



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

---

F.14.

5/20/2025

---

### Subject:

Resolution and Amendment to Lease Agreement with Brevard County Sheriff's Office for Use of County Property at the Five Palms Farm

### Fiscal Impact:

The County collects a \$1.00 lease payment annually. The Sheriff's Office is responsible for the day-to-day maintenance of the property and pays all charges for public utilities and any other charges applicable to the leased property.

### Dept/Office:

County Attorney's Office / Public Works

### Requested Action:

The Brevard County Sheriff's Office requests that the Board adopt Resolution No. 25-\_\_\_ and approve and authorize the Chairman to execute an Amendment to Lease Agreement, extending the lease until October 15, 2050, with the Brevard County Sheriff's Office for the use of real property owned by the County and located at 2955 Pluckebaum Road, Cocoa known as the "Five Palms Farm." Pursuant to Section 2-247(2), Brevard County Code of Ordinances, the lease of property for nominal value requires a **majority plus one vote** of the Board of County Commissioners.

### Summary Explanation and Background:

The Board of County Commissioners, in regular session on November 15, 1985, executed a ten-year Lease Agreement with the Brevard County Sheriff's Office ("Sheriff") for County property east of Interstate 95 in Cocoa located at the Five Palms Farm, 2955 Pluckebaum Road, Cocoa (the "Farm"). The lease has since been extended three times for an additional 30 years. The current Lease will expire on October 15, 2025.

The Sheriff has made significant capital improvements at the Farm, and is in the process of additional capital investments including the restoration of the former EFSC training range, improvements to the existing 360-degree ballistically safe firearms training environment known as the "Shoot House," and a driving pad for training. Because of these capital investments, the Sheriff requests that the Lease be renewed for an additional twenty-five (25) years under the same terms and conditions as the original.

The proposed lease extension does not impose any new or additional obligations or liabilities on the County. Pursuant to Section 2-247(2), Brevard County Code of Ordinances, the lease of property for nominal value requires a **majority plus one vote** of the Board of County Commissioners.

### Clerk to the Board Instructions:

Return a copy of the executed Resolution and Amendment to Lease Agreement to the County Attorney's Office and Facilities Program Manager.



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

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Kimberly.Powell@brevardclerk.us

May 21, 2025

MEMORANDUM

TO: Morris Richardson, County Attorney

RE: Item F.14., Resolution and Amendment to Lease Agreement with Brevard County Sheriff's Office for Use of County Property at the Five Palms Farm

The Board of County Commissioners, in regular session on May 20, 2025, approved and adopted Resolution No. 25-043; and approved and authorized the Chairman to execute an Amendment to Lease Agreement, extending the lease until October 15, 2050, with the Brevard County Sheriff's Office for the use of real property owned by the County and located at 2955 Pluckebaum Road, Cocoa, known as the "Five Palms Farm". Enclosed are a fully-executed Resolution and executed Amendment to Lease Agreement.

**Upon execution by the Sheriff, please return a fully-executed Amendment to Lease Agreement to this office for inclusion in the official minutes.**

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK

Kimberly Powell, Clerk to the Board

/tr

Encls. (2)

cc: Contracts Administration  
Facilities Program Manager  
Public Works  
Finance  
Budget

**RESOLUTION NO. 25-043**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, PURSUANT TO SECTION 2-247, BREVARD COUNTY CODE OF ORDINANCES, AUTHORIZING THE EXTENSION OF A LEASE AGREEMENT BETWEEN BREVARD COUNTY AND THE BREVARD COUNTY SHERIFF'S OFFICE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Brevard County, Florida (the "County"), has since 1985 leased to the Brevard County Sheriff (the "Sheriff") approximately 52 acres of real property lying east of Interstate 95 and commonly known as Parcel 251 and Parcel 253, Section 1, Township 25S, Range 35E (the "Property"); and

**WHEREAS**, the County and the Sheriff wish to extend the lease under the same terms and conditions; and

**WHEREAS**, the Sheriff intends to use the Property for public purposes including, but not limited to, the operation of a Sheriff's farm, training facilities including shooting ranges, a 360-degree ballistically safe firearms training environment ("shoot house"), driving pad, and other allied uses; and

**WHEREAS**, the Sheriff's continued use of the Property will serve the public interest; and

**WHEREAS**, the Sheriff's continued use of the Property will serve a public purpose; and

**WHEREAS**, the Sheriff's continued use of the Property is in the best interest of the County; and

**WHEREAS**, the Property is likely not to be needed for County purposes in the future during the term of the lease extension or will be used by the Sheriff in a manner compatible with County purposes.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Brevard County, Florida, that:

1. The foregoing recitals are true and correct and are incorporated herein as the findings of the Board of County Commissioners.
2. The term of the existing lease shall be extended for a period of twenty-five (25) years commencing on October 16, 2025, and terminating on October 15, 2050.

3. The annual rent for the Property shall be \$1.00.
4. In the event the Property is not used or ceases to be used for the stated purpose, the lease term shall immediately cease, and the County shall have the right to re-enter and repossess the Property.
5. This Resolution shall take effect October 16, 2025.

DONE AND RESOLVED in regular session this 20<sup>th</sup> day of May, 2025.

ATTEST:



Rachel Sadoff, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA



Rob Feltner, Chairman  
As approved by the Board on May 20, 2025

**AMENDMENT TO LEASE  
AGREEMENT BETWEEN  
BREVARD COUNTY, FLORIDA  
AND  
WAYNE IVEY, SHERIFF OF BREVARD COUNTY,  
FLORIDA**

**THIS AMENDMENT TO AGREEMENT** is made on this 20<sup>th</sup> day of May, 2025, by and between BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "COUNTY"), and WAYNE IVEY, in his official capacity as the SHERIFF of Brevard County, Florida, a County Constitutional Officer and a County Charter Officer, 700 Park Avenue, Titusville, Florida 32780 (hereinafter referred to as the "SHERIFF").

**WHEREAS**, COUNTY and SHERIFF previously entered into a Lease Agreement on November 5, 1985, as amended on September 12, 1995, October 11, 2005, and October 16, 2015, copies of which are attached hereto and incorporated herein as **Attachment A**, for the lease of certain real property commonly known as Parcels 251 and 253, lying east of Interstate 95 in Section 1, Township 25S, Range 35E, containing approximately 52 acres; and

**WHEREAS**, COUNTY and SHERIFF desire to extend the term of the Lease Agreement; and

**WHEREAS**, the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, by Resolution, has determined that the subject property is not needed for use by COUNTY or will be used in a manner consistent with COUNTY purposes, and that the continued lease of the property to SHERIFF will serve the public interest, will serve a public purpose, and is in the best interest of COUNTY.

**NOW, THEREFORE**, in consideration of the covenants and promises made below, the receipt and sufficiency of which are hereby acknowledged, COUNTY and SHERIFF agree as follows:

1. **Recitals:** The recitals set forth above are true and correct and are hereby incorporated into this Agreement.
2. **Term and Termination:** The term of the Lease Agreement executed by the parties on November 5, 1985, as amended, is hereby extended for twenty-five (25) years, commencing on October 16, 2025 and terminating on October 15, 2050. In the event the leased property is not used or ceases to be used for the stated purposes, the lease term shall immediately cease and COUNTY shall thereafter have the right to re-enter and repossess the property.
3. **Consideration and Obligation:** Paragraph 3 of the Lease Agreement is

hereby amended to read as follows:

Consideration and Obligation: Payment for said Lease Property shall be \$1.00 per year, payable in advance. In addition, the Lessee shall be responsible for all routine maintenance, utilities, and lifecycle replacement funding and management responsibilities of the Lease Property, its infrastructure, and grounds, including, but not limited to, any required contamination cleanup resulting from activities conducted or permitted by the Lessee. The Lessee shall obtain the appropriate federal, state, and/or local permits prior to making any improvements on the Lease Property.

**IN WITNESS WHEREOF**, the parties have entered into this Agreement on the date set forth above.

**ATTEST:**

  
Rachel Sadoff, Clerk to the Board


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

By:   
Rob Feltner, Chairman

As approved by the Board on 5/20/2025

Approved as to legal form and sufficiency:  
  
Morris Richardson, County Attorney

**BREVARD COUNTY SHERIFF'S  
OFFICE:**

By:   
Wayne Ivey  
Sheriff of Brevard County

  
Alan Diamond, Chief Legal Counsel

# **ATTACHMENT A**



LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 5th day of November, 1985, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County", and CLAUDE W. MILLER, SHERIFF, hereinafter referred to as "Lessee".

W I T N E S S E T H :

WHEREAS, the County is the Owner of certain real property located in Brevard County, Florida, commonly known as Parcel 251 and 253, lying east of Interstate 95 Section 1, Township 25S, Range 35 E, containing approximately 52 acres, hereinafter referred to as "Lease Property"; and

WHEREAS, the County, pursuant to the authority set forth in Section 125.35, Florida Statutes, may lease county-owned property upon a finding that it is in the best interest of the County to do so.

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. Term: The term of this agreement shall be from the date of this Agreement through October 15, 1995.
2. Lease Property: The Lease Property is located in Brevard County, Florida, and commonly known as Parcels 251 and 253, lying east of Interstate 95, Section 1, Township 25S, Range 35E, containing approximately 52 acres, and is further described in Exhibit "A" which is herein attached.
3. Consideration and Obligation: Payment for said Lease Property shall be \$1.00 per year, payable in advance. In addition, the Lessee shall be responsible for the day to day maintenance of the property and shall pay all charges for public utilities and any other applicable charges to said Lease Property.
4. Permitted Activities of Lessee on Lease Property:  
The Lessee shall use the Lease Property primarily for agricultural

COPIES  
1985  
OCT 15

purposes but may engage in any activity not prohibited by State law or local ordinance or regulation. The Lessee shall also comply with all applicable Brevard County zoning ordinances.


5. County Right of Entry Upon Lease Property: The County specifically reserves the right to enter upon and inspect the Lease Property and equipment without prior notice at any time.

WHEREFORE, the parties hereto have hereunto set their hands and seals the day and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

  
R. C. Winstead, Jr., Clerk

By:   
Thad Altman, Chairman

  
CLAUDE W. MILLER, Sheriff

STATE OF FLORIDA  
COUNTY OF BREVARD

BEFORE ME, the undersigned, a Notary Public in and for the State and County aforesaid personally appeared CLAUDE W. MILLER, who upon oath acknowledged himself to be the Sheriff of Brevard County and that he being authorized so to do, executed and delivered the foregoing Lease Agreement for the purposes therein expressed.

WITNESS my hand and official seal at Titusville, Florida, this 25<sup>th</sup> day of November, 1985.

  
Notary Public, State of Florida  
at Large

My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAY 1, 1987  
BONDED THROUGH MURDOCK-KASHIYAN, INC.

24  
105  
OCT 2005  
RECEIVED  
Facilities  
Construction  
1521

**Exhibit A to Lease Agreement**

The North thirty percent (30%) of the acreage in the below described tract of land to-wit:

That part of the West 2,724.48 feet of the North half of section 1, and the southwest 1/4 of said section 1 in Township 25 South, Range 35 East, lying east of the present right-of-way of the highway designated Interstate 95.

Less and except the parcel described in Official Records Book 3796, page 1915-16, Public Records of Brevard County, Florida, attached hereto.

**AMENDMENT TO LEASE AGREEMENT**

**THIS AMENDMENT TO AGREEMENT**, made and entered into this 12th day of September, 1995, by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "Lessor," and the **CLAUDE W. MILLER, SHERIFF**, hereinafter referred to as "Lessee."

**WITNESSETH**

**WHEREAS**, Brevard County and Sheriff Miller have previously entered into a Lease Agreement on November 5, 1985, a copy of which is attached hereto and incorporated herein as Exhibit "A", and made a part hereof by this reference, and

**WHEREAS**, Brevard County and Sheriff Miller desire to extend the term of the original Lease Agreement.

**NOW, THEREFORE**, in consideration of the covenants and premises contained herein, the Lessor and Lessee agree as follows:

SECTION 1. The term of the Lease Agreement executed by the parties on November 5, 1985, shall be extended for ten years commencing October 16, 1995, terminating on October 15, 2005.

SECTION 2. That all other terms and provisions of the Agreement dated November 5, 1985, which are not inconsistent with the terms and provisions of this Amendment to Lease Agreement, shall remain in full force and effect.

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

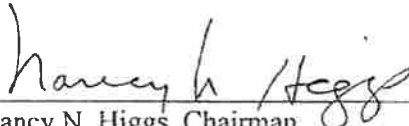
As approved by the Board on

9-12-95

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

  
Sandy Crawford, Clerk

  
Nancy N. Higgs, Chairman

  
Claude W. Miller, Sheriff

REC'D  
FACILITY  
CONSTRUCTION  
OCT 20 1995

**AMENDMENT TO LEASE AGREEMENT**

**THIS AMENDMENT TO AGREEMENT**, made and entered into this 11<sup>th</sup> day of October, 2005, by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "Lessor" and the **BREVARD COUNTY SHERIFF'S DEPARTMENT**, hereinafter referred to as "Lessee". **WITNESSETH**

**WHEREAS**, Brevard County Board of County Commissioners and the Brevard County Sheriff's Department have previously entered into a Lease Agreement on November 5, 1985 and Amendment to Lease Agreement on September 12, 1995, a copy of which is attached hereto and incorporated herein as Exhibit "A", and made a part hereof by this reference, and

**WHEREAS**, Brevard County Board of County Commissioners and the Brevard County Sheriff's Department desire to extend the term of the original Lease Agreement.


**NOW, THEREFORE**, in consideration of the covenants and premises contained herein, the Lessor and Lessee agree as follows:

SECTION 1: The term of the Lease Agreement executed by the parties on November 5, 1985 and Amendment to Agreement dated September 12, 1995, shall be extended for ten (10) years commencing on October 16, 2005 and terminating on October 15, 2015.

SECTION 2: That all other terms and provisions of the Agreement dated November 5, 1985 and Amendment to Agreement dated September 12, 1995, which are not consistent with the terms and provisions of this Amendment to Lease Agreement, shall remain in full force and effect.

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

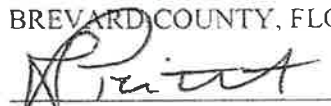
BREVARD COUNTY SHERIFFS DEPARTMENT

  
\_\_\_\_\_  
J.R. "Jack" Parker, Sheriff

ATTEST:

  
\_\_\_\_\_  
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

  
\_\_\_\_\_  
Ron Pritchard, D.P.A., Chairman

As Approved By the Board on: 10/11/05

Reviewed for Legal Form and Content:

  
\_\_\_\_\_  
Assistant County Attorney



AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO AGREEMENT, made and entered into this 21 day of July, 2015, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "Lessor" and the BREVARD COUNTY SHERIFF'S DEPARTMENT, hereinafter referred to as "Lessee".

WITNESSETH

WHEREAS, Brevard County Board of County Commissioners and the Brevard County Sheriff's Department have previously entered into a Lease Agreement on November 5, 1985 and Amendment to Lease Agreement on September 12, 1995 and October 11, 2005, a copy of which is attached hereto and incorporated herein as Attachment "A", and made a part hereof by this reference, and

WHEREAS, Brevard County Board of County Commissioners and the Brevard County Sheriff's Department desire to extend the term of the Lease Agreement;

WHEREAS, the Board, by Resolution, has determined that the property is not needed for use by the Board and that it this lease serves the purpose of promoting community interest and welfare.

NOW, THEREFORE, in consideration of the covenants and premises contained herein, the Lessor and Lessee agree as follows:

SECTION 1: The term of the Lease Agreement executed by both parties on November 5, 1985, Amendment to Agreement dated September 12, 2005 and Amendment to Agreement dated October 11, 2005, shall be extended for ten (10) years, commencing on October 16, 2015 and terminating on October 15, 2025.

SECTION 2: That all other terms and provisions of the Lease Agreement dated November 5, 1985, Amendment to Agreement dated September 12, 2005 and Amendment to Agreement dated October 11, 2005, which are not consistent with the terms and provisions of this Amendment to Lease Agreement, shall remain in full force and effect.

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  
BREVARD COUNTY, FLORIDA

Robin Fisher, Chairman  
As approved by the Board: 7-21-15

BREVARD COUNTY SHERIFF'S  
DEPARTMENT

Wayne Ivey, Sheriff

Reviewed for legal form and content: *Ramon L. Miller*  
Assistant County Attorney 6/11/15