUITABLE
FOR
MICROFILM

EXHIBIT "B"
(8K3484 PG 164) Areas designated "Golf Course"

Lundy Crawford Clerk Circuit Court
 Recorded and Vettled Brevard County, FL
 # Pgs. 20 # Pages 4
 Frost Fund 10.50 Rec Fee 81.00
 Stamp-Duod _____ Excise Tx _____
 Stamp-Mtg _____ Int Tx _____
 Service Chg _____ Refund _____

Return to:
 This Instrument Prepared By:
 Leonard Spielvogel, Esq., of
 Dean, Mead, Spielvogel, Goldman & Boyd
 Attorneys-at-Law
 P. O. Box 541366
 Merritt Island, Florida 32954-1366
 Our File No. 00495/15256

RELEASE OF EXTRAORDINARY RIGHT OF ENTRY,
 ACTIVATION OF HOMEOWNERS ASSOCIATION AND
 ASSIGNMENT OF RIGHTS AND AUTHORITY

THIS RELEASE OF EXTRAORDINARY RIGHT OF ENTRY, ACTIVATION OF HOMEOWNERS ASSOCIATION AND ASSIGNMENT OF RIGHTS AND AUTHORITY made, granted and provided this 1st day of June, 1995, by THE SAVANNAHS AT SYKES CREEK, INC., a Florida corporation ("Developer"); to and in favor of all residential lots located within the plats of The Savannahs recorded in Plat Book 35, at Page 56; Plat Book 36, at Page 30; and Plat Book 37, at Page 6, and the owners of fee simple title thereto; and, where applicable to and in favor of THE SAVANNAHS AT SYKES CREEK HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, ("Association"); and BARCAN, INC., a Florida for profit corporation ("Barcan");

W I T N E S S E T H :

WHEREAS, the Developer did heretofore and on June 7, 1988, enter into an Agreement ("County Agreement") with the Board of County Commissioners of Brevard County, Florida, a true copy of which is attached hereto and made a part hereof by reference as Exhibit "A"; and

WHEREAS, Developer did heretofore cause to be recorded among the Public Records of Brevard County, Florida, those phases of The Savannahs Subdivision, according to the respective plats thereof, recorded in Plat Book 35, at Page 56; Plat Book 36, at Page 30; and Plat Book 37, at Page 6 (collectively "The Savannahs Subdivision"); and

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WHEREAS, Developer did heretofore cause to be recorded among the Public Records of Brevard County, Florida, a Declaration of Covenants and Restrictions dated January 25, 1989 ("Initial Declaration"), and recorded in Official Records Book 2976, at Page 4776, et seq.; and Annexation of Additional Lands and First Amendment to The Savannahs Declaration of Covenants and Restrictions, dated August 21, 1989, and recorded in Official Records Book 3014, at Page 0165, et seq.; and Second Annexation of Additional Lands and Second Amendment to The Savannahs Declaration of Covenants and Restrictions, dated May 5, 1990, and recorded in Official Records Book 3062, at Page 1028, et seq. (collectively "Covenants"); and

WHEREAS, Paragraph 9 of the Initial Declaration provides that the homeowners association, now chartered and known as the Association, would remain inactive until such time as the Developer is no longer the owner of any lot or portion of The Savannahs Subdivision; and

WHEREAS, the Developer has transferred and conveyed all lots owned by it in The Savannahs Subdivision; and

WHEREAS, Paragraph 23 of the Initial Declaration reserves unto the Developer an Extraordinary Right of Entry permitting it to enter upon privately owned lots in The Savannahs Subdivision during the course of development of The Savannahs Subdivision; and

WHEREAS, development of The Savannahs Subdivision has been completed and the Developer wishes, by these presents, to release, waive and relinquish its reservation of the Extraordinary Right of Entry; and

WHEREAS, the County Agreement confers certain rights, obligations and reservations, some of which, by these presents, Developer intends to assign to the Association, all as more fully provided hereinafter;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration passing between the parties hereto, receipt and sufficiency of which is hereby acknowledged, be it agreed and committed as follows:

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1. That the foregoing recitals are true and are incorporated herein by reference.

2. That the Association is hereby activated and will, in accordance with Paragraph 9 of the Initial Declaration, assume responsibility "for maintenance of all common areas, private easements, retention ponds and appurtenant structures and the exercise of any rights granted to it" either by the Covenants or by the Developer.

3. That the Extraordinary Right of Entry referenced in Paragraph 23 of the Initial Declaration be, and the same is hereby, released, waived, relinquished and of no further force or effect.

4. That the responsibility for the continued implementation and enforcement of the provisions of Paragraph 5, 7, 8, 9, 13 and 15 of the County Agreement are, by these presents and without recourse, set over and assigned unto the Association.

5. That all rights and authorities provided in the County Agreement not specifically herein assigned to the Association are, by these presents and without recourse, set over and assigned unto Barcan.

*all
attest*

IN WITNESS WHEREOF, the Developer has affixed its hand and seal by and through its duly authorized officer the day and year first above written at Brevard County, Florida.

(Corporate Seal)

THE SAVANNAHS AT SYKES CREEK, INC.
By *Leonard Spielvogel*
Leonard Spielvogel, President
P. O. Box 541366
Merritt Island, Florida 32954-1366

("Developer")

STATE OF FLORIDA :
COUNTY OF BREVARD:

The foregoing instrument was acknowledged before me this 13 day of June, 1995, by Leonard Spielvogel, President of THE SAVANNAHS AT SYKES CREEK, INC., a Florida corporation, on behalf of said corporation. He is personally known to me.

Daphne DeNegri Jones
Notary Public, State of Florida
at Large
Print Name: _____
Commission No. _____
My Commission Expires: _____
(Seal)



DAPHNE DENEGRI JONES
MY COMMISSION # 02 180117 EXPIRES
April 28, 1996
60625 DASH TROY FAR JOHNSON, INC.

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Landy Casper
 Clerk Circuit Court
 Executed in and attested in presence of
 S. P. R. _____ of Brevard
 This 28th day of June 1995 at Ft. Pierce
 County, Florida.
 Stamp: _____
 State: _____
 Section: _____

This Instrument Prepared By:
 Leonard Spielvogel, Esq., of
 Dean, Mead, Spielvogel, Goldman & Boyd
 Attorneys-at-Law
 P. O. Box 541366
 Merritt Island, Florida 32954-1366
 Our File No. 00495/15256

ASSIGNMENT OF RIGHTS AND AUTHORITY

THIS ASSIGNMENT OF RIGHTS AND AUTHORITY made, granted and provided this 28th day of June, 1995, by BARGAN, INC., a Florida corporation ("Assignor"); to and in favor of THE SAVANNAHS AT SYKES CREEK HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, ("Assignee");

W I T N E S S E T H :

WHEREAS, THE SAVANNAHS AT SYKES CREEK, INC., a Florida corporation ("Developer") did heretofore and on June 7, 1988, enter into an Agreement ("County Agreement") with the Board of County Commissioners of Brevard County, Florida; and

WHEREAS, on June 1st, 1995, Developer assigned certain rights under the County Agreement to Assignor by instrument entitled Release of Extraordinary Right of Entry, Activation of Homeowners Association and Assignment of Rights and Authority, which was recorded in Official Records Book 3404, at Page 1631, Public Records of Brevard County, Florida, ("Release and Assignment"); and

WHEREAS, Assignor intends to assign the rights it obtained under the Release and Assignment to Assignee;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration passing between the parties hereto, receipt and sufficiency of which is hereby acknowledged, he it agreed and committed as follows:

1. That the foregoing recitals are true and are incorporated herein by reference.

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*all
others*

2. That all rights and authorities provided in the County Agreement previously assigned to Assignor by Release and Assignment are, by these presents and without recourse, set over and assigned unto Assignee.

IN WITNESS WHEREOF, the Assignor has affixed its hand and seal by and through its duly authorized officer the day and year first above written at Brevard County, Florida.

[Handwritten scribbles]
(Corporate Seal)

BARCAN, INC.
By *[Signature]*
James Wells, President
100 Parnell Street
Merritt Island, Florida 32952
("Assignor")

STATE OF FLORIDA :
COUNTY OF BREVARD:

The foregoing instrument was acknowledged before me this 28 day of June, 1995, by James Wells, President of BARCAN, INC., a Florida corporation, on behalf of said corporation. He is personally known to me.

[Signature]
Notary Public, State of Florida
at Large
Print Name: _____
Commission No. _____
My Commission Expires: _____
(Seal)

 DARLENE DENERO JONES
MY COMMISSION # 0018117 EXPIRES
APR 28, 1999
REGISTERED TO FAY FARRELLANCE, INC.

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EXHIBIT B

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

COUNTY DEED

THIS INDENTURE, made this 22 day of May, 2018, between **BREVARD COUNTY**, 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 **The Savannahs At Sykes Creek Homeowners' Association, INC. a Not for Profit Corporation** whose address is 137 S. Courtenay Pkwy #683, Merritt Island, FL 32952, 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 said 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, the following described land situate, lying and being in Brevard County, Florida to wit:

See Exhibit "A" attached hereto and by reference made a part hereof, together with all riparian and littoral rights appertaining thereto, and all interests in subsurface oil, gas, and minerals pursuant to 270.11(3), F.S.

Property Appraiser's Parcel Identification Number: 24-36-01-OK-3

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


Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS

By: 

, Chair

(As approved by the Board 5/22/2018)

EXHIBIT A TO EXHIBIT B

LEGAL DESCRIPTION

Tracts 3, 5, 6 and 7, of THE SAVANNAHS, according to the plat thereof, as recorded in Plat Book 35, at Page 56/62, Public Records of Brevard County, Florida and comprising THE SAVANNAHS GOLF COURSE, Merritt Island, Florida.

EXHIBIT C

LEGAL DESCRIPTION OF MOSQUITO IMPOUNDMENT

A portion of Tract 6 of the Savannahs P.U.D., according to the plat thereof as recorded in Plat Book 35, Page 56 of the public records of Brevard County, Florida:

BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT 6, THENCE NORTH 00° 06' 26" WEST ALONG THE WEST LINE OF SAID TRACT 6, SAID LINE ALSO BEING THE WEST LINE OF SAID NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER FOR A DISTANCE OF 1332.80 FEET; THENCE SOUTH 88° 39' 51" EAST CONTINUING ALONG SAID WEST LINE OF TRACT 6 AND ALONG THE NORTH LINE OF SAID NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER FOR A DISTANCE OF 424.98 FEET; THENCE DEPARTING SAID WEST LINE AND SAID NORTH LINE, RUN SOUTH 45° 41' 36" EAST FOR A DISTANCE OF 47.93 FEET TO THE POINT OF CURVATURE OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 338.25 FEET, A CENTRAL ANGLE OF 20° 45' 55", AND WHOSE LONG CHORD BEARS SOUTH 30° 26' 26" EAST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 121.92 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 734.92 FEET, A CENTRAL ANGLE OF 11° 05' 07", AND WHOSE LONG CHORD BEARS SOUTH 08° 17' 28" EAST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 141.97 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE SOUTH 04° 38' 03" EAST FOR A DISTANCE OF 29.83 FEET; THENCE SOUTH 00° 09' 29" WEST FOR A DISTANCE OF 93.45 FEET; THENCE SOUTH 08° 41' 39" WEST FOR A DISTANCE OF 154.09 FEET; THENCE SOUTH 00° 16' 07" EAST FOR A DISTANCE OF 50.59 FEET; THENCE SOUTH 02° 56' 49" EAST FOR A DISTANCE OF 86.93 FEET; THENCE SOUTH 09° 18' 23" EAST FOR A DISTANCE OF 87.66 FEET; THENCE SOUTH 17° 09' 34" EAST FOR A DISTANCE OF 27.73 FEET; THENCE SOUTH 25° 36' 54" EAST FOR A DISTANCE OF 109.13 FEET; THENCE SOUTH 26° 12' 37" EAST FOR A DISTANCE OF 31.43 FEET; THENCE SOUTH 31° 18' 17" EAST FOR A DISTANCE OF 52.06 FEET; THENCE SOUTH 27° 13' 44" EAST FOR A DISTANCE OF 53.18 FEET; THENCE SOUTH 29° 37' 13" EAST FOR A DISTANCE OF 237.85 FEET; THENCE SOUTH 30° 34' 22" EAST FOR A DISTANCE OF 48.01 FEET; THENCE SOUTH 28° 46' 14" EAST FOR A DISTANCE OF 78.73 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 6, SAID LINE ALSO BEING THE SOUTH LINE OF SAID NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER; THENCE NORTH 88° 47' 47" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 837.33 FEET TO THE POINT OF BEGINNING.

EXHIBIT D

Brevard County Drainage Responsibilities

- All drainage pipes and structures under the public roadways
- The type “G” inlet located in Tract 1 as shown in Plat Book 35, Page 56 in the public records of Brevard County, Florida, and within the Hall Road right of way and pipe heading east
- Lot line pipes that serve roadway drainage within the following drainage easements:
 - Lots 4 & 5: 7.5’ along each side of the shared lot line. Drainage Easement 15’ total width.
 - Lots 7 & 8: 10’ along each side of the shared lot line. Drainage Easement 20’ total width.
 - Lots 14 & 15: 7.5’ along each side of the shared lot line. Drainage Easement 15’ total width.
 - Lots 20 & 21: 7.5’ along each side of the shared lot line. Drainage Easement 15’ total width.
 - Lots 25 & 26: 10’ along each side of the shared lot line. Drainage Easement 20’ total width.
 - Lots 28 & 29: 10’ along each side of the shared lot line. Drainage Easement 20’ total width.
 - Lots 35 & 36: Portion of Tract 3 between Lots 35 and 36, and 7.5’ along each side lot line abutting Tract 3. Drainage Easement 35.01’ total width.
 - Lots 40 & 41: 10’ along each side of the shared lot line. Drainage Easement 20’ total width.
 - Lots 102 & 103: 10’ along each side of the shared lot line. Drainage Easement 20’ total width.
 - Lots 106 & 107: 10’ along each side of the shared lot line. Drainage Easement 20’ total width.
 - Lots 111 & 112: 10’ along each side of the shared lot line. Drainage Easement 20’ total width.
 - Lots 117 & 118: 10’ along each side of the shared lot line. Drainage Easement 20’ total width.
 - Lots 123 & 124: 10’ along each side of the shared lot line. Drainage Easement 20’ total width.
 - Lots 134 & 135: 10’ along each side of the shared lot line. Drainage Easement 20’ total width.
 - Lots 139 & 140: 10’ along each side of the shared lot line. Drainage Easement 20’ total width.
 - Lots 155 & 156: 10’ along each side of the shared lot line. Drainage Easement 20’ total width.

- Lots 161 & 162: Tract B between Lots 161 and 162; 7.5' along Lot 161 side lot line abutting Tract B; and 10' along Lot 162 side lot line abutting Tract B. Drainage Easement 37.5' total width.
- Lots 167 & 168: 10' along each side of the shared lot line. Drainage Easement 20' total width.
- Lots 172 & 173: 10' along each side of the shared lot line. Drainage Easement 20' total width.
- Lots 177 & 178: 10' along each side of the shared lot line. Drainage Easement 20' total width.
- Lots 179 & 180: 10' along each side of the shared lot line. Drainage Easement 20' total width.
- Lots 183 & 184: 10' along each side of the shared lot line. Drainage Easement 20' total width.
- Lots 189 & 190: 10' along each side of the shared lot line. Drainage Easement 20' total width.
- Lots 198 & 199: 10' along each side of the shared lot line. Drainage Easement 20' total width.
- Lots 202 & 203: 10' along each side of the shared lot line. Drainage Easement 20' total width.
- Lots 208 & 209: 10' along each side of the shared lot line. Drainage Easement 20' total width.
- Lots 236 & 288: Tract C between Lots 236 and 288; 7.5' along Lot 236 side lot line abutting Tract C; and 10' along Lot 288 side lot line abutting Tract C. Drainage Easement 37.63' total width.
- Lots 243 & 244: 10' along each side of the shared lot line. Drainage Easement 20' total width.
- Lots 249 & 250: 10' along each side of the shared lot line. Drainage Easement 20' total width.
- Lots 253 & 254: 10' along each side of the shared lot line. Drainage Easement 20' total width.
- Lots 258 & 259: 10' along each side of the shared lot line. Drainage Easement 20' total width.
- Lots 262 & 263: 10' along each side of the shared lot line. Drainage Easement 20' total width.
- Lots 265 & 266: 10' along each side of the shared lot line. Drainage Easement 20' total width.
- Lots 269 & 270: 10' along each side of the shared lot line. Drainage Easement 20' total width.
- Lots 274 & 275: 10' along each side of the shared lot line. Drainage Easement 20' total width.

- Lots 280 & 281: 10' along each side of the shared lot line. Drainage Easement 20' total width.

EXHIBIT E

REVOLVING LINE OF CREDIT NOTE

Principal Amount:
\$1,200,000.00

Interest Rate:
2.75% Simple interest

CDD:
Savannahs at Sykes Creek Community Development District

COUNTY:
Brevard County Board of County Commissioners

FOR VALUE RECEIVED, Savannahs at Sykes Creek Community Development District (“CDD”) promises to pay to Brevard County Board of County Commissioners (the “COUNTY”), the principal sum of One Million Two Hundred Thousand Dollars (\$1,200,000.00) or the aggregate unpaid principal amount of all advances made by COUNTY to CDD pursuant to the terms of this Note, whichever is less, together with interest thereon from the date each advance is made until paid in full, at an interest rate of two and three quarters percent (2.75%) simple interest per annum (the “Interest Rate”). Interest will be calculated on a basis of a 360-day year and charged for the actual number of days elapsed. The proceeds from the line of credit shall only be used for the operation and maintenance of the Savannahs Golf Course which is more particularly described in Exhibit A of this Note (“Savannahs Golf Course”).

Definitions: The following term shall have the meanings set forth below:

Advance – Each disbursement of proceeds under this Note.

1.

Maturity. The principal, any unpaid accrued interest and other charges and fees, shall be due and payable fifteen (15) years from May 22, 2018 (the “Maturity Date”). Notwithstanding the foregoing, the entire unpaid principal sum of this Note, together with accrued and unpaid interest thereon, shall become immediately due and payable upon an event of default as set forth herein.

2.

Draw Termination Date. No Advances shall be drawn after May 22, 2020 (“Draw Termination Date”).

3.

Interest. All sums advanced pursuant to this Note shall bear interest from the date each Advance is made until paid in full at an interest rate of two and three quarters percent (2.75%) simple interest per annum (the "Interest Rate"). Interest will be calculated on a basis of a 360-day year and charged for the actual number of days elapsed.

4.

Default Interest. Notwithstanding the foregoing, upon the occurrence of an event of default hereunder, the Interest Rate shall immediately increase to the highest rate allowable under applicable law, and shall continue at such rate, both before and after judgment, until the Credit Line has been repaid in full and all of CDD's other obligations to COUNTY hereunder have been fully paid and discharged.

5.

Interest Payments; Repayment. All Interest on the then outstanding principal balance shall be paid on an annual basis commencing 90 days after July 1, 2018, and continuing each October 1 thereafter. The entire unpaid principal balance, together with any unpaid accrued interest and other unpaid charges or fees hereunder, shall be due and payable on the Maturity Date. Payment shall be made to the COUNTY at such place as the COUNTY may, from time to time, designate in lawful money of the United States of America. All payments received hereunder shall be applied as follows: first, to any late charge; second, to any costs or expenses incurred by COUNTY in collecting such payment or to any other unpaid charges or expenses due hereunder; third, to accrued interest; fourth, to principal; and fifth, the balance; provided, however, upon occurrence of an event of default, the COUNTY may, in its discretion, change the priority of the application of payments as it deems appropriate. CDD may prepay principal and/or interest at any time without penalty.

The failure to remit any monetary amounts owed by CDD under the terms of this Note, within fifteen (15) business days after receipt of written notice of default from COUNTY that the same are due, shall constitute an event of default.

The revolving line of credit is being provided to the CDD in consideration of its intent to lease the Savannahs Golf Course for a term of at least 25 years from the Savannahs at Sykes Creek Homeowners' Association and to use the proceeds from this Note for the operation and maintenance of the Savannahs Golf Course. The termination or expiration of any lease agreement between the Savannahs at Sykes Creek Homeowners' Association and the CDD to lease the Savannahs Golf Course shall constitute an event of default.

6.

Prepayment. CDD may pre-pay the sums due under this Note, in whole or in part, at any time from time to time, without penalty or premium.

7.

Collateral; Security. As security for all obligations of CDD to COUNTY, this Note shall be secured by a bond equal to One Million Two Hundred Thousand Dollars (\$1,200,000.00). In case of an event of default the COUNTY shall have the rights to call the bond and demand satisfaction for unpaid principal or interest from the Surety.

Before receiving an Advance from COUNTY, the CDD shall provide to COUNTY a certified copy of the recorded bond or bonds, as required by COUNTY. The COUNTY shall not make any payment to the CDD until the CDD has complied with this paragraph. The surety bond(s) shall be in amounts at least equal to One Million Two Hundred Thousand dollars (\$1,200,000.00) and in such form and with such sureties as are acceptable to COUNTY. CDD shall ensure that the executed copy of the bond form is complete. These bond(s) shall remain in effect at least until one year after the date when final payment becomes due. All bonds shall be in the forms prescribed by law or regulation and shall be executed by such sureties licensed to do business in Florida, to the COUNTY's satisfaction. All bonds signed by an agent must be accompanied by a certified copy of the Power of Attorney.

The surety company shall have a minimum A.M. Best's financial size category ranking of VI, and the agent countersigning the bond shall be resident in the State of Florida.

8.

Default. Upon and after the occurrence of an event of default (as set forth herein) or other material breach of the Note, unless such event of default or breach is waived, this Note may, at the option of COUNTY and without further demand, notice or legal process of any kind, be declared by COUNTY, and in such case shall immediately become, due and payable.

9.

Waiver. Demand, presentment, protest and notice of non-payment and protest, notice of intention to accelerate maturity, notice of acceleration of maturity and notice of dishonor are hereby waived by CDD. Subject to the terms of the Note, COUNTY may extend the time of payment of this Note, postpone the enforcement hereof, grant any indulgences, release any party primarily or secondarily liable hereon, or agree to any subordination of CDD's obligations hereunder without affecting or diminishing COUNTY's right of recourse against CDD, which right is hereby expressly reserved.

10.

Transfer; Successors and Assigns. The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Notwithstanding the foregoing, the COUNTY may not assign, pledge, or otherwise transfer this Note without the prior written consent of the CDD. Subject to the preceding sentence, this Note may be transferred only upon surrender of the original Note for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer in form satisfactory to the CDD. Thereupon, a new note for the same principal amount and interest will be issued to, and registered in the name of, the transferee.

11.

Governing Law. This Note and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Florida, without giving effect to principles of conflicts of law. Venue for any legal action brought by any party to this Note to interpret, construe or enforce this Note shall be in a court of competent jurisdiction in and for Brevard County, Florida. COUNTY AND CDD HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ARISING OUT OF OR RELATING TO THIS NOTE.

12.

Notices. All notices, requests, demands and other communications under this Note, shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given or within five (5) business days if mailed to the party to whom notice is to be given, by first-class mail, registered, or certified, postage prepaid and properly addressed as follows:

If to the CDD, addressed to: 137 S. Courtenay Parkway #683
Merritt Island, FL 32952

If to COUNTY, addressed to: Brevard County Attorney's Office
2725 Judge Fran Jamieson Way
Viera, FL 32940

Any notice mailed to any party hereunder will be deemed effective within five (5) business days of deposit in the United States mail.

13.

Amendments and Waivers. The terms of this Note may be amended only in writing signed by CDD and COUNTY. This Note constitutes and contains the entire agreement between and among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, promises and understandings, whether written or oral, proposed or otherwise, regarding the subject matter hereof.

14.

Counterparts; Facsimile Signatures. This Note may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Facsimile signatures shall be sufficient for execution of this Note.

15.

Action to Collect on Note. If action is instituted to collect on this Note, the CDD promises to pay all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

16.

Loss of Note. Upon receipt by the CDD of evidence satisfactory to it of the loss, theft, destruction or mutilation of this Note or any Promissory Note exchanged for it, and indemnity satisfactory to the CDD (in case of loss, theft or destruction) or surrender and cancellation of such Note (in the case of mutilation), the CDD will make and deliver in lieu of such Note a new Note of like tenor.

17.

Other Parties Liable. All promises, waivers, agreements and conditions applicable to CDD shall likewise be applicable to and binding upon any other parties primarily or secondarily liable for the payment of this Note, including all guarantors, endorsers and sureties.

18.

Severability. If any clause or provision of this Note is illegal, invalid or unenforceable under present or future laws (the deletion of which would not adversely affect the receipt of any material benefit or substantially increase the burden of any part hereto) effective during this Note, then and in that event, it is the intention of the parties that the remainder of this Note shall not be affected. All rights, powers, and privileges conferred by this Note upon the parties shall be cumulative but not restricted to those given by law.

IN WITNESS WHEREOF, this Revolving Line of Credit Note is executed as of

_____.

Signed, sealed and delivered
in the presence hereof:

CDD:

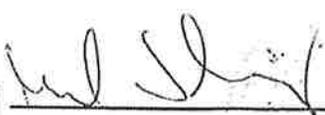
Savannahs at Sykes Creek Community
Development District

Print Name: _____

Print Name: _____

By: _____
(As approved by the Board on _____.)
Attest: _____

EXHIBIT A TO EXHIBIT E

LEGAL DESCRIPTION SAVANNAHS GOLF COURSE PARCEL PARENT PARCELS ID#: 24-36-01-OK-3, 24-36-01-75-A, 24-36-01-75-B, 24-36-01-75-C, 24-36-01-75-D, 24-36-01-75-E, 24-36-12-OK-A, 24-36-12-OK-B, PURPOSE: FEE SIMPLE CONVEYANCE		EXHIBIT "A" SHEET 1 OF 7 NOT VALID WITHOUT SHEETS 2-7 OF 7 THIS IS NOT A SURVEY SEE SURVEYORS NOTE #1. SHEET 2 OF 7									
LEGAL DESCRIPTION: SAVANNAHS GOLF COURSE PARCEL (BY SURVEYOR)											
A PARCEL OF LAND BEING TRACTS 3, 5, 7 AND A PORTION OF TRACT 6 OF THE SAVANNAHS P.U.D., ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGE 56 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH TRACTS A, B, C, D, AND E OF THE SAVANNAHS PHASE II P.U.D., ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36, PAGE 30, AND TOGETHER WITH TRACTS A AND B OF THE SAVANNAHS PHASE III P.U.D., ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 37 PAGE 6, AND BEING LOCATED WITHIN THE EAST ONE-HALF OF SECTION 1 AND WITHIN THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 12, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA;											
LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS WITHIN SAID TRACT 6:											
BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT 6, THENCE NORTH 00° 06' 26" WEST ALONG THE WEST LINE OF SAID TRACT 6, SAID LINE ALSO BEING THE WEST LINE OF SAID NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER FOR A DISTANCE OF 1332.80 FEET; THENCE SOUTH 88° 39' 51" EAST CONTINUING ALONG SAID WEST LINE OF TRACT 6 AND ALONG THE NORTH LINE OF SAID NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER FOR A DISTANCE OF 424.98 FEET; THENCE DEPARTING SAID WEST LINE AND SAID NORTH LINE, RUN SOUTH 45° 41' 36" EAST FOR A DISTANCE OF 47.93 FEET TO THE POINT OF CURVATURE OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 338.25 FEET, A CENTRAL ANGLE OF 20° 45' 55", AND WHOSE LONG CHORD BEARS SOUTH 30° 28' 26" EAST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 121.92 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 734.92 FEET, A CENTRAL ANGLE OF 11° 05' 07", AND WHOSE LONG CHORD BEARS SOUTH 08° 17' 28" EAST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 141.97 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE SOUTH 04° 38' 03" EAST FOR A DISTANCE OF 29.83 FEET; THENCE SOUTH 00° 09' 29" WEST FOR A DISTANCE OF 93.45 FEET; THENCE SOUTH 08° 41' 39" WEST FOR A DISTANCE OF 154.09 FEET; THENCE SOUTH 00° 16' 07" EAST FOR A DISTANCE OF 50.59 FEET; THENCE SOUTH 02° 56' 49" EAST FOR A DISTANCE OF 86.93 FEET; THENCE SOUTH 09° 18' 23" EAST FOR A DISTANCE OF 87.66 FEET; THENCE SOUTH 17° 09' 34" EAST FOR A DISTANCE OF 27.73 FEET; THENCE SOUTH 25° 36' 54" EAST FOR A DISTANCE OF 109.13 FEET; THENCE SOUTH 26° 12' 37" EAST FOR A DISTANCE OF 31.43 FEET; THENCE SOUTH 31° 18' 17" EAST FOR A DISTANCE OF 52.06 FEET; THENCE SOUTH 27° 13' 44" EAST FOR A DISTANCE OF 53.18 FEET; THENCE SOUTH 29° 37' 13" EAST FOR A DISTANCE OF 237.85 FEET; THENCE SOUTH 30° 34' 22" EAST FOR A DISTANCE OF 48.01 FEET; THENCE SOUTH 28° 46' 14" EAST FOR A DISTANCE OF 78.73 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 6, SAID LINE ALSO BEING THE SOUTH LINE OF SAID NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER; THENCE NORTH 88° 47' 47" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 837.33 FEET TO THE POINT OF BEGINNING.											
THE AREA OF THE SAVANNAHS GOLF COURSE PARCEL AS DESCRIBED ABOVE AND SHOWN HEREIN IS 150.76 ACRES (6,567,209 SQUARE FEET), MORE OR LESS.											
UNLESS OTHERWISE INDICATED, ALL PUBLIC RECORDS REFER TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE ABOVE DESCRIBED LANDS IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, COVENANTS, AND RESTRICTIONS OF RECORD. THIS SURVEYOR DID NOT PERFORM OR WAS NOT PROVIDED A SEARCH OF THE PUBLIC RECORDS; NO TITLE OPINION IS EXPRESSED OR IMPLIED.											
PREPARED FOR: BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS	 MICHAEL J. SWEENEY, PSM 4870 PROFESSIONAL SURVEYOR & MAPPER NOT VALID UNLESS SIGNED AND SEALED										
PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940 PHONE: (321) 633-2080											
DRAWN BY: R HENNING	CHECKED BY: M SWEENEY	PROJECT NO. 18-04-028									
DATE: 5/11/18	SHEET: 1 OF 1	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">REVISIONS</th> <th style="width: 20%;">DATE</th> <th style="width: 50%;">DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REVISIONS	DATE	DESCRIPTION						
REVISIONS	DATE	DESCRIPTION									
SECTIONS 1 AND 112 TOWNSHIP 24 SOUTH RANGE 36 EAST											

SURVEYOR'S NOTES
SAVANNAHS GOLF COURSE PARCEL

EXHIBIT "A"
SHEET 2 OF 7
 NOT VALID WITHOUT SHEETS 1, 3-7 OF 7
THIS IS NOT A SURVEY
SEE SURVEYORS NOTE #1

PARENT PARCELS ID# 24-36-01-OK-3, 24-36-01-75-A,
 24-36-01-75-B, 24-36-01-75-C, 24-36-01-75-D,
 24-36-01-75-E, 24-36-12-0X-A, 24-36-12-0X-B,
 PURPOSE: FEE SIMPLE CONVEYANCE

SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE 0901 (NAD83(2011)) AND REFERENCED TO THE SOUTH LINE OF SAVANNAHS P.U.D., PER PLAT BOOK 35, PAGE 56 AS BEING NORTH 88°47'47" WEST
3. ONLY RIGHTS OF WAY AND EASEMENTS SHOWN ON APPLICABLE RECORD PLATS ARE INDICATED HEREON. NO OWNERSHIP AND ENCUMBRANCE REPORT OR OTHER INFORMATION WAS FURNISHED TO THE SURVEYOR AND MAPPER.
4. REFERENCE MATERIALS:
 - a. OFFICIAL RECORDS BOOK 2976, PAGE 4792, OFFICIAL RECORDS BOOK 3199, PAGE 3791, AND OFFICIAL RECORDS BOOK 3199, PAGE 3793.
 - b. PLAT BOOK 35, PAGE 56; PLAT BOOK 36, PAGE 30; AND PLAT BOOK 37, PAGE 9 (REFERRED HEREIN AS SAID PLATS).
 - c. SPECIFIC PURPOSE SURVEY, MOSQUITO CONTROL BERM SOUTH OF HALL ROAD, PREPARED FOR BREVARD COUNTY MOSQUITO CONTROL, PREPARED BY BREVARD COUNTY SURVEYING AND MAPPING DIVISION, PROJECT NO. 17-02-032, FIELD DATE 7/27/17, LATEST REVISION 4/27/18.
5. EASEMENTS AND RIGHT OF WAYS:
 - a. A 100 FOOT WIDE FLORIDA, POWER & LIGHT EASEMENT PER OFFICIAL RECORDS BOOK 273, PAGE 377(SHOWN HEREIN).
 - b. PER SAID PLATS:
 - i. A 10 FOOT WIDE "P.U. & D.E." ALONG CERTAIN LOT LINES AS IDENTIFIED ON SAID PLATS (SHOWN HEREIN).
 - ii. "AN EASEMENT 7.50 FEET WIDE IS HEREBY RESERVED ALONG ALL FRONT, REAR, AND SIDE LOT LINES FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE, UNLESS OTHERWISE SHOWN"(NOT SHOWN HEREIN).
 - iii. SPECIFICALLY PER PLAT BOOK 37, PAGE 9; A 20.0 FOOT INGRESS - EGRESS EASEMENT ACROSS TRACT C (SHOWN HEREIN).
 - c. PER OFFICIAL RECORDS BOOK 2660, PAGE 690 (AS REFERENCED WITHIN PLAT BOOK 37, PAGE 9); "THE SPOIL BANK ROAD LOCATED ADJOINING HALL ROAD AND THE BARGE CANAL IN MERRITT ISLAND, FLORIDA, AS SHOWN ON BREVARD COUNTY MAPS IS HEREBY DECLARED TO BE A PUBLIC ROAD AS A MATTER OF LAW." IT IS NOT KNOWN WHETHER THE SPOIL BANK ROAD IS IN THE SAME LOCATION AS THE MOSQUITO CONTROL BERM, HOWEVER IT APPEARS THE MOSQUITO CONTROL BERM ADJOINS HALL ROAD AND THE BARGE CANAL.
6. AREA CALCULATIONS:

THE SAVANNAHS PUD (PLAT BOOK 35, PAGE 56):

TRACT 3:	898,748 SQUARE FEET
TRACT 5:	978,302 SQUARE FEET
REMAINDER OF TRACT 6	4,076,803 SQUARE FEET*
TRACT 7	578,890 SQUARE FEET

THE SAVANNAHS PHASE II PUD (PLAT BOOK 36, PAGE 30):

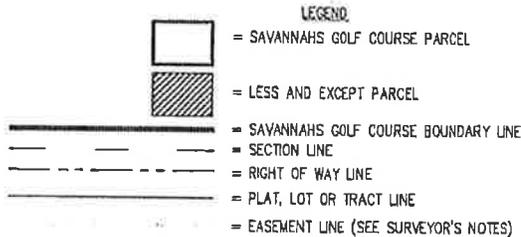
TRACT A:	4,824 SQUARE FEET
TRACT B:	2,702 SQUARE FEET
TRACT C:	2,526 SQUARE FEET
TRACT D:	2,828 SQUARE FEET
TRACT E:	16,006 SQUARE FEET

THE SAVANNAHS PHASE III PUD (PLAT BOOK 37, PAGE 9):

TRACT A:	3,059 SQUARE FEET
TRACT B:	2,721 SQUARE FEET
TOTAL	6,587,209 SQUARE FEET (150.76 ACRES)

AREA CALCULATIONS ARE BASED ON THE ACREAGE OF THE TRACTS AS STATED ON SAID RECORDED PLATS LESS AND EXCEPT THE AREA WEST OF THE EASTERLY LINE OF THE EXISTING MOSQUITO BERM.
 *(4,860,910 SQUARE FEET - 784,107 SQUARE FEET = 4,076,803 SQUARE FEET)

ABBREVIATIONS
 BC = BEGIN CURVE
 FL&L = FLORIDA POWER & LIGHT
 N/F = NOW OR FORMERLY
 ORB = OFFICIAL RECORDS BOOK
 PB = PLAT BOOK
 PC = POINT OF CURVATURE
 PI = POINT OF INTERSECTION
 PU & DE = PUBLIC UTILITY AND DRAINAGE EASEMENT
 R = RANGE OR RADIUS
 R/W = RIGHT OF WAY
 SEC = SECTION
 SQ FT = SQUARE FEET
 T = TOWNSHIP



PREPARED BY: BREVARD COUNTY PUBLIC WORKS
 SURVEYING AND MAPPING DIVISION
 ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220,
 VERA, FLORIDA 32940
 PHONE: (321) 833-2080

SCALE:
 NOT APPLICABLE
 PROJECT NO.:
 18-04-082

SECTIONS 1 AND 12
 TOWNSHIP 24 SOUTH
 RANGE 36 EAST

KEY MAP

SAVANNAHS GOLF COURSE PARCEL

PARENT PARCELS ID#: 24-36-01-0K-3, 24-36-01-75-A, 24-36-01-75-B, 24-36-01-75-C, 24-36-01-75-D, 24-36-01-75-E, 24-36-12-0X-A, 24-36-12-0X-B, PURPOSE: FEE SIMPLE CONVEYANCE

GRAPHIC SCALE

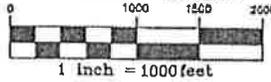


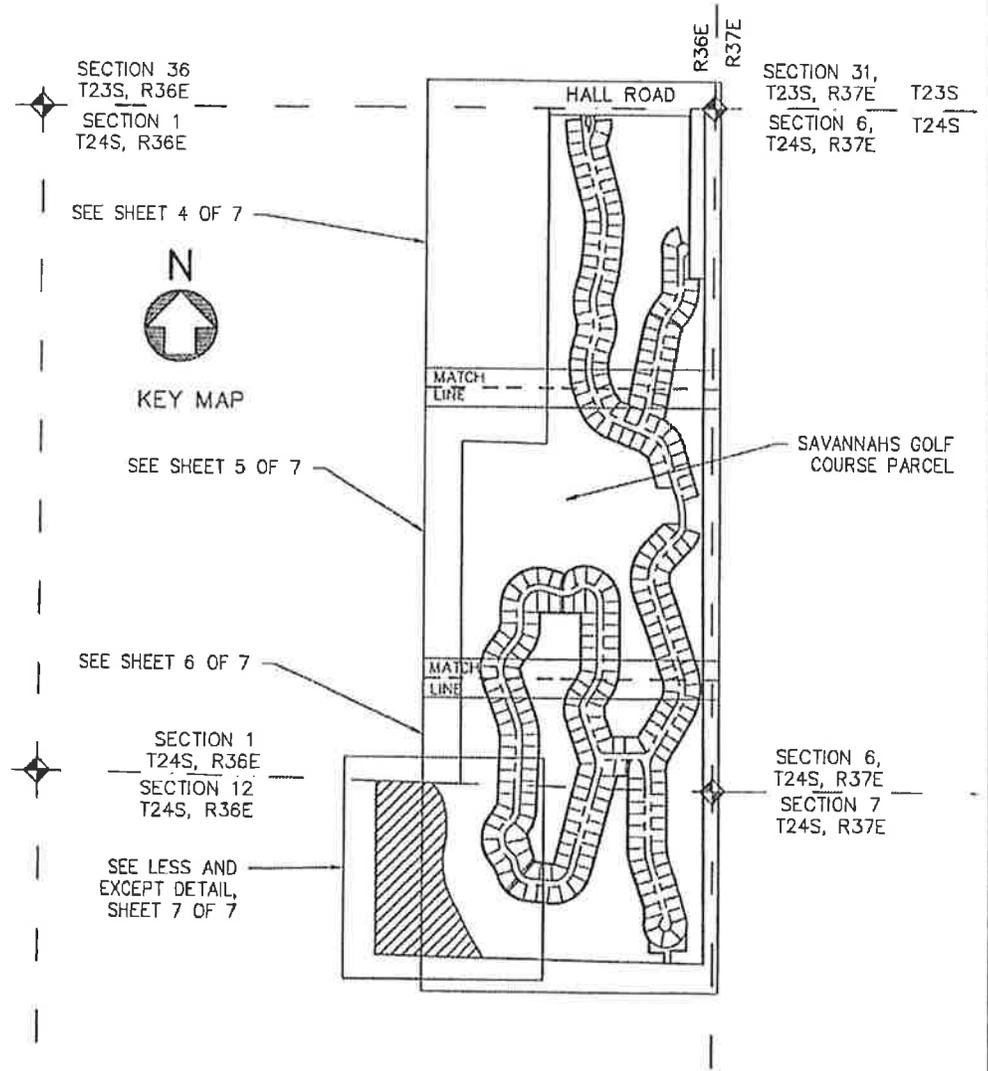
EXHIBIT "A"

SHEET 3 OF 7

NOT VALID WITHOUT SHEETS 1- 2, 4-7 OF 7

THIS IS NOT A SURVEY

SEE SURVEYORS NOTE #1



PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 833-2080

SCALE: 1" = 1000'
PROJECT NO.: 18-04-082

SECTIONS 1 AND 12
TOWNSHIP 24 SOUTH
RANGE 36 EAST

**SKETCH OF DESCRIPTION
SAVANNAHS GOLF COURSE PARCEL**

PARENT PARCELS OF: 24-36-01-0X-3, 24-36-01-75-A,
24-36-01-75-B, 24-36-01-75-C, 24-36-01-75-D,
24-36-01-75-E, 24-36-12-0X-A, 24-36-12-0X-B,
PURPOSE: FEE SIMPLE CONVEYANCE

GRAPHIC SCALE

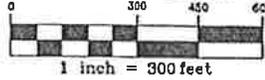


EXHIBIT "A"

SHEET 4 OF 7
NOT VALID WITHOUT SHEET 1-3, 5-7 OF 7
THIS IS NOT A SURVEY
SEE SURVEYORS NOTE #1

SECTION 36
T23S, R36E
SECTION 1
T24S, R36E

50' WIDE
R/W PER
PB 35,
PAGE 56

NORTH LINE SEC 1

HALL ROAD



OWNERS: N/F TEEN MISSIONS INTERNATIONAL INC
PARCEL ID: 24-36-01-00-3
ORB 1511 PAGE 0918

R/W LINE
TRACT 3,
THE SAVANNAHS
P.U.D.
PER PB 35,
PAGE 56

OWNERS: N/F SAVANNAHS AT SWISS
CRESCENT OWNERS ASSOC INC (TRACT 4)
PARCEL ID: 24-36-01-00-4
ORB 3309, PAGE 328

REMAINDER OF TRACT 6,
THE SAVANNAHS P.U.D.
PER PB 35, PAGE 56

PARCEL ID: 24-36-01-00-9
ORB 2526, PAGE 2972

TRACT 5, THE
SAVANNAHS P.U.D.
PER PB 35, PAGE 56

SECTION 6, T24S, R37E

SAND RIDGE DRIVE

PARCEL ID: 24-36-12-00-03

MATCH LINE
SEE SHEET 5 OF 7



PREPARED BY: BREVARD COUNTY PUBLIC WORKS
SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220,
VIERA, FLORIDA 32940
PHONE: (321) 633-2080

SCALE:
1" = 300'
PROJECT NO.:
18-04-062

SECTIONS 1 AND 12
TOWNSHIP 24 SOUTH
RANGE 38 EAST

SKETCH OF DESCRIPTION

SAVANNAHS GOLF COURSE PARCEL

PARENT PARCELS ID# 24-36-01-0K-3, 24-36-01-75-A,
24-36-01-75-B, 24-36-01-75-C, 24-36-01-75-D,
24-36-01-75-E, 24-36-12-0X-A, 24-36-12-0X-B,
PURPOSE: FEE SIMPLE CONVEYANCE

GRAPHIC SCALE

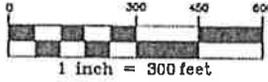


EXHIBIT "A"

SHEET 5 OF 7
NOT VALID WITHOUT SHEETS 1-4, 6-7 OF 7

THIS IS NOT A SURVEY

SEE SURVEYORS NOTE #1

MATCH LINE
SEE SHEET 4 OF 7



REMAINDER OF TRACT 6,
THE SAVANNAHS P.U.D.
PER PB 35, PAGE 56

TRACT A, THE
SAVANNAHS PHASE II
P.U.D.
PER PB 36, PAGE 30

TRACT B, THE
SAVANNAHS PHASE II
P.U.D.
PER PB 36, PAGE 30

TRACT 5, THE
SAVANNAHS P.U.D.
PER PB 35, PAGE 56

TRACT C, THE
SAVANNAHS PHASE II
P.U.D.
PER PB 36, PAGE 30

TRACT 7,
THE
SAVANNAHS
P.U.D.
PER PB 35,
PAGE 56

SAVANNAHS TRAIL

SAVANNAHS TRAIL

OWNERS: N/F TEEN MISSIONS INTERNATIONAL INC
PARCEL ID: 24-36-01-00-3
ORB 1511 PAGE 0918

MATCH LINE
SEE SHEET
6 OF 7

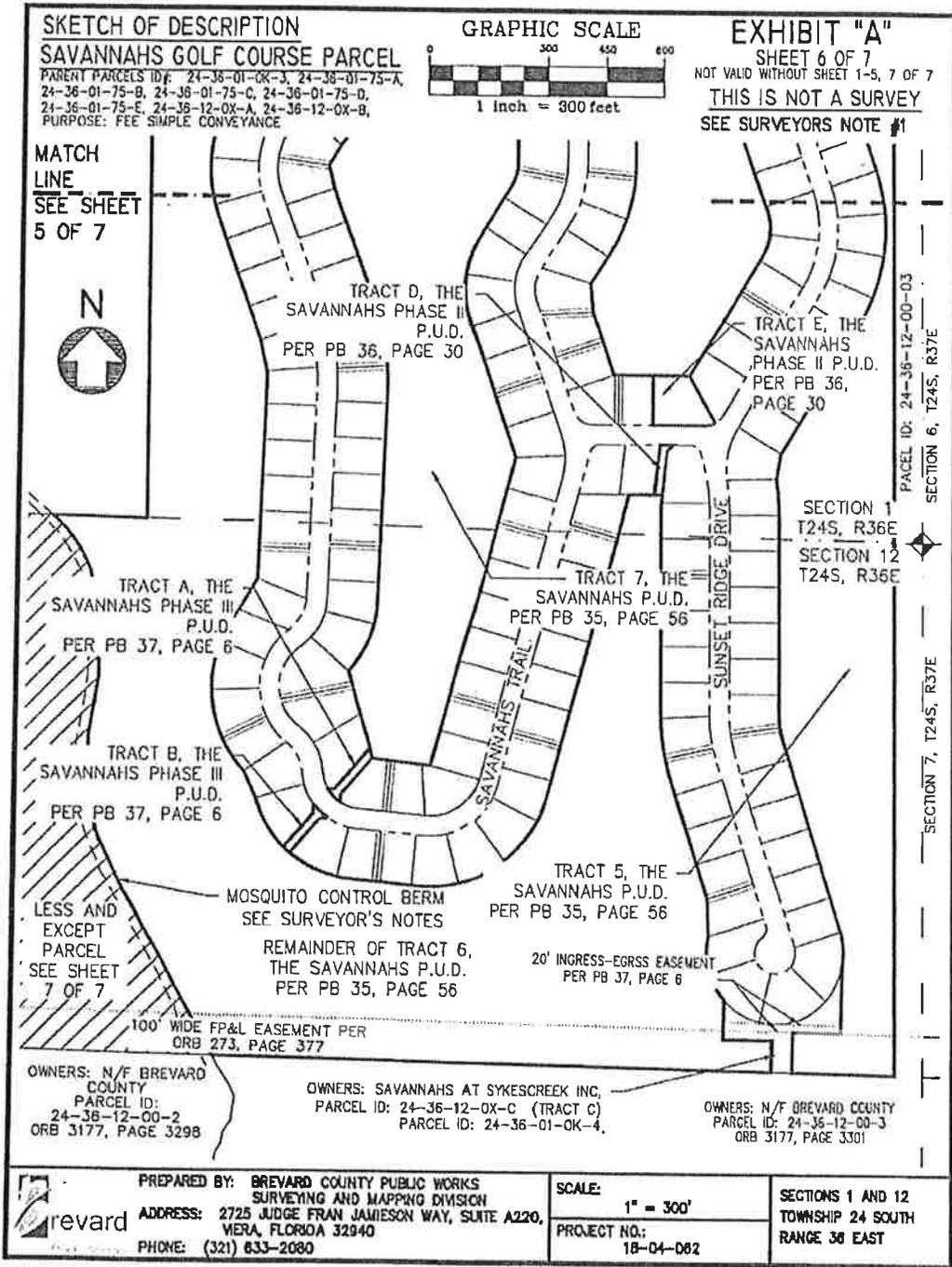
PACEL ID: 24-36-12-00-03
SECTION 6, T24S, R37E



PREPARED BY: BREVARD COUNTY PUBLIC WORKS
SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAY JAMIESON WAY, SUITE A220,
VIERA, FLORIDA 32940
PHONE: (321) 833-2080

SCALE:
1" = 300'
PROJECT NO.:
18-04-002

SECTIONS 1 AND 12
TOWNSHIP 24 SOUTH
RANGE 36 EAST



**SKETCH OF DESCRIPTION
LESS AND EXCEPT PARCEL**

PARENT PARCELS ID: 24-36-01-0K-3, 24-36-01-75-A,
24-36-01-75-B, 24-36-01-75-C, 24-36-01-75-D,
24-36-01-75-E, 24-36-12-0X-A, 24-36-12-0X-B,
PURPOSE: FEE SIMPLE CONVEYANCE

GRAPHIC SCALE

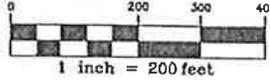
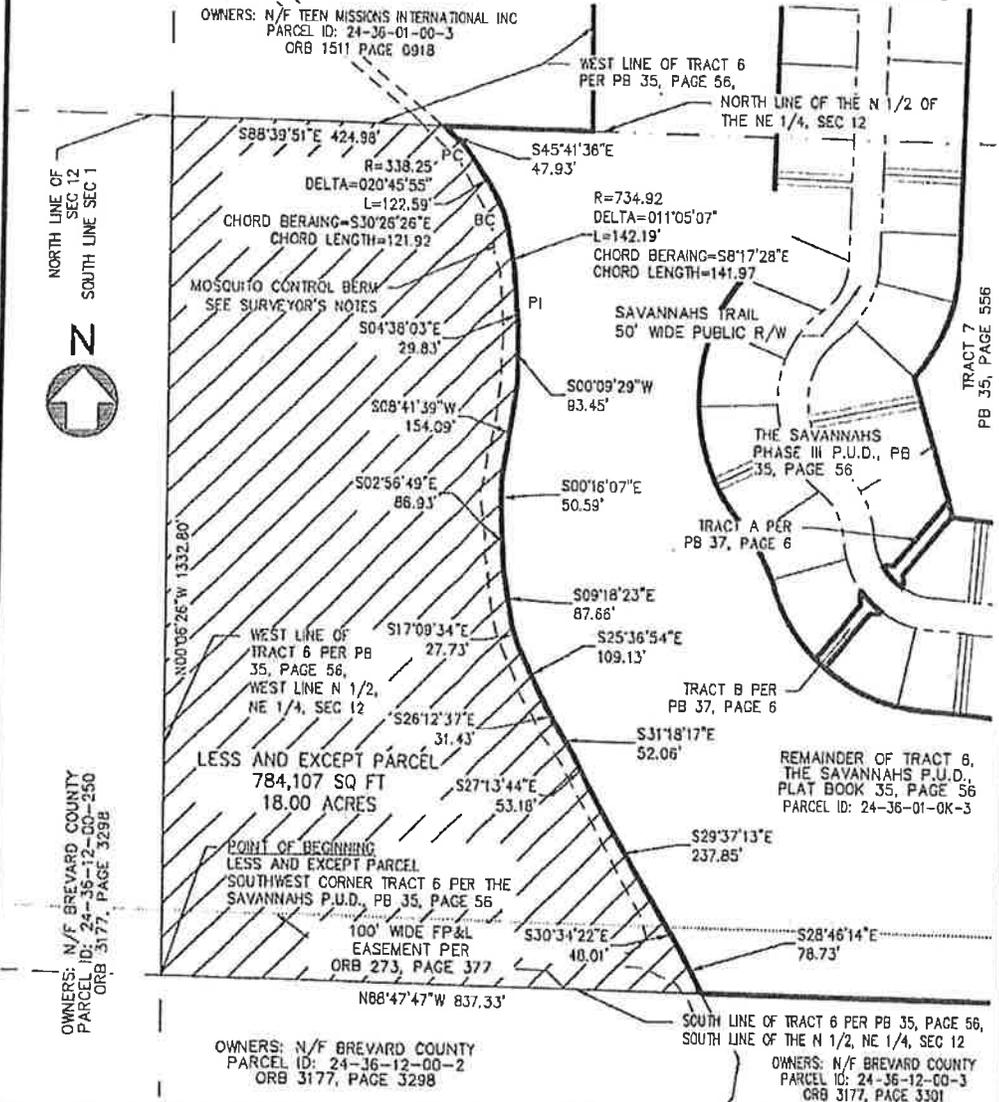


EXHIBIT "A"

SHEET 7 OF 7
NOT VALID WITHOUT SHEET 1-6 OF 7
THIS IS NOT A SURVEY
SEE SURVEYORS NOTE #1



<p>PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940 PHONE: (321) 633-2080</p>	<p>SCALE: 1" = 200'</p>	<p>SECTIONS 1 AND 12 TOWNSHIP 24 SOUTH RANGE 36 EAST</p>
	<p>PROJECT NO.: 18-04-062</p>	

EXHIBIT F

GUARANTY AGREEMENT

This GUARANTY AGREEMENT hereinafter referred to as "Guaranty," is made as of the _____ day of _____ 2018, by THE SAVANNAHS AT SYKES CREEK HOMEOWNERS' ASSOCIATION, INC., Florida Not for Profit Corporation, hereinafter referred to as "Guarantor", for the benefit of BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY."

WHEREAS, BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County", and the Savannahs at Sykes Creek Homeowners' Association entered into an agreement through which the COUNTY abandoned the property described in Exhibit A, located at 3915 Savannah Trail, Merritt Island, FL 32953 ("Savannahs Golf Course") and the HOA accepted the Savannahs Golf Course (the Agreement being attached to this Guaranty Agreement and incorporated herein); and

WHEREAS, the Guarantor has entered into an agreement with the Savannahs at Sykes Creek Community Development District ("CDD") for the lease of the Savannahs Golf Course; and

WHEREAS, the undersigned has requested the COUNTY provide a line of credit, pursuant to the terms and conditions of the Revolving Line of Credit Note ("Note") attached herein as Exhibit B, to the CDD on the condition that the undersigned execute this Agreement as Guarantor;

NOW THEREFORE, in consideration of the execution and delivery of the attached Note by the COUNTY, and for other valuable consideration, receipt of which is hereby acknowledged by the Guarantor, it is agreed as follows:

1. The undersigned, hereby guarantees to the COUNTY the due and punctual payment of monies, interest, and costs payable under said Note, and each and every installment thereof, as well as the full, prompt, and complete performance by CDD of all covenants, conditions and provisions in the Note for which the CDD is responsible, for the full term of the Note with no less force and effect than if the undersigned were named as the CDD, and the undersigned jointly and severally will on demand pay all amounts at any time in arrears, and will make good any and all defaults occurring under the Note. COUNTY may bring an action against Guarantor to recover from Guarantor all actual damages suffered.

2. This Guaranty shall be absolute, continuing, and unlimited, and the COUNTY shall not be required to take any proceedings against the CDD, or give any notice to the undersigned before the COUNTY has the right to demand payment or performance by the undersigned on the CDD's default. This Guaranty and the liability of the undersigned hereunder shall in no way be impaired or affected by any assignment of the Note, or by any forbearance or

delay in enforcing any of the terms, conditions, covenants or provisions of the Note, or by any amendment, modification, or revision of the Note.

3. No action or proceeding brought or instituted under this Guaranty against the undersigned, and no recovery received in pursuance thereof shall be any bar or defense to any further action or proceeding that may be brought under this Guaranty due to any further default by the CDD.

4. The liability of the undersigned shall not be deemed to be waived, released, discharged, impaired or affected by reason of the release or discharge of the CDD and/or the undersigned in any receivership, bankruptcy, including Chapter VII, Chapter X, or Chapter XI bankruptcy proceedings or other reorganization proceeding under the Bankruptcy Act, or other proceeding, or the rejection or disaffirmance of the Note in any proceedings.

5. There shall be no modification of the provisions of this Guaranty unless they are in writing and signed by the undersigned and the COUNTY.

6. All of the terms, agreements and conditions of the Guaranty shall be joint and several, and shall extend to and be binding on the undersigned, their heirs, executors, administrators and assigns.

7. This Guaranty shall be governed by the law of the state of Florida. Venue for any legal action brought by any party to this Guaranty to interpret, construe or enforce this Guaranty shall be in a court of competent jurisdiction in and for Brevard County, Florida. COUNTY AND GUARANTOR HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ARISING OUT OF OR RELATING TO THIS GUARANTY.

8. In the event of any legal action to enforce the terms of this Guaranty, each party shall bear its own attorneys' fees and costs.

9. Guarantor shall comply with all applicable Federal, State and County rules and laws.

10. Notice under this Guaranty shall be given to the County by mailing written notice, postage prepaid to Brevard County Attorney's Office, 2725 Judge Fran Jamieson Way, Viera, Florida 32940, and notice shall be given to the Guarantor by mailing written notice, postage prepaid to 137 S. Courtenay Parkway, #683, Merritt Island, FL 32952.

IN WITNESS WHEREOF, the undersigned have hereunto set their signatures and seals on [date].

[SIGNATURE PAGE FOLLOW]

GUARANTOR:
SAVANNAHS AT SYKES CREEK
HOMEOWNERS' ASSOCIATION,
a Florida Limited Liability Company

ATTEST

(CORPORATE SEAL)

By: _____
Print: _____
Title: _____
Date: _____

STATE OF FLORIDA §
COUNTY OF _____ §

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, known to me to be the person whose name is that subscribed within this Guaranty Agreement and who acknowledged before me that they executed the foregoing Guaranty Agreement.
[signature of Notary Public—State of Florida]

Notary Public, State of _____
My Commission expires: _____

Personally Known _____ or Produced Identification _____
Type of Identification Provided: _____

EXHIBIT A TO EXHIBIT F

LEGAL DESCRIPTION

Tracts 3, 5, 6 and 7, of THE SAVANNAHS, according to the plat thereof, as recorded in Plat Book 35, at Page 56/62, Public Records of Brevard County, Florida and comprising THE SAVANNAHS GOLF COURSE, Merritt Island, Florida.

EXHIBIT B TO EXHIBIT F
REVOLVING LINE OF CREDIT NOTE

Principal Amount:
\$1,200,000.00

Interest Rate:
2.75% Simple interest

CDD:
Savannahs at Sykes Creek Community Development District

COUNTY:
Brevard County Board of County Commissioners

FOR VALUE RECEIVED, Savannahs at Sykes Creek Community Development District (“CDD”) promises to pay to Brevard County Board of County Commissioners (the “COUNTY”), the principal sum of One Million Two Hundred Thousand Dollars (\$1,200,000.00) or the aggregate unpaid principal amount of all advances made by COUNTY to CDD pursuant to the terms of this Note, whichever is less, together with interest thereon from the date each advance is made until paid in full, at an interest rate of two and three quarters percent (2.75%) simple interest per annum (the “Interest Rate”). Interest will be calculated on a basis of a 360-day year and charged for the actual number of days elapsed. The proceeds from the line of credit shall only be used for the operation and maintenance of the Savannahs Golf Course which is more particularly described in Exhibit A of this Note (“Savannahs Golf Course”).

Definitions: The following term shall have the meanings set forth below:

Advance – Each disbursement of proceeds under this Note.

1.

Maturity. The principal, any unpaid accrued interest and other charges and fees, shall be due and payable fifteen (15) years from May 22, 2018 (the “Maturity Date”). Notwithstanding the foregoing, the entire unpaid principal sum of this Note, together with accrued and unpaid interest thereon, shall become immediately due and payable upon an event of default as set forth herein.

2.

Draw Termination Date. No Advances shall be drawn after May 22, 2020 (“Draw Termination Date”).

3.

Interest. All sums advanced pursuant to this Note shall bear interest from the date each Advance is made until paid in full at an interest rate of two and three quarters percent (2.75%) simple interest per annum (the "Interest Rate"). Interest will be calculated on a basis of a 360-day year and charged for the actual number of days elapsed.

4.

Default Interest. Notwithstanding the foregoing, upon the occurrence of an event of default hereunder, the Interest Rate shall immediately increase to the highest rate allowable under applicable law, and shall continue at such rate, both before and after judgment, until the Credit Line has been repaid in full and all of CDD's other obligations to COUNTY hereunder have been fully paid and discharged.

5.

Interest Payments; Repayment. All Interest on the then outstanding principal balance shall be paid on an annual basis commencing 90 days after July 1, 2018, and continuing each October 1 thereafter. The entire unpaid principal balance, together with any unpaid accrued interest and other unpaid charges or fees hereunder, shall be due and payable on the Maturity Date. Payment shall be made to the COUNTY at such place as the COUNTY may, from time to time, designate in lawful money of the United States of America. All payments received hereunder shall be applied as follows: first, to any late charge; second, to any costs or expenses incurred by COUNTY in collecting such payment or to any other unpaid charges or expenses due hereunder; third, to accrued interest; fourth, to principal; and fifth, the balance; provided, however, upon occurrence of an event of default, the COUNTY may, in its discretion, change the priority of the application of payments as it deems appropriate. CDD may prepay principal and/or interest at any time without penalty.

The failure to remit any monetary amounts owed by CDD under the terms of this Note, within fifteen (15) business days after receipt of written notice of default from COUNTY that the same are due, shall constitute an event of default.

The revolving line of credit is being provided to the CDD in consideration of its intent to lease the Savannahs Golf Course for a term of at least 25 years from the Savannahs at Sykes Creek Homeowners' Association and to use the proceeds from this Note for the operation and maintenance of the Savannahs Golf Course. The termination or expiration of any lease agreement between the Savannahs at Sykes Creek Homeowners' Association and the CDD to lease the Savannahs Golf Course shall constitute an event of default.

6.

Prepayment. CDD may pre-pay the sums due under this Note, in whole or in part, at any time from time to time, without penalty or premium.

7.

Collateral; Security. As security for all obligations of CDD to COUNTY, this Note shall be secured by a bond equal to One Million Two Hundred Thousand Dollars (\$1,200,000.00). In case of an event of default the COUNTY shall have the rights to call the bond and demand satisfaction for unpaid principal or interest from the Surety.

Before receiving an Advance from COUNTY, the CDD shall provide to COUNTY a certified copy of the recorded bond or bonds, as required by COUNTY. The COUNTY shall not make any payment to the CDD until the CDD has complied with this paragraph. The surety bond(s) shall be in amounts at least equal to One Million Two Hundred Thousand dollars (\$1,200,000.00) and in such form and with such sureties as are acceptable to COUNTY. CDD shall ensure that the executed copy of the bond form is complete. These bond(s) shall remain in effect at least until one year after the date when final payment becomes due. All bonds shall be in the forms prescribed by law or regulation and shall be executed by such sureties licensed to do business in Florida, to the COUNTY's satisfaction. All bonds signed by an agent must be accompanied by a certified copy of the Power of Attorney.

The surety company shall have a minimum A.M. Best's financial size category ranking of VI, and the agent countersigning the bond shall be resident in the State of Florida.

8.

Default. Upon and after the occurrence of an event of default (as set forth herein) or other material breach of the Note, unless such event of default or breach is waived, this Note may, at the option of COUNTY and without further demand, notice or legal process of any kind, be declared by COUNTY, and in such case shall immediately become, due and payable.

9.

Waiver. Demand, presentment, protest and notice of non-payment and protest, notice of intention to accelerate maturity, notice of acceleration of maturity and notice of dishonor are hereby waived by CDD. Subject to the terms of the Note, COUNTY may extend the time of payment of this Note, postpone the enforcement hereof, grant any indulgences, release any party primarily or secondarily liable hereon, or agree to any subordination of CDD's obligations hereunder without affecting or diminishing COUNTY's right of recourse against CDD, which right is hereby expressly reserved.

10.

Transfer; Successors and Assigns. The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Notwithstanding the foregoing, the COUNTY may not assign, pledge, or otherwise transfer this Note without the prior written consent of the CDD. Subject to the preceding sentence, this Note may be transferred only upon surrender of the original Note for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer in form satisfactory to the CDD. Thereupon, a new note for the same principal amount and interest will be issued to, and registered in the name of, the transferee.

11.

Governing Law. This Note and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Florida, without giving effect to principles of conflicts of law. Venue for any legal action brought by any party to this Note to interpret, construe or enforce this Note shall be in a court of competent jurisdiction in and for Brevard County, Florida. COUNTY AND CDD HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ARISING OUT OF OR RELATING TO THIS NOTE.

12.

Notices. All notices, requests, demands and other communications under this Note, shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given or within five (5) business days if mailed to the party to whom notice is to be given, by first-class mail, registered, or certified, postage prepaid and properly addressed as follows:

If to the CDD, addressed to: 137 S. Courtenay Parkway #683
Merritt Island, FL 32952

If to COUNTY, addressed to: Brevard County Attorney's Office
2725 Judge Fran Jamieson Way
Viera, FL 32940

Any notice mailed to any party hereunder will be deemed effective within five (5) business days of deposit in the United States mail.

13.

Amendments and Waivers. The terms of this Note may be amended only in writing signed by CDD and COUNTY. This Note constitutes and contains the entire agreement between and among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, promises and understandings, whether written or oral, proposed or otherwise, regarding the subject matter hereof.

14.

Counterparts; Facsimile Signatures. This Note may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Facsimile signatures shall be sufficient for execution of this Note.

15.

Action to Collect on Note. If action is instituted to collect on this Note, the CDD promises to pay all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

16.

Loss of Note. Upon receipt by the CDD of evidence satisfactory to it of the loss, theft, destruction or mutilation of this Note or any Promissory Note exchanged for it, and indemnity satisfactory to the CDD (in case of loss, theft or destruction) or surrender and cancellation of such Note (in the case of mutilation), the CDD will make and deliver in lieu of such Note a new Note of like tenor.

17.

Other Parties Liable. All promises, waivers, agreements and conditions applicable to CDD shall likewise be applicable to and binding upon any other parties primarily or secondarily liable for the payment of this Note, including all guarantors, endorsers and sureties.

18.

Severability. If any clause or provision of this Note is illegal, invalid or unenforceable under present or future laws (the deletion of which would not adversely affect the receipt of any material benefit or substantially increase the burden of any part hereto) effective during this Note, then and in that event, it is the intention of the parties that the remainder of this Note shall not be affected. All rights, powers, and privileges conferred by this Note upon the parties shall be cumulative but not restricted to those given by law.

IN WITNESS WHEREOF, this Revolving Line of Credit Note is executed as of

_____.

Signed, sealed and delivered
in the presence hereof:

CDD:

Savannahs at Sykes Creek Community
Development District

Print Name: _____

Print Name: _____

By: _____
(As approved by the Board on _____.)
Attest: _____

LEGAL DESCRIPTION
SAVANNAHS GOLF COURSE PARCEL

PARENT PARCELS ID#: 24-36-01-0X-3, 24-36-01-75-A,
 24-36-01-75-B, 24-36-01-75-C, 24-36-01-75-D,
 24-36-01-75-E, 24-36-12-0X-A, 24-36-12-0X-B,
 PURPOSE: FEE SIMPLE CONVEYANCE

EXHIBIT "A"

SHEET 1 OF 7
 NOT VALID WITHOUT SHEETS 2-7 OF 7
THIS IS NOT A SURVEY
 SEE SURVEYORS NOTE #1,
 SHEET 2 OF 7

LEGAL DESCRIPTION: SAVANNAHS GOLF COURSE PARCEL (BY SURVEYOR)

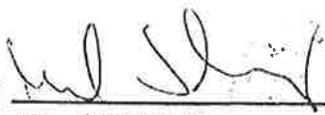
A PARCEL OF LAND BEING TRACTS 3, 5, 7 AND A PORTION OF TRACT 6 OF THE SAVANNAHS P.U.D., ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGE 56 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH TRACTS A, B, C, D, AND E OF THE SAVANNAHS PHASE II P.U.D., ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36, PAGE 30, AND TOGETHER WITH TRACTS A AND B OF THE SAVANNAHS PHASE III P.U.D., ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 37 PAGE 6, AND BEING LOCATED WITHIN THE EAST ONE-HALF OF SECTION 1 AND WITHIN THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 12, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA;

LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS WITHIN SAID TRACT 6:

BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT 6, THENCE NORTH 00° 06' 26" WEST ALONG THE WEST LINE OF SAID TRACT 6, SAID LINE ALSO BEING THE WEST LINE OF SAID NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER FOR A DISTANCE OF 1332.80 FEET; THENCE SOUTH 88° 39' 51" EAST CONTINUING ALONG SAID WEST LINE OF TRACT 6 AND ALONG THE NORTH LINE OF SAID NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER FOR A DISTANCE OF 424.98 FEET; THENCE DEPARTING SAID WEST LINE AND SAID NORTH LINE, RUN SOUTH 45° 41' 36" EAST FOR A DISTANCE OF 47.93 FEET TO THE POINT OF CURVATURE OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 338.25 FEET, A CENTRAL ANGLE OF 20° 45' 55", AND WHOSE LONG CHORD BEARS SOUTH 30° 26' 26" EAST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 121.92 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 734.92 FEET, A CENTRAL ANGLE OF 11° 05' 07", AND WHOSE LONG CHORD BEARS SOUTH 08° 17' 28" EAST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 141.97 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE SOUTH 04° 38' 03" EAST FOR A DISTANCE OF 29.83 FEET; THENCE SOUTH 00° 09' 29" WEST FOR A DISTANCE OF 93.45 FEET; THENCE SOUTH 08° 41' 39" WEST FOR A DISTANCE OF 154.09 FEET; THENCE SOUTH 00° 16' 07" EAST FOR A DISTANCE OF 50.59 FEET; THENCE SOUTH 02° 56' 49" EAST FOR A DISTANCE OF 86.93 FEET; THENCE SOUTH 09° 18' 23" EAST FOR A DISTANCE OF 87.66 FEET; THENCE SOUTH 17° 09' 34" EAST FOR A DISTANCE OF 27.73 FEET; THENCE SOUTH 25° 36' 54" EAST FOR A DISTANCE OF 109.13 FEET; THENCE SOUTH 26° 12' 37" EAST FOR A DISTANCE OF 31.43 FEET; THENCE SOUTH 31° 18' 17" EAST FOR A DISTANCE OF 52.06 FEET; THENCE SOUTH 27° 13' 44" EAST FOR A DISTANCE OF 53.18 FEET; THENCE SOUTH 29° 37' 13" EAST FOR A DISTANCE OF 237.85 FEET; THENCE SOUTH 30° 34' 22" EAST FOR A DISTANCE OF 48.01 FEET; THENCE SOUTH 28° 46' 14" EAST FOR A DISTANCE OF 78.73 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 6, SAID LINE ALSO BEING THE SOUTH LINE OF SAID NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER; THENCE NORTH 88° 47' 47" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 837.33 FEET TO THE POINT OF BEGINNING.

THE AREA OF THE SAVANNAHS GOLF COURSE PARCEL AS DESCRIBED ABOVE AND SHOWN HEREIN IS 150.76 ACRES (8,567,209 SQUARE FEET), MORE OR LESS.

UNLESS OTHERWISE INDICATED, ALL PUBLIC RECORDS REFER TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE ABOVE DESCRIBED LANDS IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, COVENANTS, AND RESTRICTIONS OF RECORD. THIS SURVEYOR DID NOT PERFORM OR WAS NOT PROVIDED A SEARCH OF THE PUBLIC RECORDS; NO TITLE OPINION IS EXPRESSED OR IMPLIED.



PREPARED FOR:
 BREVARD COUNTY BOARD OF COUNTY
 COMMISSIONERS

MICHAEL J. SWEENEY, PSM 4870
 PROFESSIONAL SURVEYOR & MAPPER
 NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
 ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VERA, FLORIDA 32940
 PHONE: (321) 633-2080



DRAWN BY: R HENNING	CHECKED BY: M SWEENEY	PROJECT NO. 18-04-028		SECTIONS 1 AND 112 TOWNSHIP 24 SOUTH RANGE 36 EAST
		REVISIONS	DATE DESCRIPTION	
DATE: 5/11/18	SHEET: 1 OF 1			

SURVEYOR'S NOTES
SAVANNAHS GOLF COURSE PARCEL

EXHIBIT "A"
SHEET 2 OF 7
 NOT VALID WITHOUT SHEETS 1, 3-7 OF 7
THIS IS NOT A SURVEY
SEE SURVEYORS NOTE #1

PARENT PARCELS ID# 24-36-01-0K-3, 24-36-01-75-A,
 24-36-01-75-B, 24-36-01-75-C, 24-36-01-75-D,
 24-36-01-75-E, 24-36-12-0X-A, 24-36-12-0X-B,
 PURPOSE: FEE SIMPLE CONVEYANCE

- SURVEYOR'S NOTES:**
- THIS SKETCH IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
 - BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE 0801 (NAD83(2011)) AND REFERENCED TO THE SOUTH LINE OF SAVANNAHS P.U.D., PER PLAT BOOK 35, PAGE 56 AS BEING NORTH 88°47'47" WEST
 - ONLY RIGHTS OF WAY AND EASEMENTS SHOWN ON APPLICABLE RECORD PLATS ARE INDICATED HEREON. NO OWNERSHIP AND ENCUMBRANCE REPORT OR OTHER INFORMATION WAS FURNISHED TO THE SURVEYOR AND MAPPER.
 - REFERENCE MATERIALS:
 - OFFICIAL RECORDS BOOK 2976, PAGE 4792, OFFICIAL RECORDS BOOK 3199, PAGE 3791, AND OFFICIAL RECORDS BOOK 3199, PAGE 3793.
 - PLAT BOOK 35, PAGE 56; PLAT BOOK 36, PAGE 30; AND PLAT BOOK 37, PAGE 9 (REFERRED HEREIN AS SAID PLATS).
 - SPECIFIC PURPOSE SURVEY, MOSQUITO CONTROL BERM SOUTH OF HALL ROAD, PREPARED FOR BREVARD COUNTY MOSQUITO CONTROL, PREPARED BY BREVARD COUNTY SURVEYING AND MAPPING DIVISION, PROJECT NO. 17-02-032, FIELD DATE 7/27/17, LATEST REVISION 4/27/18.
 - EASEMENTS AND RIGHT OF WAYS:
 - A 100 FOOT WIDE FLORIDA, POWER & LIGHT EASEMENT PER OFFICIAL RECORDS BOOK 273, PAGE 377(SHOWN HEREIN).
 - PER SAID PLATS:
 - A 10 FOOT WIDE P.U. & D.E. ALONG CERTAIN LOT LINES AS IDENTIFIED ON SAID PLATS (SHOWN HEREIN).
 - AN EASEMENT 7.50 FEET WIDE IS HEREBY RESERVED ALONG ALL FRONT, REAR, AND SIDE LOT LINES FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE, UNLESS OTHERWISE SHOWN (NOT SHOWN HEREIN).
 - SPECIFICALLY PER PLAT BOOK 37, PAGE 9; A 20.0 FOOT INGRESS - EGRESS EASEMENT ACROSS TRACT C (SHOWN HEREIN).
 - PER OFFICIAL RECORDS BOOK 2660, PAGE 690 (AS REFERENCED WITHIN PLAT BOOK 37, PAGE 9); THE SPOIL BANK ROAD LOCATED ADJOINING HALL ROAD AND THE BARGE CANAL IN MERRITT ISLAND, FLORIDA, AS SHOWN ON BREVARD COUNTY MAPS IS HEREBY DECLARED TO BE A PUBLIC ROAD AS A MATTER OF LAW. IT IS NOT KNOWN WHETHER THE SPOIL BANK ROAD IS IN THE SAME LOCATION AS THE MOSQUITO CONTROL BERM, HOWEVER IT APPEARS THE MOSQUITO CONTROL BERM ADJOINS HALL ROAD AND THE BARGE CANAL.
 - AREA CALCULATIONS:

THE SAVANNAHS PUD (PLAT BOOK 35, PAGE 56):

TRACT 3:	888,748 SQUARE FEET
TRACT 5:	978,302 SQUARE FEET
REMAINDER OF TRACT 6	4,076,803 SQUARE FEET*
TRACT 7	578,890 SQUARE FEET

THE SAVANNAHS PHASE II PUD (PLAT BOOK 36, PAGE 30):

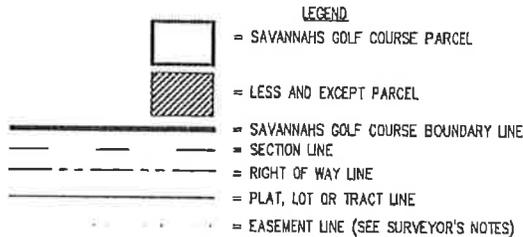
TRACT A:	4,824 SQUARE FEET
TRACT B:	2,702 SQUARE FEET
TRACT C:	2,526 SQUARE FEET
TRACT D:	2,628 SQUARE FEET
TRACT E:	15,006 SQUARE FEET

THE SAVANNAHS PHASE III PUD (PLAT BOOK 37, PAGE 9):

TRACT A:	3,059 SQUARE FEET
TRACT B:	2,721 SQUARE FEET
TOTAL	6,587,209 SQUARE FEET (150.76 ACRES)

AREA CALCULATIONS ARE BASED ON THE ACREAGE OF THE TRACTS AS STATED ON SAID RECORDED PLATS LESS AND EXCEPT THE AREA WEST OF THE EASTERLY LINE OF THE EXISTING MOSQUITO BERM.
 *(4,860,910 SQUARE FEET - 784,107 SQUARE FEET = 4,076,803 SQUARE FEET)

ABBREVIATIONS
 BC = BEACH CURVE
 FF&L = FLORIDA POWER & LIGHT
 N/F = NOW OR FORMERLY
 ORB = OFFICIAL RECORDS BOOK
 PB = PLAT BOOK
 PC = POINT OF CURVATURE
 PI = POINT OF INTERSECTION
 PU & DE = PUBLIC UTILITY AND DRAINAGE EASEMENT
 R = RANGE OR RADIUS
 R/W = RIGHT OF WAY
 SEC = SECTION
 SQ FT = SQUARE FEET
 T = TOWNSHIP



PREPARED BY: BREVARD COUNTY PUBLIC WORKS
 SURVEYING AND MAPPING DIVISION
 ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220,
 VIERA, FLORIDA 32940
 PHONE: (321) 833-2080

SCALE:
 NOT APPLICABLE
 PROJECT NO.:
 18-04-062

SECTIONS 1 AND 12
 TOWNSHIP 24 SOUTH
 RANGE 36 EAST

KEY MAP

SAVANNAHS GOLF COURSE PARCEL

PARENT PARCELS ID#: 24-36-01-0K-3, 24-36-01-75-A, 24-36-01-75-B, 24-36-01-75-C, 24-36-01-75-D, 24-36-01-75-E, 24-36-12-0X-A, 24-36-12-0X-B, PURPOSE: FEE SIMPLE CONVEYANCE

GRAPHIC SCALE

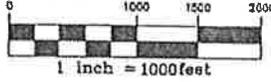


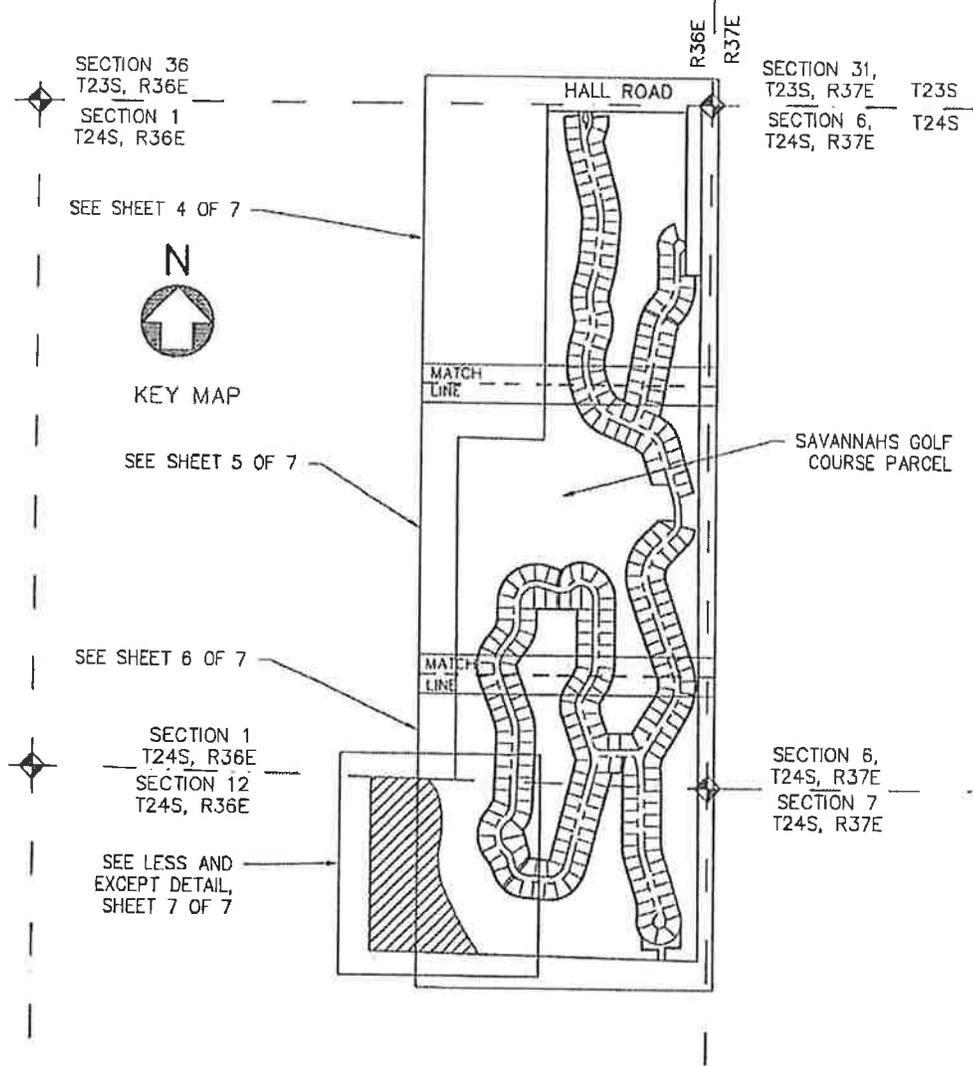
EXHIBIT "A"

SHEET 3 OF 7

NOT VALID WITHOUT SHEETS 1- 2, 4-7 OF 7

THIS IS NOT A SURVEY

SEE SURVEYORS NOTE #1



PREPARED BY: BREVARD COUNTY PUBLIC WORKS
SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220,
VIERA, FLORIDA 32940
PHONE: (321) 833-2080

SCALE: 1" = 1000'
PROJECT NO.: 18-04-082

SECTIONS 1 AND 12
TOWNSHIP 24 SOUTH
RANGE 36 EAST

SKETCH OF DESCRIPTION

SAVANNAHS GOLF COURSE PARCEL

PARENT PARCELS ID: 24-36-01-0X-3, 24-36-01-75-A,
24-36-01-75-B, 24-36-01-75-C, 24-36-01-75-D,
24-36-01-75-E, 24-36-12-0X-A, 24-36-12-0X-B,
PURPOSE: FEE SIMPLE CONVEYANCE

GRAPHIC SCALE

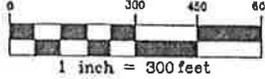
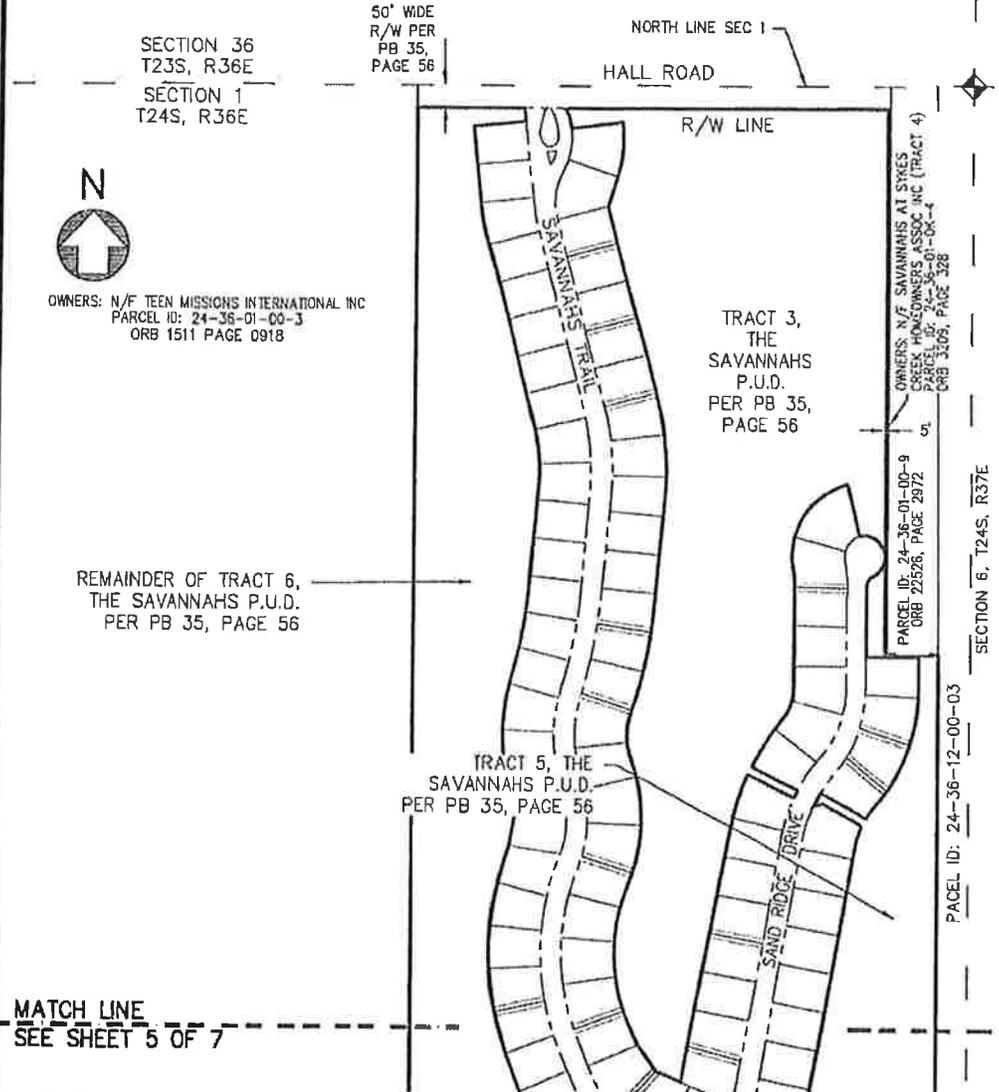


EXHIBIT "A"

SHEET 4 OF 7
NOT VALID WITHOUT SHEET 1-3, 5-7 OF 7
THIS IS NOT A SURVEY
SEE SURVEYORS NOTE #1



	PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION ADDRESS: 2725 JUDGE FRANK JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940 PHONE: (321) 833-2080	SCALE: 1" = 300' PROJECT NO.: 18-04-082	SECTIONS 1 AND 12 TOWNSHIP 24 SOUTH RANGE 36 EAST
	MATCH LINE SEE SHEET 5 OF 7		

**SKETCH OF DESCRIPTION
SAVANNAHS GOLF COURSE PARCEL**

PARENT PARCELS ID#: 24-36-01-0X-3, 24-36-01-75-A,
24-36-01-75-B, 24-36-01-75-C, 24-36-01-75-D,
24-36-01-75-E, 24-36-12-0X-A, 24-36-12-0X-B,
PURPOSE: FEE SIMPLE CONVEYANCE

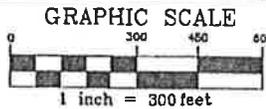


EXHIBIT "A"

SHEET 5 OF 7
NOT VALID WITHOUT SHEETS 1-4, 6-7 OF 7
THIS IS NOT A SURVEY
SEE SURVEYORS NOTE #1

MATCH LINE
SEE SHEET 4 OF 7



OWNERS: N/E TEEN MISSIONS INTERNATIONAL, INC
PARCEL ID: 24-36-01-00-3
ONE 1511 PAGE 0918

REMAINDER OF TRACT 6,
THE SAVANNAHS P.U.D.
PER PB 35, PAGE 56

TRACT A, THE
SAVANNAHS PHASE II
P.U.D.
PER PB 36, PAGE 30

TRACT B, THE
SAVANNAHS PHASE II
P.U.D.
PER PB 36, PAGE 30

TRACT 5, THE
SAVANNAHS P.U.D.
PER PB 35, PAGE 56

TRACT C, THE
SAVANNAHS PHASE II
P.U.D.
PER PB 36, PAGE 30

TRACT 7,
THE SAVANNAHS
P.U.D.
PER PB 35,
PAGE 56

SAVANNAHS TRAIL

SAVANNAHS TRAIL

PACEL ID: 24-36-12-00-03
SECTION 6, T24S, R37E

MATCH
LINE
SEE SHEET
6 OF 7



PREPARED BY: BREVARD COUNTY PUBLIC WORKS
SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220,
VERA, FLORIDA 32940
PHONE: (321) 633-2080

SCALE:
1" = 300'
PROJECT NO.:
18-04-062

SECTIONS 1 AND 12
TOWNSHIP 24 SOUTH
RANGE 36 EAST

SKETCH OF DESCRIPTION
SAVANNAHS GOLF COURSE PARCEL
 PARENT PARCELS ID: 24-36-01-OK-3, 24-36-01-75-A,
 24-36-01-75-B, 24-36-01-75-C, 24-36-01-75-D,
 24-36-01-75-E, 24-36-12-0X-A, 24-36-12-0X-B,
 PURPOSE: FEE SIMPLE CONVEYANCE

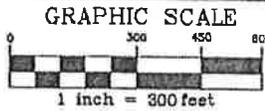
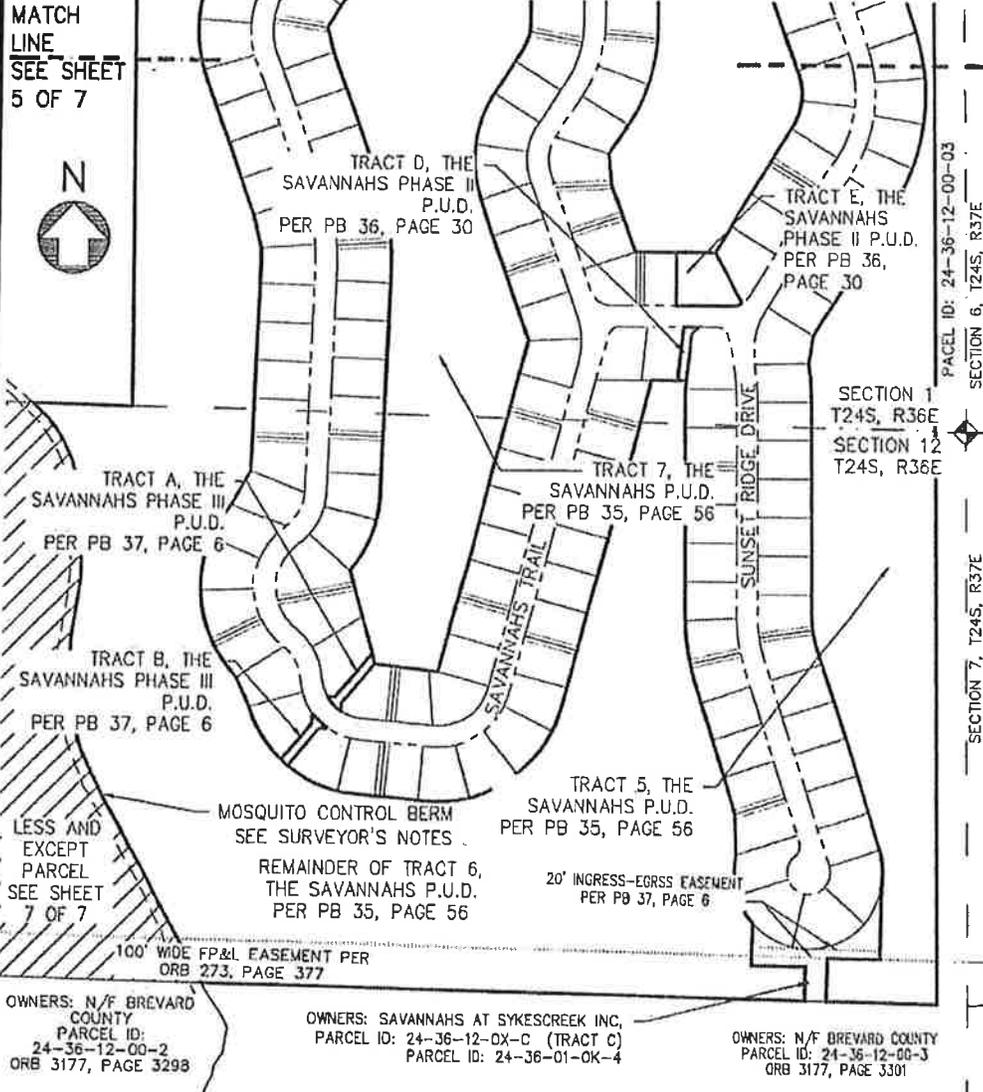


EXHIBIT "A"
 SHEET 6 OF 7
 NOT VALID WITHOUT SHEET 1-5, 7 OF 7
THIS IS NOT A SURVEY
 SEE SURVEYORS NOTE #1



	PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VERA, FLORIDA 32940 PHONE: (321) 833-2080	SCALE: 1" = 300' PROJECT NO.: 18-04-082	SECTIONS 1 AND 12 TOWNSHIP 24 SOUTH RANGE 36 EAST
--	---	--	--

**SKETCH OF DESCRIPTION
LESS AND EXCEPT PARCEL**

PARENT PARCELS ID: 24-36-01-00-3, 24-36-01-75-A,
24-36-01-75-B, 24-36-01-75-C, 24-36-01-75-D,
24-36-01-75-E, 24-36-12-00-A, 24-36-12-00-B,
PURPOSE: FEE SIMPLE CONVEYANCE

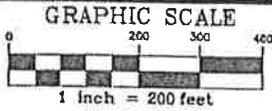
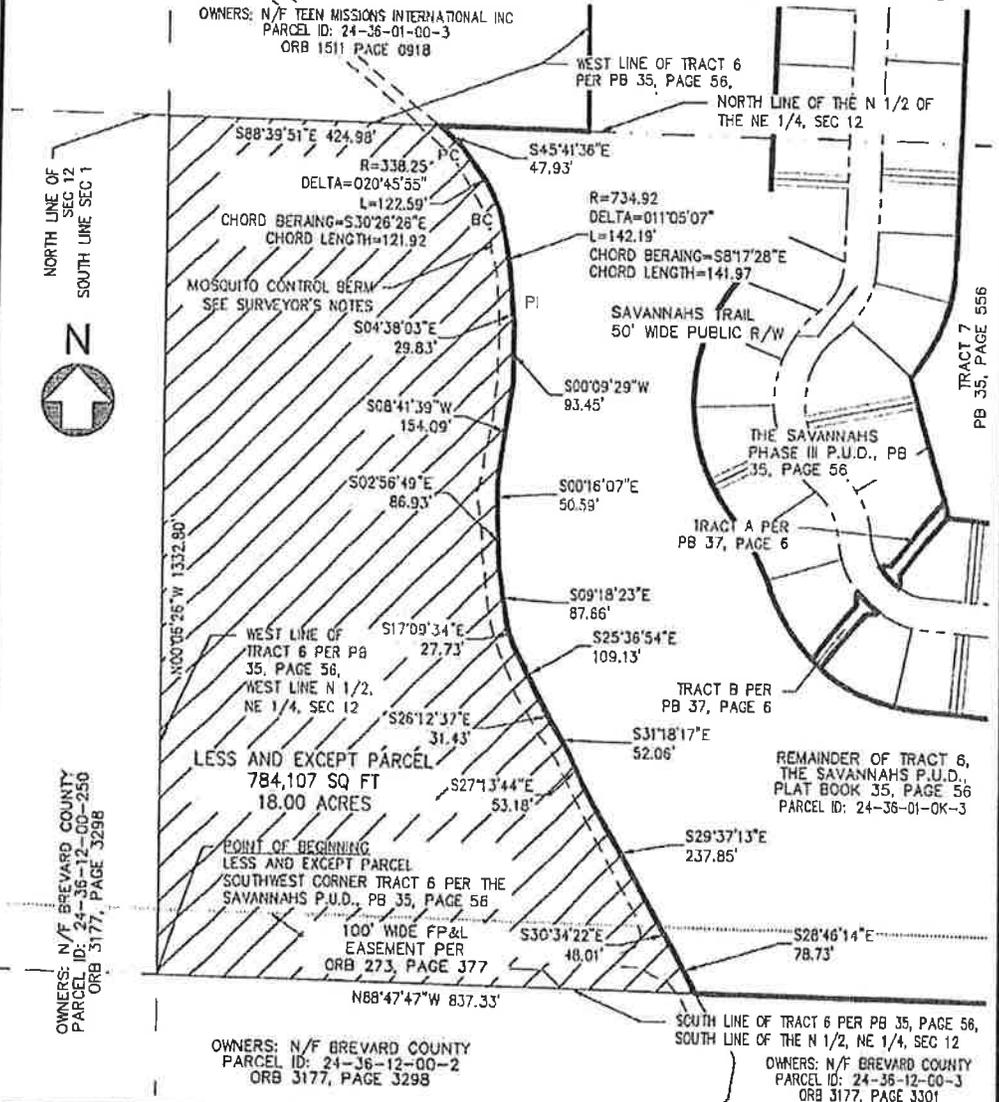


EXHIBIT "A"

SHEET 7 OF 7
NOT VALID WITHOUT SHEET 1-6 OF 7
THIS IS NOT A SURVEY
SEE SURVEYORS NOTE #1



	PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VERA, FLORIDA 32940 PHONE: (321) 833-2080	SCALE: 1" = 200' PROJECT NO.: 18-04-082	SECTIONS 1 AND 12 TOWNSHIP 24 SOUTH RANGE 36 EAST
	BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION		

FIRST AMENDMENT TO AGREEMENT

THIS AGREEMENT made and entered into this 22 day of May, 2018 by and between **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County" and **CHRISTOVICH AND ASSOCIATES, LLC**, a Florida corporation (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, Brevard County and Contractor hereto have previously entered into an Agreement with an effective date of November 1, 2017 (Agreement) which is incorporated to this Amendment and attached hereto as Exhibit "A" and;

WHEREAS, the Parties desire to amend said Agreement:

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree, as follows:

1. The recitals set forth above are, by this reference, incorporated into and deemed a part of this Agreement.
2. On June 30, 2018 the County shall terminate the Savannah's Golf Course portion of the Agreement.
3. Beginning July 1, 2018 the monthly fee due **CHRISTOVICH AND ASSOCIATES, LLC** to observe and advise the County staff on overall operations, course staff, and guest feedback for the Habitat Golf Course and Spessard Holland Golf Course shall be \$2,666.67.
4. All other terms and conditions of said Agreement shall remain in full force and effect.
5. If there is a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.
6. On August 31, 2018 both parties agree that the Agreement shall be terminated.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE MADE AND EXECUTED THIS AGREEMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

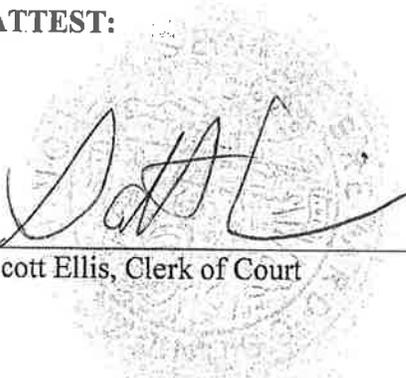
[SIGNATURE PAGES FOLLOW]

CONSULTANT:

CHRISTOVICH AND ASSOCIATES, LLC

By: _____
Greg Christovich, President

ATTEST:



Scott Ellis, Clerk of Court

COUNTY:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: _____
Rita Pritchett, Chair

As approved by the Board on 5-22-18.

Reviewed for legal form and content:

Assistant County Attorney

THIRD AMENDMENT TO AGREEMENT

THIS AGREEMENT made and entered into this 22 day of May, 2018 by and between **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the “County,” and **INTERNATIONAL GOLF MAINTENANCE, INC.**, a Florida corporation (hereinafter referred to as “Contractor”).

WITNESSETH:

WHEREAS, Brevard County and IGM hereto have previously entered into an Agreement with an effective date of July 31, 2017 (“Agreement”) which, together with all subsequent amendments thereto, is incorporated to this Amendment and attached hereto as Exhibit “A”; and

WHEREAS, the Parties desire to amend said Agreement;

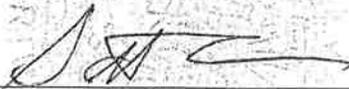
NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree, as follows:

1. The recitals set forth above are, by this reference, incorporated into and deemed a part of this Agreement.
2. The parties agree to terminate the Savannah’s Golf Course portion of the scope of services under the Agreement effective June 30, 2018.
3. Attachment “D” titled Prices and Payments of the Agreement shall be amended, as reflected in Exhibit B, to outline the compensation owed to IGM for the operation and maintenance of the Habitat Golf Course and Spessard Holland Golf Course.
4. On August 31, 2018 the Agreement shall be terminated.
5. All other terms and conditions of said Agreement shall remain in full force and effect.
6. If there is a conflict between the terms of this Amendment and the Agreement, the terms of the Agreement shall control.

[SIGNATURE PAGE FOLLOW]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

ATTEST:



SCOTT ELLIS, CLERK

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

BY: 

RITA PRITCHETT, CHAIR

AS APPROVED BY THE BOARD ON: 5-22-18

REVIEWED FOR LEGAL FORM AND CONTENT

ASSISTANT COUNTY ATTORNEY

*WITNESS:

INTERNATIONAL GOLF
MAINTENANCE, INC.

PRINT NAME: _____

BY: _____
GREG A. PLOTNER
EXECUTIVE VICE PRESIDENT

WITNESS:

PRINT NAME: _____

Exhibit "A"

AGREEMENT

THIS AGREEMENT is made and entered into this 30 day of July, 2017, by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County," and **INTERNATIONAL GOLF MAINTENANCE, INC.**, a Florida corporation, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the County has established The Savannahs, Spessard Holland, and The Habitat Golf Courses in the provision of recreation and recreational facilities for the County; and

WHEREAS, the County proposes to contract to have a qualified corporation provide certain services relating to golf course maintenance and operation for The Savannahs, Spessard Holland, & The Habitat Golf Courses, located in Merritt Island, Melbourne Beach, & Valkaria, Florida; and

WHEREAS, the Contractor desires to provide such services in accordance with this Agreement, and has represented to the County that it is qualified to perform such services in accordance with the terms and conditions as set forth herein; and

WHEREAS, the Board of County Commissioners has authorized the Contractor to provide golf course operation and maintenance services as directed at the July 25, 2017 Commission meeting.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the County and Contractor hereby agree as follows:

SECTION 1. GROSS REVENUE.

The parties agree that gross revenue shall mean all revenues and income of any nature derived directly or indirectly from the golf courses or from the use or operation thereof, including gross sales proceeds from the sale of greens fees, memberships or annual passes to the golf courses, rental fees for golf carts, range balls, food and beverage revenue, golf shop merchandise revenue, and the proceeds paid from any insurance policy claim.

SECTION 2. SCOPE OF SERVICES.

The Contractor shall operate and maintain on behalf of the County: (1) The Habitat Golf Course, 3591 Fairgreen Street, Valkaria, Florida 32950, (2) Spessard Holland Golf Course, 2374 Oak Street, Melbourne Beach, Florida 32951, and (3) The Savannahs Golf Course, 3915 Savannahs Trail, Merritt Island, Florida 32953, hereinafter referred to as the "facilities", as described in

Attachment "A", attached hereto. The Contractor shall exclusively determine the means, details, timing, and method of performing the services, provided Contractor's performance of the services is undertaken in a satisfactory and workmanlike manner, and is carried out in accordance with Attachment "B", hereinafter referred to as "Scope of Services", attached hereto and made a part hereof by this reference. The Contractor agrees to provide any other services or work that may, from time to time, be assigned to the Contractor by the County pursuant to a Task Order or purchase order entered into under existing Brevard County procedures; provided, however, that Contractor shall not be required to perform additional services unless and until the Contractor and the County agree on the payment terms and amounts for such additional services, as set forth in Section 7 hereof.

SECTION 3. EFFECTIVE CONTRACT DATE & TERM.

The term of this Agreement shall become effective on July 31, 2017, and shall terminate on August 31, 2017.

At the conclusion of the term set forth in the preceding paragraph, this Agreement shall continue on a month-to-month basis, with the same terms, conditions, covenants and stipulations herein set forth. The PARTIES may terminate this Agreement only as provided for herein. Any additional services requested by the County shall be completed in accordance with applicable written authorization provided by the County; provided, however, that Contractor shall not be required to perform such additional services unless and until the Contractor and the County agree on the payment terms and amounts for such additional services, as set forth in Section 7 hereof.

SECTION 4. COMPENSATION.

As consideration for providing services hereunder, the County shall pay the Contractor, as Contractor's sole compensation for services rendered, in accordance with the "Prices and Payment", Attachment "C", attached hereto and made a part hereof by this reference, together with applicable sales, service and use taxes on such amounts. The initial payment for services rendered by the Contractor shall be due within 10 days of the effective contract date and shall be for the total amount of the initial month's fixed fee for services rendered by the Contractor under the terms of this Agreement. Subsequent monthly payments shall be made on a bi-weekly basis. The Contractor shall submit two invoices to the County on the 1st of each month for two payments per month (every two weeks). Each invoice shall be reviewed and upon verification of satisfactory completion of the services, the invoices shall be approved for payment. The County shall remit payment in

accordance with the Florida Local Government Prompt Payment Act, Florida Statutes section 218.70, et seq.

SECTION 5. GOLF COURSE REVENUE.

All revenues collected at the three Brevard County golf courses shall be the remitted to the authorized Brevard County bank depository. The Contractor agrees to deposit revenues to the authorized Brevard County bank depository four to five times weekly and shall scan and email the deposit slips to the Parks and Recreation Administration Office within twenty-four (24) hours after deposit. The County agrees to pay directly to the applicable government authority all levies or taxes that may be imposed by a governmental authority as a result of this Agreement. The County will provide the Contractor with sales tax information with regards to food, beverage and liquor licenses held by the Contractor.

SECTION 6. PERSONNEL AND ASSIGNMENT.

The Contractor shall be responsible for recruiting, hiring, training, supervising, disciplining and discharging personnel deemed necessary by the Contractor, in order to perform all services contemplated by this Agreement. The Contractor shall employ qualified personnel and agrees all of Contractor's employees will be subject to a Level III Background Check, per Brevard County Administrative Order AO-26, Attachment "D", as may be amended from time to time, attached hereto and made a part hereof by reference.

The Contractor shall have the right to subcontract or assign portions of this Agreement to other contractors, persons and companies, in order to carry out the Scope of Services contemplated herein. However, the Contractor shall, at all times, remain liable for the proper performance and completion of all work and other services required herein, including supervision and administration of, and payment for, all such personnel, sub-contractors and companies. The Contractor shall not subcontract or assign any portion of services required under this Agreement without prior written approval of the County. This approval by the County shall not be unreasonably withheld.

SECTION 7. ADDITIONAL SERVICES.

The Contractor shall not be obligated to perform any additional services unless and until the Contractor and the County agree, in writing, upon the scope of such services and the payment to be made to the Contractor for such services. In the event the Contractor performs additional services pursuant to such an agreement with the County, the Contractor shall be entitled to charge and collect the additional sums set forth in the parties' written agreement for such additional services, together with any sales, service, use or other taxes attributable to such sums. In the event the

additional services are continuing in nature, in each succeeding month the charge for the additional services shall be added to the Prices and Payment set forth on Attachment "C".

SECTION 8. COUNTY ASSISTANCE.

The County shall assist the Contractor by making available, on a limited basis, such personnel having knowledge of the operation and maintenance of the golf courses as it relates to the work and personnel to inform the Contractor of past practices related to the operation and maintenance of the golf courses and to comment on the work of the Contractor, if requested by the Contractor. The County shall provide the Contractor with all available information pertinent to the work, including previous reports and documents and any data relevant to the work. The County shall also make its facilities accessible to the Contractor as required by the Scope of Services for the Contractor's performance of its services under the Agreement. The County shall set the rate for greens fees, cart fees, walking fees, and membership fees.

SECTION 9. INDEMNIFICATION.

Brevard County shall be held harmless against any and all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of or resulting from the Contractor's breach of its obligations under this Agreement, or the Contractor's negligent performance of the services for which the County is contracting hereunder, provided such claim is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees.

The Contractor agrees to indemnify the County and pay all costs, including the cost of the County's legal defense for attorneys as may be selected by the County for all claims described in the hold harmless clause herein, to the extent such claims are caused by the negligent or intentional act of the Contractor. The Contractor agrees it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the County as a result of the Contractor's breach of its obligations under this Agreement, and that it will satisfy, pay, and discharge any and all judgments that may be entered against the County in any such action or proceeding. Such payments on behalf of the County shall be in addition to any and all of the legal remedies available to the County and shall not be considered to be the County's exclusive remedy. It is agreed by the parties hereto that specific consideration has been paid under this Agreement for this hold harmless provision.

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SECTION 10. INSURANCE.

The Contractor shall at all times during the term of this Agreement procure and maintain, at the Contractor's own expense and without cost or expense to the County, policies of insurance generally known as comprehensive general liability policies insuring the Contractor against any and all claims, demands, and causes of action whatsoever for injuries received and damage to property in connection with the use, occupation, management, or control of the facilities and any improvements thereon. The following types of insurance and the policy limits required are to be considered minimum amounts:

General Liability Insurance a policy of Commercial General Liability Insurance, insuring the Contractor against liability for bodily injury, property damage (including loss of use of property) and personal injury, including contractual liability with a minimum of \$1,000,000 combined single limit for each occurrence, \$2,000,000 in the aggregate, and Fire Legal Liability in the amount of One Hundred Thousand dollars (\$100,000). This policy/these policies shall include the following coverages: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering the contract, and "X-C-U" hazards.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Worker's Compensation: Workers' Compensation Insurance (including Employer's Liability insurance) in the statutory amount covering all employees of the Contractor.

Liquor Liability Insurance. A policy providing Liquor Liability Insurance coverage with a \$1,000,000 combined single limit for each occurrence with respect to liability insurance, covering the full amount of potential liability from time to time provided or imposed upon the sellers of alcoholic beverages under the laws of the State of Florida and fully protecting both Contractor and County (and if such insurance providing protection for the following is available, at County's option, County's affiliates, and the officers, directors, agents and assigns of each of them) in connection with any such sales (or other offering) of alcoholic beverages.

Pollution Liability Insurance: Pollution Liability Insurance for the application of pesticides, herbicides and other hazardous substances with a \$1,000,000 combined single limit for each occurrence.

All personal property of the Contractor housed or placed at the Facility shall be at the risk of the Contractor, and the County shall not be liable for any loss or damage to the personal property of the Contractor for any cause whatsoever. The Contractor agrees and understands that the County does not and shall not carry liability, theft or fire insurance on said property to cover the Contractor's interest therein.

The Contractor shall provide certificates of insurance, from insurers satisfactory to the County, demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this Agreement. The General Liability and Auto Liability certificates of insurance shall indicate that the policies have been endorsed to cover the County as an additional insured. All policies will be endorsed to the effect that they may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the Agreement. It shall be the responsibility of the Contractor to ensure that any Sub-Contractors, he/she retains or hires, are maintaining adequate insurance coverage.

SECTION 11. TERMINATION FOR CONVENIENCE.

The County may, by thirty (30) days prior written notice to the Contractor, terminate this Agreement, in whole or part, for the County's convenience. If the termination is for the convenience of the County, the County shall not be obligated to pay for any services commenced after proposed date of termination unless the County specifically directs and advises otherwise in this notice. The Contractor may terminate this Agreement, without cause, after providing written notice to the County at least sixty (60) days prior to the date this Agreement is proposed to be terminated.

SECTION 12. TERMINATION.

If the Contractor fails or refuses to perform this Agreement or part of this Agreement, the Contractor shall have fifteen (15) calendar days from the date of receipt of the proposed notice of termination from the County within which to correct such deficiencies described in said proposed notice. If the Contractor fails to correct such deficiencies to the satisfaction of the County within the above-stated time period, then the County may terminate the Agreement immediately by issuing written notice of termination and take over the work and ensure the work is performed itself or by separate Agreement or otherwise. In such case, the Contractor shall be liable to the County for reasonable additional costs actually incurred by the County thereby.

If, during any term or renewal period of this Agreement, the County has issued two (2) prior proposed notices of termination (the deficiencies under the first two (2) notices having been corrected by the Contractor), the County shall have the right to terminate the Agreement upon the third (3rd) instance of the Contractor's failure to fulfill its duties and obligations under this Agreement without giving the Contractor any period of time to correct the deficiency.

SECTION 13. TERMINATION - PAYMENTS.

In the event of termination pursuant to Section 11 and 12 above, the County is only responsible for payment for services commenced prior to the effective date of termination. The Contractor shall deliver all records, equipment, and materials to the County within twenty-four (24) hours of the date of termination. Upon termination of this Agreement, the Contractor shall have twenty-four (24) hours within which to remove its personal property from County property. Any personal property not removed within said period shall become the property of the County. The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 14. GOVERNING LAW.

The law of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related thereto.

SECTION 15. VENUE.

Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

SECTION 16. WAIVER.

The waiver by the County or the Contractor of any of the other party's obligations or duties under this Agreement shall not constitute a waiver of any other obligation or duty of the other party under this Agreement, nor shall a waiver of any such obligation or duty constitute a continuing waiver of that obligation or duty.

SECTION 17. INTEREST OF MEMBERS OF COUNTY AND OTHERS.

No officers, members, employees of the County, no member of its governing body, no other public official of the governing body of the locality or localities in which services for the facilities under this Agreement are to be carried out, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this work, shall participate in any decision

relating to this Agreement which affects their personal interest, or have any personal interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 18. INTEREST OF THE CONTRACTOR.

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which shall conflict with its performance, or services required to be performed, under this Agreement. The Contractor further covenants that, in the performance of this Agreement, the Contractor shall employ no person having any such conflicting interest.

SECTION 19. COVENANT AGAINST CONTINGENT FEES.

The Contractor warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or Contractor, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this section, the County shall have the right, but not the duty, to terminate this Agreement without liability, and, at its discretion, to deduct from the Agreement such price, or otherwise recover the full amount of such fee, commission, percentage, gift or other consideration.

SECTION 20. COURSE MAINTENANCE SCHEDULE.

The Contractor agrees to set an initial course maintenance schedule of its work per Attachment "E", attached hereto and made a part of hereto by reference, and submit that schedule for approval by the County no later than thirty (30) days after execution of this Agreement. Subsequent changes in schedule must be approved by the County prior to changes or as provided in Attachment "E".

SECTION 21. RECORDS AND AUDITS.

In performance of this Contract, the Contractor shall keep books, records, and accounts of all activities related to this Contract in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with this Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the County. The Contractor shall retain all documents, books and records for a period of five (5) years after termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the Contractor by

the County in connection with this Contract are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Contractor shall ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract and following termination of the Contract if the Contractor does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Contract, the Contractor may transfer, at no cost to the County, all public records in possession of the Contractor. If the Contractor transfers all public records to the County upon termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Owner shall have the right to inspect, audit, examine and copy, or to engage an independent certified public accounting firm, at any time, and from time to time, during normal business hours, all files, books, records, costs and expenses maintained by Contractor pertaining to the golf courses. Contractor shall cooperate with Owner and/or its independent certified public accountant in their performance of the audit. The provisions of this section shall survive the expiration date or the earlier termination of this Agreement.

SECTION 22. EQUAL OPPORTUNITY EMPLOYMENT.

Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability, and will take affirmative steps to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfers, recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

SECTION 23. PUBLIC ENTITY CRIMES.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business

with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

SECTION 24. EMPLOYMENT.

The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this Agreement without prior written consent from the County. Contractor shall not employ or contract with any employee or former employee of Integrity Golf Company, LLC or its affiliates without prior written consent of the County Manager or designee.

SECTION 25. UNAUTHORIZED ALIEN WORKERS.

Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider the Contractors intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

SECTION 26. INDEPENDENT CONTRACTOR.

It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of the Contractor to the County is that of independent contractor. No statement contained in this Agreement shall be construed to define the Contractor or any of its agents or employees as an agent or employee of the County, or to allow the County to control the professional judgment of the Contractor in connection with the Contractor's performance of the services contemplated under this Agreement, or to exercise control or direction over the manner or method by which the Contractor performs its obligations hereunder. The Contractor shall not be entitled to any of the rights, privileges or benefits of Brevard County agents or employees.

SECTION 27. CLAIMS FOR SERVICES.

Other than claims for charges incurred for authorized additional services, as contemplated by Section 7 hereof, the County shall not honor a claim for services rendered by Contractor not specifically provided for in this Agreement.

SECTION 28. ENTIRE AGREEMENT.

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements, whether oral or written.

SECTION 29. SEVERABILITY.

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SECTION 30. FORCE MAJEURE.

The Contractor shall not be responsible for damages or delays in performance caused by acts of God, strikes, lockouts or other events constituting force majeure beyond the reasonable control of the Contractor.

SECTION 31. MODIFICATIONS OR AMENDMENTS IN WRITING.

No modification, amendment or alteration in the terms or conditions of this Agreement, together with any attachments or task assignments, shall be binding on the County unless it is reduced to a written document executed by both parties.

SECTION 32. PERMITS, FEES, LICENSES.

Permits, fees and licenses necessary for performance of work by the Contractor or any approved subcontractors or assignees pursuant to this Agreement will not be waived by the County, and the Contractor shall be responsible for obtaining, and shall pay for any such required permits, fees and licenses. For purposes of this Agreement, alcoholic beverage license(s), at the County's option, shall be considered a required license.

Upon the expiration or earlier termination of this Agreement, Contractor shall provide such assistance as is reasonably requested by Owner in connection with (a) the transfer of any or all license(s) to County (or to a new operator or Contractor engaged by County), or (b) a new license(s) application to be filed by County or its new operator or Contractor.

SECTION 33. FEDERAL TAX ID NUMBER.

The Contractor shall provide to the County their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.

SECTION 34. COMPLIANCE WITH LAWS.

The Contractor agrees to comply with all applicable federal, state and local laws, rules and regulations during the course of this Agreement.

SECTION 35. ATTORNEY'S FEES.

Subject to any vendor rights arising under the Florida Local Government Prompt Payment Act, Florida Statutes section 218.70, et. seq., in the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

SECTION 36. CONSTRUCTION OF AGREEMENT.

The parties hereby acknowledge that they fully reviewed this Agreement and its attachments and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

SECTION 37. NOTICE.

All notices under this Agreement shall be in writing and shall be given by certified mail or hand delivery addressed to the parties at the following addresses:

FOR COUNTY:

Parks & Recreation Director
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way, Bldg. B, Suite 203
Viera, Florida 32940

FOR CONTRACTOR:

Greg A. Plotner, Executive Vice President
International Golf Maintenance
5385 Gateway Blvd., Suite 12
Lakeland, Florida 33811

Either party shall have the right to change its address for notice purposes at any time throughout the term hereof, by sending written notice of such change of address to the other party in accordance with the provisions hereof not less than ten (10) days prior to the effective date of such change.

SECTION 38. PUBLIC RECORDS.

Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Contract must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request and the Contractor must provide the records to the County or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal holidays) of the request so the County can comply with the requirements of Sections 119.07. The Contractor may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If the Contractor fails to provide the requested public records to the County within a reasonable time, the Contractor may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. See Sections 119.0701, 119.110, Florida Statutes. The Contractor's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination.

Should the County face any legal action to enforce inspection or production of the records within the Contractor's possession and control, The Contractor agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Contractor shall hire and compensate attorney(s) to represent the Contractor and County in defending such action. The Contractor shall pay all costs to defend such action and any costs and attorney's fees awarded pursuant to Section 119.12.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, MELISSA RENNINGER AT (321) 633-2046 OR MELISSA.RENNINGER@BREVARDFL.GOV.

SECTION 39. MONTHLY REPORTS.

Contractor shall deliver a monthly report to County no later than the tenth (10th) day after the end of each month period commencing on the Effective Date. The reports shall include the following:

Rounds Mix Report
Course Maintenance Schedules & Update on Current Conditions
Guest Survey Report
Routine/Non-routine expenses
Insurance Claims

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first above written.

ATTEST:



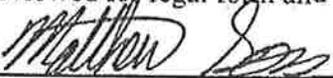
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 

Curt Smith, Chairman
As approved by the Board on: _____

Reviewed for legal form and content



Assistant County Attorney

WITNESS:

Print Name: _____

INTERNATIONAL GOLF MAINTENANCE, INC.

By: _____
Greg A. Plotner, Executive Vice President

WITNESS:

Print Name: _____

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first above written.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: _____

Curt Smith, Chairman

As approved by the Board on: _____

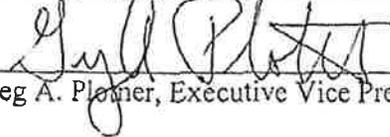
Reviewed for legal form and content

Assistant County Attorney

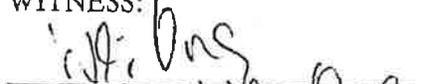
WITNESS:


Print Name: LAURA PLOTNER

INTERNATIONAL GOLF MAINTENANCE, INC.

By:  _____
Greg A. Plotner, Executive Vice President

WITNESS:


Print Name: We. One

ATTACHMENT "A"

LEGAL DESCRIPTIONS

THE SAVANNAHS LEGAL DESCRIPTION

Tracts 3, 5, 6, and 7, of Section 1, Township 24 South, Range 36 East, as recorded in Plat Book 35, at Page 56/62, Public Records of Brevard County, Florida and comprising THE SAVANNAHS GOLF COURSE, Merritt Island, Florida.

And

Parcels 2, 6, 7, 750, 755 and 56 of Section 1, Township 24 South, Range 36 East, and Parcel 1 of Section 12, Township 24 South, Range 36 East, Merritt Island, Brevard County, Florida.

Tracts and Parcels contain approximately 170 +/- acres.

SPESSARD HOLLAND GOLF COURSE LEGAL DESCRIPTION

A parcel of land in Section 17, Township 28 South, Range 38 East, Brevard County, Florida more particularly described as follows:

All of Government Lot 5 of said Section 17, lying southerly of the right of way of Oak Street (100' right of way) and westerly of the right of way of S.R. A1a (100' right of way) as presently located and excepting therefrom lands described in Plat Book 24, Page 63 of the Public Records of Brevard County, Florida.

Also

Government Lot 6 of said Section 17 lying westerly of the right of way of S.R. A1A (100' right of way) except the area encompassed by the Fire Department and the Substation.

THE HABITAT LEGAL DESCRIPTION

Part of Sections 17 and 18, Township 29 South, Range 38 East, Brevard County, Florida, being more particularly described as follows:

Beginning at the Southeast corner of Section 18, Township 29 South, Range 38 East, Brevard County, Florida; thence S 88° 43' 10" W along the south line of the Southeast ¼ of Section 18 a distance of 960.90 feet to the Southeast corner of Pomello Ranch, Unit Three, as recorded in Plat Book 28, Page 13, Public Records of Brevard County, Florida; thence N 0° 02' 57" East a distance of 40.00 feet; thence N 88° 43' 10" East a distance of 140.00 feet; thence N 40° 17' 42" East a distance of 294.01 feet; thence N 0° 2' 57" East a distance of 215.00 feet; thence N 52° 32' 21" West a distance of 415.35 feet to the east line of aforesaid Pomello Ranch, Unit Three; thence N 0° 02' 57" East a distance of 255.09 feet to the Northeast corner of said plat of Pomello Ranch, Unit Three; thence S 88° 43' 10" West along the north line of Pomello Ranch, Unit Three and Pomello Ranch, Unit Two, for a distance of 1601.38 feet; thence N 0° 02' 30" East a distance of 330.00 feet; thence S 88° 43' 10" West a distance of 1115.44 feet to the easterly R/W line of Valkaria Road; thence N 30° 27' 26" East along said easterly R/W line a distance of 694.66 feet; thence East a

distance of 4287.79 feet; thence S 42° 30' 00" East a distance of 900.00 feet; thence N 47° 30' 00" East a distance of 540.00 feet; thence N 8° 58' 06" East a distance of 849.11 feet; thence N 25° 56' 32" West a distance of 411.46 feet; thence North a distance of 280.00 feet; thence N 21° 04' 04" East a distance of 581.93 feet; thence S 89° 47' 56" East a distance of 525.00 feet to the east line of property described in O.R.B. 171, Page 493; thence S 0° 13' 56" East along said east line a distance of 2230.52 feet; thence S 0° 05' 27" East a distance of 1345.23 feet to the Southeast corner of the Southwest ¼ of aforesaid Section 17, Township 29 South, Range 38 East, thence N 89° 49' 54" West a distance of 2668.09 feet to the P.O.B.

Contains 211.111 Acres more or less.

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ATTACHMENT "B"

SCOPE OF SERVICES

1. LOCATION

- a. The Habitat Golf Course, 3591 Fairgreen Street, Valkaria, Florida 32950
- b. The Savannahs Golf Course, 3915 Savannahs Trail, Merritt Island, Florida 32953
- c. Spessard Holland Golf Course, 2374 Oak Street, Melbourne Beach, Florida 32951

2. SCOPE OF SERVICES

- a. The Contractor shall furnish all materials, supplies, personnel, and equipment to operate and maintain, with the exception of water, sewer, electric, alarm system, garbage/waste disposal, cable, television, computer and phone lines, port-o-lets, Terminix and the POS/Golf Now system, the golf courses named above and other common areas to the highest quality of service and maintenance possible in accordance with the parameters contained herein. The Contractor shall supervise and manage the operation at the golf courses, including but not limited to the golf pro shop, maintenance, food and beverage, membership sales efforts, facilities, administration, and other ancillary services at the golf courses.
- b. Contractor shall provide a minimum of sixty (60) golf carts for use at the Habitat and the Savannahs golf courses and a minimum of forty (40) golf carts for use at Spessard Holland Golf Course.
- c. Areas of maintenance include but are not limited to: Buildings, greens, tees, approaches, collars, fairways, roughs, golf cart paths, driving ranges, practice areas, lakes, water hazards, sand and grass bunkers, clubhouse and golf course grounds, along entrance roadways and right of ways. Included are the maintenance of turf, shrubs, plants, trees, and irrigation and pump stations.
- d. Areas of operation include but are not limited to: club house, kitchen, retail golf Pro-Shop including inventory, food and beverage services including inventory, marketing, and payroll.
- e. Food and Beverage Operations. Contractor shall perform all the food and beverage operations at the Golf Club(s), including Food and Beverage Services/Concessions and banquet/catering services.
- f. Brevard County shall provide the initial funds for the cash drawers at each course. Contractor shall sign receipt of said funds and shall return said funds at the expiration or earlier termination of this Agreement.
- g. Contractor shall develop an inventory list of offerings to be sold from the Pro Shops and shall ensure that the Pro Shops are maintained and operated in good First-Class condition. All merchandise to be sold is subject to Owner's approval, which approval Owner shall not unreasonably withhold.
- h. Supervision shall be maintained over the Contractor's working personnel at the golf courses seven (7) days a week. The Contractor shall select, employ, train, pay, discharge and supervise golf course employees. The Contractor will make work assignments necessary and shall make seasonal or other required adjustments without additional cost to the County. The Contractor shall ensure that its employees maintain a neat and orderly personal appearance.

- i. The Contractor shall propose corrective actions to bring substandard areas of the golf course to the acceptable industry standards. Contractor shall be responsible and shall promptly perform all needed maintenance and repairs at the golf courses. Non-routine repair costs in excess of \$500.00 shall be borne by the County and are subject to County authorization.
- j. The Contractor shall furnish all labor and supervision to professionally maintain and care for the existing course and golf club operations in accordance with specifications. This work force will include a trained Golf Course Superintendent at each golf course.
- k. The Contractor shall perform all normal functions, which are essential to providing quality play, e.g. customer service, reservations, vending food and beverage, Pro-shop services, mowing, cup changing, tee marker management, grooming, etc.
- l. The Contractor is responsible, at its own cost, for both materials and labor for the immediate repair of any damage to County property that is caused by the Contractor or the Contractor's negligence. Repairs will be made in a manner, which restores the damaged area/facility to this original condition or better in a reasonable and timely fashion.
- m. The Contractor is required to regularly evaluate the course and make recommendations for capital improvements. Pursuant to Section 7 of the Agreement, the County, at its option, can acquire additional services from the Contractor to make needed improvements.

3. GROUNDS MAINTENANCE PROFESSIONAL EXPERTISE

- a. From time to time, as determined by the Contractor in its sole discretion, the Contractor shall supplement the trained maintenance personnel with professional turf consultants, entomologist certified golf course superintendents, plant biologist, and such other professional specialists as the Contractor deems necessary to provide the services contemplated under the Agreement. These personnel shall be hired at the expense of the Contractor.
- b. The Contractor shall incorporate its full service golf course maintenance program based upon generally accepted turf management principles and standards, and the Contractor's approved maintenance schedule.
- c. The Contractor hereby certifies that any on site supervisor assigned will have the educational background and experience necessary to provide ongoing maintenance programs, which shall fulfill the terms and conditions of this agreement. The Contractor's on site supervisor must have at least three (3) years supervisory experience in Golf Course Maintenance Management in warm season turf grass environments.
- d. In particular, the Contractor shall retain personnel approved as a Certified Pest Control Operator licensed by the Florida Department of Agriculture and Consumer Services. Application of such pesticides on the premises of the County's golf course shall be performed by or under the supervision of such licensed pesticide applicators. Applications must follow label guidelines, directions and restrictions. The Contractor shall maintain completed documentation of all pesticide, herbicide and fertilizer applications and storage, in accordance with prevailing regulations and laws. The Contractor shall have and practice Integrated Pest Management (IPM) Program at each golf course.

4. **GOLF COURSE OPERATING PERSONNEL EXPERTISE**

- a. The Contractor shall retain front desk and Pro-Shop personnel who have good knowledge of golf procedures and who provide excellent customer service.
- b. If the golf course has a working kitchen, the Contractor shall retain qualified personnel with concession experience to operate the concession.

5. **WORK HOURS**

- a. The schedule of work hours for accomplishment of golf course operation and maintenance services shall not be altered from the current work schedule. If work hours are to be altered, one-week prior approval must be obtained from the Parks and Recreation Department director or designee.
- b. The Contractor shall furnish advance weekly work schedules to the Parks and Recreation Director or designee one week prior to performing its maintenance work. Weekly work schedules would be for those areas other than routine work. Such advance weekly work schedule shall contain a blank space for approval of the schedule in the event it is acceptable. The Contractor shall provide thirty (30) days written notice for work requiring closure of the Course.
- c. The maintenance crew work schedule shall be rotated so that three (3) to five (5) crewmembers, will be on the Golf Course daily.
- d. The Pro-Shop will be open for business from dusk to dawn daily with the exception of inclement weather. Adequate staffing must be provided to allow for good customer service to be accomplished.

6. **EVALUATION OF OPERATION**

A written, monthly golf course report shall be provided to the Parks and Recreation director or designee. Report will include golf and grounds maintenance updates and Pro-Shop events, issues or concerns.

7. **PERSONNEL**

- a. The Contractor shall employ qualified personnel skilled in the performance of golf course operations and maintenance. All employees providing services under this Agreement will be subject to a Level III Background Check, per Brevard County Administrative Order AO-26 (Attachment C), Background Investigation. All employees shall be indoctrinated and trained in the schedules, philosophies, customer service and public relations concerns of the County. The Contractor's personnel shall conduct all work operations while dealing with the public in a courteous manner. Each employee shall be trained in the proper method of cleaning, handling and operation of golf course maintenance equipment and supplies.
- b. The County must approve uniform (style) selection for employees. All employees shall wear proper golf attire while at the golf course. Such attire shall identify employees as employees of the Contractor.
- c. The Contractor shall maintain a sufficient number of personnel at all times to accomplish, on schedule, all work under this contract.

- d. During all working hours, and during execution of the work, the Contractor shall give the job personal supervision or shall have on the job a responsible and competent Superintendent with authority to speak and act for the Contractor.

8. **EMERGENCY MAINTENANCE**

In the event that the County at any time determines that any portion of the golf course is in immediate jeopardy of sustaining some type of serious harm due to a maintenance failure on the part of the Contractor, the County may utilize their own work force or contracted services to go on the golf course and perform such tasks as are necessary to prevent such serious harm from taking place. The cost of such preventative maintenance incurred by the County shall be itemized by the County and submitted to the Contractor for payment.

9. **GOLF COURSE MAINTENANCE GUIDELINES**

The annual maintenance practices included in this section are intended to be an overall outline for the agronomic, horticultural, and recurring service practices of Contractor's golf course maintenance operations. While the guidelines are detailed, they are intended to be only minimum rules of operation. The Contractor's primary responsibility is for ensuring the integrity of the golf course. Variances from the guidelines will be necessary at times to allow for adjustments resulting in climatic conditions, pest infestations, golf course traffic, tournaments and other unforeseen problems.

1. **Mowing Guidelines**

- a. **Greens** will be mowed *every day the course is open for play* at a height of cut that is acceptable to the County without causing undue stress to the turf. Typically, a cutting height between $5/32''$ to $1/4''$ will be maintained. Greens should be maintained to achieve at least '7' "stimp meter" reading. The integrity of the original size of greens shall be maintained.
- b. **Tees** will be mowed *three times per week*. A mowing height of $1/4''$ to $1/2''$ will be maintained. No more than 33% of the leaf surface will be removed at any one mowing.
- c. **Fairways, Approaches, and Collars** will be mowed *three times per week* during the active growing season and *two times per week* during the cooler periods. A height of cut of $1/2''$ to $3/4''$ will be maintained. There may be certain times during the summer when this frequency may increase due to changes in climatic conditions. The frequency of cut during the cooler periods may also be increased to three times per week. No more than 33% of the leaf blade shall be removed at any one mowing. The integrity of the original size of fairways shall be maintained.
- d. **Tee and green slopes and roughs** will be mowed *weekly* during the active growing season and as needed the balance of the year. A height of cut of $1/4''$ to $1 1/2''$ will be maintained.

Note: Growth regulators will be utilized in wet areas during the summer months when excessive rainfall is predicted to keep the turf under a manageable condition.

2. Aeration Guidelines

- a. **Greens** will be aerified as needed to provide the soil with the proper air, water, and soil ratio required for healthy putting surfaces. *Two to three* conventional core aerifications (2 inches deep on 2 inch centers, minimally) coupled with one deep tine aerification during the summer months will be performed. Spiking of all greens shall be performed between aerifications to maintain proper water infiltration.
- b. **Tees** will be aerified *two times, minimally*, during the year with a conventional aerifier to alleviate compaction and help control thatch.
- c. **Fairways/Roughs** will be aerified *one time, minimally*, during the summer months to alleviate compaction. Also, supplemental aerifications will be done on the heavily compacted areas and may be accomplished with a deep-tine aerifier.

3. Verticutting/Spiking Guidelines

- a. **Greens** will be vertically mowed during the active growing season to help promote quality putting surfaces. Typically, every *two weeks* during the active growing season would be considered minimal. A deeper verticutting will be accomplished following aerifications in two to three directions to help promote the healing of the damage on the putting surfaces caused by aerifications. Spiking of the greens will be performed regularly during the summer months to prevent algae build-up and to help maintain proper water infiltration.
- b. **Tees** will be vertically mowed in conjunction with the aerification services during the summer. The frequency of vertical mowing will be adjusted accordingly should the playing areas become "spongy".
- c. **Fairways and roughs** will be vertically mowed or scalped, if necessary, in order to prevent matting and/or the build-up of thatch in these areas.

4. Topdressing Guidelines

- a. **Greens** will be topdressed in conjunction with the verticutting/spiking and aerification operations. This will be accomplished with a soil mix or sand that is similar to the make-up of the existing soil profile.
- b. Greens will be topdressed every two weeks during the active growing season to help maintain a smooth putting surface. In addition to this, during the interseeding period, the greens will be "dusted" with topdressing.
- c. **Tees** will be topdressed two times during the summer in conjunction with the aerification operations. In addition, the divots will be filled in *on a weekly basis, minimally*, to ensure an even playing surface.
- d. **Green sand** will be made available to all three facilities during the "Season" (December 1 through May 1) for topdressing of the practice range tee and to fill sand buckets on the golf cars.

5. Fertilization Guidelines

- a. **Greens** will be fertilized at a rate of 1.5 pounds of nitrogen per month with an analysis or ratio of N, P, & K determined by soil and tissue testing. Only "mini prill" and materials specifically used on putting surfaces will be utilized. Minor nutrients will be applied as a foliar application in addition to what is available in the granular fertilizer. Only fertilizer specifically formulated for putting greens shall be applied.
- b. **Tees** will be fertilized at a rate of one pound of nitrogen per month with a fertilizer analysis to be determined by soil testing.
- c. **Fairways, irrigated roughs and slopes** will be fertilized with 6 to 8 pounds of nitrogen annually through either granular or liquid applications that will be applied throughout the course of the year. Supplemental amounts of fertilizer will be applied to weak and thin areas. Any additional amounts of N, P, & K will be determined by soil tissue tests and adjusted accordingly.
- d. Dolomite lime applications, in conjunction with aerification, will be used as necessary to assist in keeping the pH at a desirable level.

6. Bunker Maintenance Guidelines

- a. **Mechanical raking** of the bunkers will be performed *five times per week*. Bunkers will be raked all days with the exception of Tuesday and Sunday, or as designated by the Course Manager. In addition to mechanical raking, the bunkers will be spot hand raked during the days the bunkers are not mechanically raked.
- b. **Edging** of the bunkers will be performed *monthly* throughout the year to ensure a manicured appearance at all times.
- c. **Mowing** of the bunker faces will be performed *weekly* throughout the growing season and as needed throughout the remainder of the year.

7. Equipment Repair/Maintenance Guidelines

The Contractor will follow all manufacturers' guidelines in the maintenance and repair of equipment. All of Contractor's equipment technicians will be qualified and are encouraged to attend industry workshops and seminars to stay updated on the latest trends and repairs of equipment.

8. Irrigation Guidelines

- a. The irrigation systems will be repaired and maintained on a regular basis by qualified Contractor staff.
- b. These employees will be required to attend service seminars to keep updated on the latest irrigation development and trends in the industry.

9. Integrated Pest Management Guidelines

- a. The goal is to have the Brevard County Golf Courses as weed and insect free as possible and to prevent any damaging outbreaks of pests. The Contractor's approach to the control of damaging pests and weeds will include curative and preventative types of control measures using the most appropriate products available.
- b. The Contractor will be responsible for the implementation of an integrated pest management (IPM) program for all playing areas of the courses including roughs via regular monitoring, problem and potential problem identification, preventative measures, diagnosis and treatment. All greens will be inspected daily for the presence of damaging pests, insects or fungus. All greens shall be treated as required to prevent or control fungus and insect activity and damage to the turf. An application of Top Choice (or equivalent) shall be applied to control the insect population in the fairways and roughs to allow optimum turf root growth. All fairways will be inspected weekly for the presence of damaging pests, insects or fungus and treated appropriately to prevent turf damage.
- c. Fire ant mounds throughout the golf course will be controlled on an as needed basis.

10. Other Maintenance/Service

- a. The Contractor will be responsible for properly moving the cups and tee markers and repairing ball marks every day the courses is open for play. In addition, all trash will be removed, divot buckets will be filled and the ball washers checked for a towel and soap solution daily. The ball washer soap will be changed a minimum of once per week throughout the year.
- b. The Contractor will be also responsible for servicing and maintaining restrooms and water coolers on the golf courses..

11. Trash and Debris Removal

During the course of the day, any trash or non-organic debris on the golf courses will be picked up. This will be hauled to a County approved area and disposed of.

12. Organic Materials and Tree Debris Removal

During the course of the day, any tree debris or organic materials on the golf courses will be picked up. This will be hauled to a County approved area and disposed of.

13. Deep Rough/Natural Areas Maintenance

- a. The Contractor will maintain the natural areas within the boundaries of the play areas. These areas are to be kept free of fallen limbs, sucker growth, undesirable vegetation and weeds. Any removal of trees greater than 2" in caliper is not the responsibility of the Contractor. However, the Contractor will immediately notify the County of any trees that pose a danger to employees, invitees, or the general public.

- b. The Contractor will be responsible for pruning any plant material and clearing debris that obstructs the cart paths throughout the golf courses.

14. Cart Path Maintenance

All golf cart paths shall be edged monthly during the active growing season and as needed the balance of the year. The Contractor will repair or is responsible for repair to cart path breaks due to irrigation repairs.

15. Lakes, Ponds and Streams Maintenance

Routine aquatic weed and algae control is the responsibility of the Contractor. Contractor personnel will remove litter and trash from the water bodies on a regular basis.

16. Landscape Beds Maintenance

The Contractor will install (2 plantings per year) and maintain flowering plants in select landscape beds throughout the golf courses. This will include weed control, watering, fertilization, and pest control. The Contractor will work with the County in determining planting designs.

17. Buildings and Bridges

- a. The Contractor will maintain the buildings on the golf courses in a good, operable and sanitary order. Any required repairs, replacement, rebuilding and restoration would be brought to the attention of the Golf Course Manager immediately. All costs for such repairs, replacements, rebuilding and restoration will be the responsibility of the County.
- b. Repair or replacement of bridges will be the responsibility of the County

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ATTACHMENT "C"

PRICES AND PAYMENT

The initial payment for services rendered by the Contractor shall be due within 10 days of the effective contract date and shall be for the total of the initial month's fixed fee for services rendered by the Contractor under the terms of this Agreement. Subsequent monthly payments shall be made on a bi-weekly basis. The Contractor shall submit two invoices to the County on the 1st of each month for two payments per month (every two weeks). Each invoice shall be reviewed and upon verification of satisfactory completion of the services, the invoices shall be approved for payment.

- | | | |
|----|--|-----------------------------|
| 1. | Habitat Golf Course
3591 Fairgreen Street
Valkaria, Florida 32950 | \$ <u>65,983.50</u> Monthly |
| 2. | The Savannahs Golf Course
3915 Savannahs Trail
Merritt Island, Florida 32953 | \$ <u>69,993.50</u> Monthly |
| 3. | Spessard Holland Golf Course
2374 Oak Street
Melbourne Beach, Florida 32951 | \$ <u>68,231.50</u> Monthly |

Grand Total All Courses Per Month \$ 204,208.50

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ATTACHMENT "D"

ADMINISTRATIVE ORDER

TITLE: Background Investigation Checks	NUMBER: AO - 26
	CANCELS: August 4 2010
	APPROVED: April 24, 2012
	ORIGINATOR: Human Resources
	REVIEW: April 24, 2015

I. PURPOSE AND SCOPE

To establish a consistent, county-wide procedure for conducting background investigation checks.

II. DEFINITIONS AND REFERENCES

- A. Applicant – An external applicant or volunteer being considered for a position or a current employee being considered for a position with a higher security level as the result of a promotion, transfer or demotion.
- B. At-Risk Population – Children, elderly, disabled, and those whom can not defend themselves. Example of settings in which individuals come into contact with at-risk populations include, but are not limited to:
- Daycare: senior citizen centers and community day programs for children.
 - Group Home: placements for children under the care of the State as a result of abuse or neglect or as a consequence of delinquency.
 - Program activities involving children on school property.
 - Shelters: homeless, domestic violence or special needs emergency shelters.
 - Youth development programs.
 - Volunteer programs for the elderly or individuals with disabilities; such as, Meals on Wheels or other community/volunteer programs.
 - Library areas/programs designated for children.
 - Park areas/programs designated for children.
- C. Background Investigation Handbook – a handbook with detailed information about how to complete and interpret the background checks.
- D. Background Checklist – a form used to track the results of the background checks performed by the Department/Office.

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- E. Conviction – defined as a law violation where there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld.

NOTE: A "yes" answer to the question of law violation on the application will not automatically bar the applicant from employment. The nature, job-relatedness, severity and date of the offense in relation to the position for which they are applying will be considered.

- F. Recertification – Frequency which each Department/Office reinvestigates each employee's or volunteer's criminal history.

G. SECURITY LEVELS:

High Level (Level I) – Applies to an employee or volunteer who has unsupervised access and/or contact with individuals identified as being in the at-risk population.

Moderate Level (Level II) – Applies to an employee or volunteer who has supervised access and/or contact with individuals identified as being in the at-risk population.

Low Level (Level III) – All other employees or volunteers who do not fit into the High or Moderate security levels.

- H. VECHS – an acronym for the Volunteer & Employee Criminal History System at the Florida Department of Law Enforcement (FDLE). The VECHS program agreement allows Brevard County to submit state and national checks for employees and volunteers, as needed.
- I. F.S. 112.011 – Felon; removal of disqualifications for employment, exceptions.
- J. F.S. 943.04351 – Search of registration information regarding sexual predators and sexual offenders required prior to appointment or employment.

III. **RESPONSIBILITIES**

- A. Each Department/Office Director shall establish a background investigation check procedure which ensures that the guidelines in this Administrative Order are met.
- B. Each Department/Office will utilize the guidelines in this Administrative Order or will adhere to statutory/contractual requirements, whichever is more stringent.

AO-26: Background Investigation Checks

- C. Each Department/Office shall be responsible for verifying that each applicant meets the requirements for the job, including educational and/or licensing verification, driver's license check.
- D. Each Department/Office shall be responsible for checking and documenting a total of three (3) of the applicant's employment and/or personal references. Document if the applicant has insufficient work history (i.e.; a student with no experience or someone returning to the workforce after a long absence) or is a volunteer. Due diligence must be used in obtaining these references, but if no response is received, documentation should be made of what efforts were made. Reference checks are not mandatory for those temporary employees hired on a seasonal basis.

The Background Investigation Handbook has detailed instructions and reference forms to be used in checking these references.

- E. Each Department/Office shall perform the required minimum criminal background investigation checks at the appropriate security level for applicants under final consideration and document the results on the Background Checklist, which shall be provided to the Office of Human Resources with the background documents.

1. High-Level Security Check (Level I):

- Fingerprints - submit fingerprints to FDLE under the VECHS agreement using digital fingerprint machine or using the fingerprint card provided for FDLE and National FBI criminal investigation check.
- Brevard County Clerk E-Facts - www.brevardclerk.us.

2. Moderate-Level Security Check (Level II):

- FDLE - <https://web.fdle.state.fl.us/search/app/default>
- Brevard County Clerk E-Facts - www.brevardclerk.us.
- National Sex Offender Public Website - www.nsopw.gov
- Out-of-State criminal checks based on past seven (7) years address history (on-line checks may be done, if available), or alternatively a national background check.

3. Low-Level Security Check (Level III):

- Brevard County Clerk E-Facts - www.brevardclerk.us.
- National Sex Offender Public Website - www.nsopw.gov
- Florida Department of Corrections - www.dc.state.fl.us.
- Out-of-Area criminal checks based on past two (2) years address history (on-line checks may be done, if available).

AO-26: Background Investigation Checks

- F. Applicants under final consideration for positions classified as high security level shall be subject to the following guidelines for criminal background checks.

Consistent with F.S. 112.011, a person shall not be disqualified from employment by the County solely because of a prior conviction for a crime. However, a person may be denied employment by the County by reason of the prior conviction for a crime if the crime was a felony or first degree misdemeanor and directly related to the position of employment sought.

- 1. A prior conviction of any of the following criminal offenses, if a felony or first degree misdemeanor, is considered to be directly related to any high level security position, Irregardless of when it occurred, and will disqualify an applicant from further consideration:**

- Child Abuse, Neglect or Abandonment
- Extortion
- Extreme Violence (Aggravated Assault/Aggravated Battery, Murder, Attempted Murder, Vehicular Homicide)
- False Imprisonment
- Hate Crime
- Indecent Exposure if Sexual in Nature
- Kidnapping
- Manslaughter
- Child Pornography
- Illegal Possession of Guns or Weapons
- Robbery
- Sale of Controlled Substance
- Sexual Offense (Lewd and Lascivious – Sexual Battery)
- Any Offense of similar nature and severity to those listed above (contact the County Attorney's Office if there is a question)

- 2. A prior conviction of any of the following criminal offenses, if a felony or first degree misdemeanor, is considered to be directly related to a high security level position if it occurred within five (5) years of the date of the background check, and will disqualify an applicant from further consideration:**

- Battery/Assault
- Domestic Violence
- Misdemeanor Drug and/or Paraphernalia
- Resisting Arrest with Violence
- Sale of Alcohol or Tobacco to a Minor
- Contributing to the Delinquency of a Minor

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- Any Offense of similar nature and severity to those listed above (contact the County Attorney's Office if there is a question)

A prior conviction of one of the above criminal offenses, if a felony or first degree misdemeanor, that occurred beyond five (5) years of the date of the background check, shall be carefully reviewed by the appointing authority on a case-by-case basis to determine if it is directly related to a high security level position and the applicant is disqualified from further consideration.

3. A prior conviction for any of the following criminal offenses, if a felony or a first degree misdemeanor, shall be carefully reviewed by the appointing authority on a case-by-case basis to determine if it is directly related to a high security level position and if the applicant is disqualified from further consideration:

- Disorderly Conduct/Trespassing
- Driving While Under the Influence (DUI), one incident only (more than one must show proof of rehabilitation)
- Petty Theft
- Worthless Checks
- Other Crimes
- Any Offense of similar nature and severity to those listed above (contact the County Attorney's Office if there is a question)

- G. When determining whether a prior criminal conviction for any of the criminal offenses listed in Section F above are directly related to a high, moderate or low level security position, an appointing authority shall take the following factors into consideration:

- The classification of the crime as a felony or first degree misdemeanor.
- The relationship between the incident and the type of employment or service that the applicant will provide.
- The nature, severity, number, and consequences of the incidents disclosed.
- The amount of time elapsed since the incident(s) occurred.
- The applicant's efforts and success at rehabilitation.
- The age of the applicant at the time of the incident.

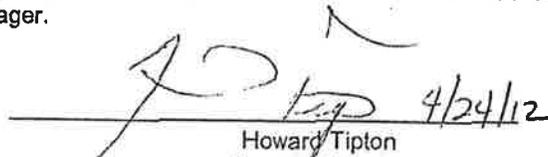
If there is any question about whether the criminal offense is directly related to the position, contact the County Attorney's Office.

- H. After the background investigation checks are satisfactorily completed, the Department/Office can initiate the request for the applicant to be hired to a paid position or coordinate a start date for a volunteer placement.

AO-26: Background Investigation Checks

IV. RESERVATION OF AUTHORITY

The authority to issue and/or revise this Administrative Order is reserved for the County Manager.


Howard Tipton
County Manager
Brevard County, Florida

ATTACHMENT "E"

COURSE MAINTENANCE SCHEDULES

To be submitted by the Contractor to Brevard County Parks and Recreation Department

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Exhibit "B"

FIRST AMENDMENT TO AGREEMENT

THIS AGREEMENT made and entered into this 35 day of ~~September~~^{October}, 2017 by and between **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County," and **INTERNATIONAL GOLF MAINTENANCE, INC.**, a Florida corporation (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, Brevard County and Contractor hereto have previously entered into an Agreement with an effective date of July 31, 2017 ("Agreement") which is incorporated to this Amendment and attached hereto as Exhibit "A" and;

WHEREAS, the Parties desire to amend said Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree, as follows:

1. The recitals set forth above are, by this reference, incorporated into and deemed a part of this Agreement.

2. The section titled **GROSS REVENUE** of the Agreement shall be replaced with the following provisions:

All revenues collected at the three Brevard County golf courses shall be the remitted to the authorized Brevard County bank depository.

County is entitled to all gross revenue generated at the three Brevard County Golf Courses. The Contractor agrees to deposit said revenues in the authorized Brevard County bank depository four to five times weekly and shall scan and email the deposit slips to the Parks and Recreation Administration Office within twenty-four (24) hours after each deposit.

As part of this Agreement and in consideration of monies paid to Contractor pursuant to this Agreement, the Contractor is required to provide inventory and supplies necessary or appropriate for the operation of the retail and food and beverage portions of the three County-owned golf courses and related facilities. As provided for herein, the County is entitled to all revenue from the sale of the aforementioned items to members of the public and shall be responsible for remittance, to the applicable governmental authority, of applicable sales tax solely resulting from the sale of said items to members of the public.

The Contractor also agrees to pay directly to the applicable government authority all other applicable non-ad valorem assessments, special assessments, levies or taxes that may be imposed by a governmental authority upon the Contractor as a result of this Agreement.

3. All other terms and conditions of said Agreement shall remain in full force and effect.

4. If there is a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

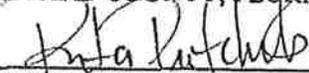
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE MADE AND EXECUTED THIS AGREEMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

ATTEST:



SCOTT ELLIS, CLERK

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

BY: 

CURT SMITH, CHAIRMAN

AS APPROVED BY THE BOARD ON: 10/5/17

REVIEWED FOR LEGAL FORM AND CONTENT



ASSISTANT COUNTY ATTORNEY

WITNESS:



PRINT NAME: JESSICA PARKS

INTERNATIONAL GOLF
MAINTENANCE, INC.

BY: 

GREG A. PLOTNER
EXECUTIVE VICE PRESIDENT

WITNESS:



PRINT NAME: Hope Douglass

Exhibit "C"

SECOND AMENDMENT TO AGREEMENT

THIS AMENDMENT made and entered into this _____ day of November, 2017, by and between **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County" and **INTERNATIONAL GOLF MAINTENANCE, INC.**, a Florida corporation, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, Brevard County and Contractor hereto have previously entered into an Agreement with an effective date of July 31, 2017, ("Agreement") and Amendment dated October 5, 2017, which together are incorporated in this Amendment and attached hereto as Attachment "A"; and

WHEREAS, the Agreement provides for a term of month to month; and

WHEREAS, Contractor, as an inducement for the County to continue utilizing the services of Contractor, has agreed reduce Contractor's compensation under this Agreement; and

WHEREAS, the County has hired an outside consultant to monitor the performance of Contractor under the Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree as follows:

1. Attachment "C" of the Agreement shall be replaced in its entirety with Attachment "B" of this Amendment.
2. Contractor agrees to pay a one-time start-up fee to Christovich and Associates in the amount of \$5,000. Contractor agrees that the one-time fee will be deducted from the County's payment to the Contractor for monies owed to Contractor by County for services under

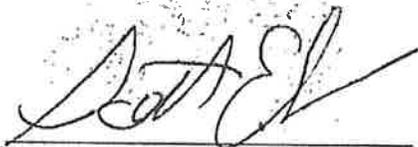
the Agreement for the month of November, 2017. For the month of November, 2017, the total compensation due to Contractor shall be 195,208.⁵⁰.

3. All other terms and conditions of said Agreement shall remain in full force and effect.

4. If there is a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 

Curt Smith, Chairman
As approved by the Board on: 11/7/17

Reviewed for legal form and content


Assistant County Attorney

WITNESS:

Print Name: _____

INTERNATIONAL GOLF MAINTENANCE, INC.

By: Greg A. Plotner

Greg A. Plotner, Executive Vice President

WITNESS:

Print Name: _____