Agenda Report



2725 Judge Fran Jamieson Way Viera, FL 32940

Consent

F.10.

8/8/2023

Subject:

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

Fiscal Impact:

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

Dept/Office:

County Manager's Office

Requested Action:

The North Brevard Economic Development Zone (NBEDZ) formally requests that the Board of County Commissioners (BOCC) approve a Resolution and Real Estate Contract permitting the sale of approximately 4.5 acres of land in the county-owned Spaceport Commerce Park in Titusville for \$225,000.00 (or \$50,000.00 per acre) to the company known as Olympian LED, Inc., and authorize the BOCC chair to execute all documents in connection thereof.

Summary Explanation and Background:

Olympian LED, Inc., is a manufacturing and design firm that produces LED displays in exterior signage for a variety of businesses and institutions. The company currently occupies 4,000 sq. ft. of leased space on Hopkins Street in Titusville, where it employs approximately five people.

As the demand for LED displays has grown, so has the company's need for space; it has now reached the point where it can no longer operate efficiently in its current, leased premises. The company has identified an industrial lot within the Spaceport Commerce Park in Titusville as a suitable location for the construction of an approximately 15,000 sq. ft. manufacturing and warehouse building, a lot with enough acreage to permit a future expansion that could double the footprint of the initial building. With this new capital expenditure project, estimated to cost more than \$2 million, the company anticipates adding approximately five new job positions over the next three years.

The NBEDZ, acting as the county's authorized agent for developing and/or inducing the development of lots within that county-owned business park, formally received and reviewed the company's offer to purchase the land. The NBEDZ approved a purchase offer from the company for \$50,000 an acre at its October 14, 2022, board of directors' meeting. The NBEDZ requests that the Board of County Commissioners approve the sale as presented, and permit the real estate transaction to go forward, per Ordinance No. 2013-08.

For more information: Contact Troy Post with the NBEDZ, at 321-960-1458, or troy.post@brevardfl.gov

F.10. 8/8/2023

<mailto:troy.post@brevardfl.gov>.

Clerk to the Board Instructions:

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



FLORIDA'S SPACE COAST

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

August 9, 2023

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



MEMORANDUM

TO: Morris Richardson, County Attorney

RE: Item F.10., Resolution and Real Estate Contract for Sale of Property in County-Owned Commerce Park, Titusville

The Board of County Commissioners, in regular session on August 8, 2023, adopted Resolution No. 23-069, authorizing conveyance of real property interest in a parcel with the Spaceport Commerce Park (SCP) to Olympian LED, Inc.; approved the Contract for Sale and Purchase, permitting the sale of approximately 4.5 acres of land in the County-owned SCP, Titusville for \$225,000.00 (or \$50,000.00 per acre) to the company known as Olympian LED, Inc.; and authorized the Chair to execute all documents in connection thereof. Enclosed is fully-executed Resolution and Contract.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

RACHEL M. SADOFF, CLERK

Kimberly Powell, Clerk to the Board

/ds

Encls. (2)

cc: County Manager

NBEDZ Director

Contracts Administration

Finance Budget

RESOLUTION NO. 2023 - 069

A RESOLUTION AUTHORIZING CONVEYANCE OF REAL PROPERTY INTEREST IN A PARCEL WITHIN THE SPACEPORT COMMERCE PARK TO OLYMPIAN LED, INC.

WHEREAS, Brevard County, Florida, a political subdivision of the State of Florida, 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, hereafter known as the COUNTY, owns certain real property described as an approximately four and one-half (4.5)-acre parcel preliminarily described and depicted as "Exhibit A;" and,

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

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

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

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

WHEREAS, in accordance with Ordinance No. 2013-18, on October 14, 2022, the NBEDZ Board of Directors approved a purchase offer for a four and one-half (4.5)-acre parcel, more or less, tendered by a company known as Olympian LED, Inc., a Florida company, at the price of \$50,000.00 per acre, with the exact acreage to be determined by a final survey; and,

WHEREAS, the NBEDZ believes that this project, with its plan to build a new approximately 15,000 square foot manufacturing and warehousing facility, thereby enabling an increase in employment at the company, will further assist in the economic revival of an area still in need of a diverse mix of industry in order to offset its dependence upon a single industry sector; and,

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

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

- 1. The foregoing recitations are true and correct and by this reference incorporated;
- 2. The sale of this parcel promotes industrial development;
- 3. Upon completion of a survey of the property, to transfer ownership of an approximately 4.5-acre parcel described generally in the attached "Exhibit A" to Olympian LED, Inc., at the offering price of \$50,000.00 per acre, with the total price to be determined based upon the acreage determined by a survey prior to closing; and,
- 4. To empower the Chair, Board of County Commissioners, to execute all necessary documents related to this real estate transaction.

DONE, ORDERED, and ADOPTED, in regular session, this <u>8th</u> day of <u>August</u>, 2023.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

Rachel M. Sadoff, Clerk

Rita Pritchett, Chair

As approved by the Board on

AUG 0 8 2023

CONTRACT FOR SALE AND PURCHASE

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

Buyer: Olympian LED, Inc. a Florida corporation

3620 Hopkins Avenue Titusville, Florida 32780

Legal description of property being transferred: A parcel containing approximately four and a half (4.5) acres (more or less), and located within Parcel "E" of the Enterprise Park Plat, recorded at Brevard County Official Plat Records Book 32, Page 74, more particularly described in Exhibit "A" attached hereto and incorporated herein, with the final legal description to be based upon a survey of the exact parcel completed and approved by Seller and Buyer prior to closing (hereinafter the "Property").

Terms: Seller agrees to sell, and Buyer agrees to purchase the Property pursuant to the terms and conditions set forth in this Contract for Sale and Purchase, Addendum 1 (Standards for Real Estate Transactions), Addendum 2, Exhibit "A" Legal Description, and Exhibit "B" Restrictive Covenants.

Purchase price: \$ 50,000 (Fifty Thousand Dollars and no/100) per acre for a total price to be determined based upon the acreage determined by a survey of the Property prior to closing.

Deposit: \$ 3,000.00 (Three Thousand Dollars and no/100) to be paid by Buyer to the Brevard County Clerk to be held in escrow and disbursed pursuant to the terms hereof.

Time for acceptance of offer; effective date; facsimile: If this offer is not executed by and delivered to all Parties OR FACT OF EXECUTION communicated in writing between the parties on or before September 30, 2023, the deposit(s) shall, at Seller's option, be returned and this offer withdrawn. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed this offer as indicated herein. An electronic copy of this Contract and any signatures hereon shall be considered for all purposes as originals.

Title evidence: During the Inspection Period, Buyer may at Buyer's option obtain a) title search and/or b) title insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an owner's policy of title insurance. See Addendum 1, Standards of Real Estate Transactions (A) for additional requirements.

Closing Date: This transaction shall be closed and the deed and other closing papers delivered within ninety (90) days of the Effective Date of this Contract, unless modified or extended by other provisions contained in this Contract (hereinafter the "Closing" or "Closing Date").

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

- a. SELLER warrants that there are no parties in occupancy other than SELLER.
- b. BUYER warrants that the person signing this Contract on behalf of BUYER has all necessary authority to sign and bind BUYER.
- c. BUYER is a Florida corporation duly organized, validly existing, and in good standing under the laws of the state of its formation. BUYER's representatives are duly authorized and have the legal right, power and authority to enter into this Contract for Sale and Purchase, and to perform all of its obligations hereunder. The BUYER's performance under this Contract will not conflict with, or result in a breach of, any of the terms, conditions and provisions of its corporation, or of any law, statute, rule, regulation, order, judgment, writ, injunction or decree of any court or governmental instrumentality, or any contract, agreement or instrument to which BUYER is a party or by which is bound.
 - d. The provisions of this warranty section shall survive the Closing Date.

Inspections: The BUYER shall have sixty (60) days after the Brevard County Board of County Commissioners has executed the contract within which to complete physical inspection and evaluation of the property for environmental, hazardous materials, suitability for development, access, drainage and subsurface conditions (hereinafter the "Inspection Period"). In the event a Phase I environmental assessment meeting ASTM standards is prepared and environmental issues objectionable to BUYER are detected, SELLER shall 1) take all steps necessary to remove BUYER'S objections prior to the expiration of the 60-day inspection period, if possible or 2) if acceptable to BUYER, SELLER shall allow an additional ninety (90) days to provide adequate time to conduct a Phase II assessment meeting ASTM standards. If the Phase I assessment reveals contamination objectional to Buyer for any reason this agreement may be terminated by BUYER, and BUYER may decline to allow SELLER to clean up or to proceed to a Phase II assessment. Likewise, if the Phase II assessment reveals contamination objectionable to BUYER, BUYER may terminate this agreement. Alternatively, BUYER may grant SELLER an additional ninety (90) days to clean up the site after the Phase II assessment, but BUYER is not required to do so. SELLER shall allow the BUYER or its agents reasonable right of entry upon the property for inspection purposes. Before the expiration of the initial 60-day inspection period or the additional 90-day extension for a Phase II assessment, BUYER shall have the right to terminate this agreement with a full refund of any deposits, should the results of the inspections be objectionable to Buyer for any reason whatsoever. If clean up after a Phase II assessment is attempted but unacceptable to BUYER, in BUYER's sole and absolute discretion, the BUYER shall have the right to termination of this Contract and receive a full refund of its deposit.

Special Clauses: X See attached Addendum 1, Standards for Real Estate Contract, and Addendum 2.

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

BOARD OF COUNTY COMMISSIONERS BREVARD COUNTY, FLORIDA

BY: Rita Pritchett, Chair Date:AUG 0 8 2023
As Approved by the Board: AUG 0 8 2023
Approved as to Legal Form & Content:
County Attorney
BUYER: Olympian LED, Inc. a Florida Corporation Tax Identification Number: 46-4943354
Date: 7-28-23 (seal)
By: By Q

STATE OF FLORIDA	
COUNTY OF BREVARD	
The foregoing instrument was acknowledged online notarization, this	oration. He/she is personally known to me or
[Notary Seal] DONN EDWARD MOUNT Commission # HH 221602 Expires May 4, 2026	Notary Public DOHN MOUNT

My commission expires: 5-4-2026

(Name typed, printed, or stamped

Notary Public

Olympian LED, Inc. 3659 S Hopkins Ave Ste C Titusville, FL 32780 (321)-747-3220 Chase 2700 S Washington Ave Titusville, FL 32780 63-8413/2670 3164

7-6-23

PAY TO THE Brevard Country Clerk of Courts

\$ 3000, -

Three Thousand

___ DOLLARS

MEMO

BU AUTO DE SIGNATURE

#003164# #267084131#

597033526

Olympian LED, Inc.

3164

Olympian LED, Inc.

3164

ADDENDUM 1 - STANDARDS FOR REAL ESTATE TRANSACTIONS

- A. EVIDENCE OF TITLE: (Applicable in the event Buyer opts to obtain a title commitment). A title insurance commitment issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price insuring Buyer's title to the Real Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract and those which shall be discharged by Seller at or before Closing. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications specified in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have ten (10) days from date of receiving evidence of title to examine it. If title is found defective, Buyer shall within three (3) days thereafter, notify Seller in writing specifying defect(s). Seller will have thirty (30) days from receipt of notice to remove the defects, failing which Buyer shall, within five (5) days after expiration of the thirty (30) day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed one hundred twenty (120) days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall immediately be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall use diligent effort to correct defect(s) in the title within the time provided therefor. If Seller is unable to remove the defects within the times allowed therefor, Buyer shall either waive the defects or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligation under this Contract.
- **B. SURVEY:** Seller, at Seller's expense, shall have the Real Property surveyed and certified by a registered Florida surveyor. If survey shows encroachment on Real Property or that improvements located on Real Property encroach on setback lines, easements, lands of others or violate any restrictions, covenants or applicable governmental regulation, the same shall constitute a title defect.
- **C. TIME PERIOD:** Time is of the essence in this Contract. Calendar days shall be used in computing time periods. Any time period provided for in this Contract that shall end or occur on a Saturday, Sunday, or a national legal holiday (5 U.S.C. 6103) shall extend to 5:00pm (where the property is located) of the next business day.
- **D. DOCUMENTS FOR CLOSING:** Seller shall furnish, as applicable, the deed, bill of sale, construction lien affidavit (if applicable), owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments, as applicable. Buyer shall furnish the closing statement.
- **E. EXPENSES:** Seller shall pay any recording of corrective instruments and the real estate commission. Buyer will pay for the cost of recording the deed, documentary stamps on the deed, any costs associated with the title insurance or property lien searches, and any settlement or closing fee.
- F. PRORATIONS; CREDITS: THERE IS NO TAX PRORATION ON THIS PROPERTY.
- **G. SPECIAL ASSESSMENT LIENS:** Certified, confirmed and ratified special assessment liens as of date of closing (not as of Effective Date) are to be paid by Seller. Pending liens as of date of closing

shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at closing, be charged an amount equal to the last estimate of assessment for the improvement by the public body.

H. PROCEEDS OF SALE; CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If abstract of title has been furnished, evidence of title shall be continued at Buyer's expense to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last title evidence. Proceeds of the sale shall be held in escrow by Seller's attorney or by another mutually acceptable escrow agent for a period of not more than five (5) days after closing date. If Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, all deposit(s) and closing funds shall, upon written demand by Buyer and within five (5) days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale. If Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale. The escrow and closing procedure required by this Standard shall be waived if title agent insures adverse matters pursuant to Section 627.7841, Florida Statutes (1993), as amended.

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

J. CONVEYANCE: Seller shall convey title to the Real Property by County's deed, and shall state that the conveyance includes all interests in subsurface phosphate, minerals, metals and petroleum pursuant to section 270.11(3), Florida Statutes, as amended.

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

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

M. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide access to Property for appraisals, inspections, and walk-throughs prior to Closing.

ADDENDUM 2 - TO CONTRACT FOR SALE AND PURCHASE

- BUYER shall purchase the property in "AS-IS" condition. BUYER ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS ACCEPTED BY BUYER IN ITS PRESENT CONDITION "AS IS," WHERE IS, AND WITH ALL FAULTS, AND THAT NO PATENT OR LATENT PHYSICAL CONDITIONS, WHETHER OR NOT KNOWN OR DISCOVERED, SHALL AFFECT THE RIGHTS OF EITHER PARTY HERETO.
- BUYER agrees to abide by all covenants and restrictions existing on the Spaceport Commerce Park for the development of the property in the Official Records Book (ORB) of Brevard County, Florida, including but not limited to those at ORB 2460, page 2995-3008; ORB 2508, Page 2917; ORB 6395, Page 2380, and Plat Book 32, Page 74, also more particularly identified under Exhibit "B."
- 3. BUYER shall have no right to assign this Agreement without SELLER's prior written consent, which consent may be granted or withheld in SELLER's sole discretion.
- 4. BUYER further agrees to initiate upon the property the construction of a building a minimum of 10,000 square feet within two (2) years of transfer of title from SELLER to BUYER. Failure to proceed with the construction of the 10,000 square foot building, as evidenced by receipt of a building permit from the City of Titusville and the pouring upon the property of a concrete foundation equal to the building footprint specified above within said two (2) year period shall entitle the SELLER to the right to reacquire the property at the same consideration paid by BUYER.
- 5. BUYER and SELLER agree the Parties intent is that the property transferred in the location shown at Exhibit "A" be a parcel approximately four and a half (4.5) acres. The purchase price shall be adjusted at closing depending on the exact acreage shown by boundary survey based on a value of \$50,000.00 (Forty-Five Thousand Dollars and no/100) per acre.
- 6. PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

- 7. DISCLOSURES: (a) SELLER extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical conditions or history of the Property; (b) SELLER has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation; (c) SELLER has no knowledge of any improvements to the property (property is vacant land).
- 8. In accordance with paragraph 5 of the "Modifications of restrictive covenants for the area platted as Enterprise park and also known as Gateway Industrial Park and now known as Spaceport Commerce Park," as recorded at Official Records Book 6395, Page 2380, and attached as Exhibit B, Brevard County hereby gives written permission to Olympian LED, Inc. to construct a building with a metal roof, provided that a metal or pre- engineered metal building must have a façade that completely disguises the metal construction characteristics of the building's front and the first twenty-five (25) feet of each side. Further, in accordance with paragraph 4, structural coverage, including outside storage areas, shall not exceed fifty (50) percent of the lot, and in accordance with the chart at ORB 6395, Page 2400, at a minimum, outside storage may not occur in the front yard, or within the minimum setbacks of the side and rear yards. Outside storage must be screened by a masonry wall or landscaped chain link fence.

BUYER's Signature, Acknowledging and Agreeing to Addendum:

Olympian LED, Inc. a Florida Corporation

ву: В

Its: CEO

Exhibit "A" Survey & Legal Description

(On the following page)

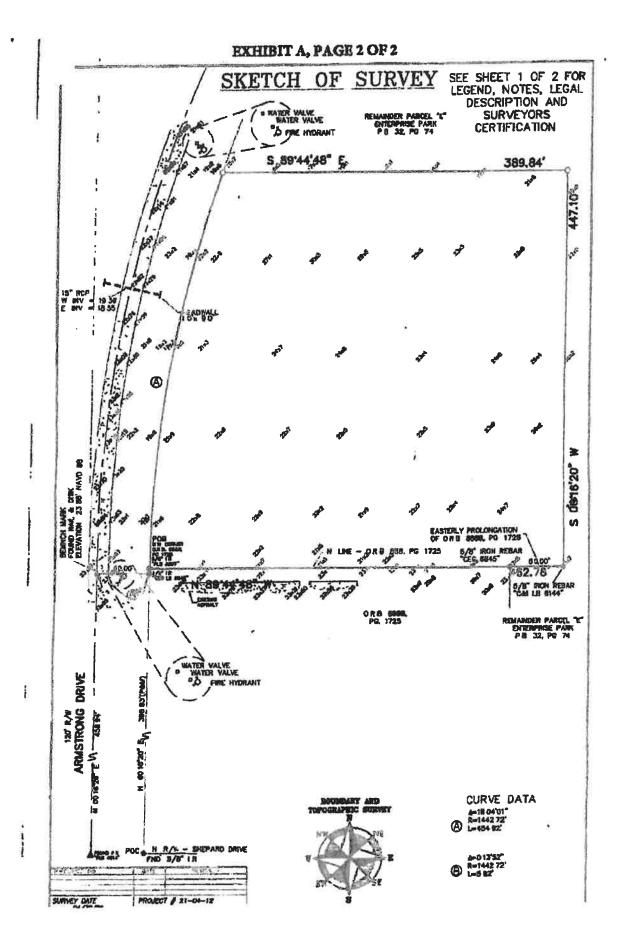


Exhibit "B"Covenant Restrictions

(On the pages that follow)

Modifications of Restrictive Covenants for the area Platted as Enterprise Park and also known as Gateway Industrial Park and now known as Spaceport Commerce Park

The Board of County Commissioners of Brevard County, Florida is the owner, (hereinafter referred to as "Owner") of certain real property located within the plat at Plat Book 32, Page 74 entitled Enterprise Park formerly known as Gateway Center Industrial Park and now known as Spaceport Commerce Park and hereinafter referred to as the "Property".

WHEREAS, Brevard County, Florida as the owner of the platted property imposed at said Official Records Book 2460, Page 2995 "Restrictive Covenants Gateway Center Industrial Park" amended at Official Records Book 2508, Page 2917; and

WHEREAS, the Owner desires to amend the restrictions upon the use and development of the Property located within Spaceport Commerce Park formally known as Enterprise Park and Gateway Center Industrial Park for the mutual benefit and protection of itself and the persons who may hereafter purchase and/or lease the said Property or any portion thereof; and

NOW, THEREFORE, the Owner does hereby declare the Property contained in the Enterprise Park at Plat Book 32, Page 74 also known as Gateway Center Industrial Park and (hereinafter Spaceport Commerce Park) to be subject to the following conditions, restrictions, standards, and reservations binding upon every person or corporation who shall hereafter become the purchaser or lessee of the said Property therein:

1. <u>Use:</u> The use policy for the Property within the Spaceport Commerce Park shall be for light, high technology industrial and related commercial and office operations, where such uses exhibit only those operational characteristics having low nuisance values with respect to dust, smoke, odors, gases, noise, fumes, heat, vibration and other traits associated with light, high technology industrial and related commercial and office operations. The specific uses identified below are allowed:

CFN 2011099814, OR BK 6395 PAGE 2380, Recorded 06/03/2011 at 02:40 PM, Mitch Needelman, Clerk of Courts, Brevard County # Pgs:21

Permitted Principal Uses: Light High Technology

- (a.). Wholesaling distribution centers and associated warehousing and storage.
- (b.) Research and design laboratories.
- (c.) Exhibition and nonretail showroom centers/ trade or convention centers.
- (d.) Manufacturing including manufacturing, compounding, processing, packaging, storage, treatment or assembly of products utilizing preprocessed materials within a structure that does not require exterior storage.
- (e.) Technology and research centers including fabrication or production of technical/ scientific products and materials within an enclosed structure.
- (f.) Printing, publishing or similar establishments.
- (g.) Service establishments catering to commerce and industry including but not limited to restaurants, coffee shops and cafeterias, outlets for business supplies, sales of prescriptions and personal care products, newsstands and similar establishments.
- (h.) Business and professional offices.
- (i.) Vocational, technical, trade or industrial schools and similar uses.
- (j.) Freight movers.
- (k.) Medical clinic in connection with industrial activity.
- (I.) Packaging and delivery express service.
- (m.) Employee credit unions.
- (n.) Retail sales incidental to manufacturing or product floor area. Such retail sales shall be located within the principal buildings.
- (o.) Heliports or landing pads.

Accessory Use:

- (a.) Uses and structures which are on the same lot and of a. nature customarily incidental and subordinate to the principal building structure or use.
- (b.) Uses and structures which are in keeping with the character of the district.
- (c.) No residential facilities shall be permitted except for watchmen or caretakers whose work requires residence on the premises or for employees who will be temporarily quartered on the premises.

Conditional Use:

- (a.) Child care facility.
- (1.) No certificate of occupancy shall be issued until a license has first been obtained from the state department of health and rehabilitative services and any other permitting agency as required by law including the provisions of these regulations.
- (2.) A landscape buffer in accordance with Section 35-38 shall be required on nonstreet property lines.
- (3.) Such facility shall provide a passenger dropoff zone adjacent to the facility providing clear ingress and egress from parking and other areas.
- (4.) All structures, playgrounds, and outdoor recreation areas be setback minimum of fifty (50) feet from any abutting residential zoning district or residential use.
- (b.) Motion pictures, radio and television broadcasting facilities and transmission towers.
- (1.) Towers shall be located on the site so as to provide a minimum distance equal to the height of the tower front all property lines.

- (c.) Multi-use buildings consisting of two or more permitted and/ or conditional uses.
- (d.) Health studio spa and similar establishments.
- (e.) Banks and financial institutions (with drive-in facilities).
- (1.) Each drive-in stacking lane must be clearly defined and designed as to not conflict or interfere with other traffic utilizing the site.
- (2.) A bypass lane shall be provided if one way traffic flow pattern is utilized.

Prohibited uses shall include churches, K-12 private or public schools, and other schools unrelated to manufacturing and "high tech" industries. In no way shall this use policy be construed to imply the Property can be used for heavy manufacturing, hotel or motel, establishments serving food or beverages for the employees or guests of the facility. The latter may be permitted where the establishment is part of a light, high technology industrial and related commercial or office operation functioning as a company cafeteria, lunch room, day care, etc. solely for the use of its employees and guests. The Owner, its successors or assigns, shall not be obligated to grant their consent to any industrial, commercial or office use, and shall have the right, as a condition to any consent, to impose limitations and requirements as it may deem to be in the best interests of the area and to the objectives of the Spaceport Commerce_Park. Any consent may be revoked if at any time a consented use is found to be inconsistent with the use policy as stated herein, and/or is found to be an unreasonable and uncorrectable nuisance in spite of limitations or requirements.

Anything herein to the contrary notwithstanding, this amendment shall only apply to those properties located within the Plat of Enterprise Park recorded in Plat Book 32, Page 74, Public Records of Brevard County, Florida. Should additional properties outside the Plat of Enterprise Park be encumbered by the initial restrictions to Spaceport Commerce Park f/k/a Gateway Central Industrial Park f/k/a Enterprise Park recorded in Official Records Book 2460, Page 2295, Public Records of Brevard County,

Florida, this amendment shall not apply to such property. In addition, one property owner within the Spaceport Commerce Park had an existing daycare use not included within this paragraph 1 as a permitted use on the date of recording this amendment. That parcel with a partial inconsistent use is identified at Official Records Book 5996, Page 1770. The inconsistent or nonconforming use is located on 3600 square feet out of 14,000 square feet shall be entitled to continue to have such uses upon the property, for as long as that use shall be continuously maintained and is not abandoned for more than one year.

2. Review: The Owner sells or leases the Property subject to the expressed condition that the purchaser or tenant shall assure that any future user purchasing, leasing, or subleasing the Property from the purchaser or tenant shall meet the use restrictions set forth in paragraph 1.Use: of the Restrictive Covenants. Such assurance shall take the form of a clause in the lease instrument of deed requiring compliance. The lease instrument or deed shall be submitted to the Spaceport Commerce_Park Authority, or its successors or assigns, prior to sale, lease or sublease of the Property so that the Spaceport Commerce Park Authority may verify the imposition of such condition and restriction.

The Board of County Commissioners, through the Spaceport Commerce Park Authority, shall have the right to approve the intended use of such subsequent owner or tenant, which approval will be based on the permitted uses described in the Restrictive Covenants. The intended use will be deemed approved if not rejected in writing within ten (10) days of the request for approval.

3. <u>Limitations</u>: No illegal trade, business or activity shall be permitted on the said Property. No operations shall be conducted on said Property which will cause an emission of offensive dust, smoke, odors, gases, noise, fumes, heat vibrations or other industrial traits which may be or become a nuisance or an unreasonable annoyance to other property within the Spaceport Commerce Park, except for temporary periods of construction and repairs of buildings, parking areas and other improvements.

- 4. Lot Restrictions: The minimum size of a lot shall be two and one-half (2½) acres. However, minimum lot sizes shall be subject to reduction to not less than one (1) acre lots in forty percent (40%) of the platted area of Enterprise Park, now known as Spaceport Commerce Park; no more than one hundred thirty and a half (130.5) acres may be reduced to less than two and a half (2.5) acre lots. In addition, no lot abutting Shepherd Drive shall be less than 2½ acres in size. Structural coverage, including outside storage areas, shall not exceed fifty (50) percent of the lot.
- 5. <u>Building Material and Architectural Standards</u>: No wooden frame, metal or preengineered metal buildings shall be constructed or placed on the property. No building shall have a metal roof without written permission of the Owner. Metal or preengineered metal buildings may be considered as viable construction alternatives if such buildings are designed with a façade that completely disguises the metal construction characteristics of the building's front and the first twenty-five (25) feet of each side. The Owner reserves the right to reject any architectural design if so recommended by the Spaceport Commerce Park Authority. Except for metal or preengineered metal buildings as provided for herein, all exterior walls of buildings shall be of exposed, concrete-aggregate, stucco, glass, terrazzo, natural stone, brick, or wood siding. All buildings shall be finished by painting, staining or other processes. An Architectural Elevations and Building Materials Statement shall be submitted to the Spaceport Commerce Park Authority.
- 6. <u>Signs and Lighting</u>: No lighted signs with neon lights, intermittent, or flashing lights or LED lights shall be allowed.
- 7. <u>Utilities</u>: The Purchaser or Lessee shall make arrangements with applicable utility providers for securing electrical and telephone services to said property.
- 8. Water and Sanitary Sewer Systems and Solid Waste: Water Distribution lines are located in easements or street rights-of-way. The Purchaser or Lessee shall be responsible for constructing water line extensions to the building site. The Purchaser or Lessee shall be required to obtain approval (permits) from the City of Titusville.

- The Purchaser or Lessee shall be responsible for the design and construction of sanitary sewer extensions to the building site form the existing sanitary sewer system, designed to collect effluents at the property line. The Purchaser or Lessee shall be responsible for obtaining permit approval from the City of Titusville and The State of Florida Department of Environmental Protection for the construction of sanitary sewer extensions. Special requirements may be imposed on the industrial user to limit or control problems which could occur at the treatment site as a result of heavily loaded industrial waste discharge. The State of Florida Department of Environmental Protection shall govern the quality of sewage discharge of the Purchaser or Lessee. No septic tanks shall be used for the treatment of industrial effluent.
- 9. <u>Maintenance</u>: The Purchaser of Lessee of any lot shall at all times keep the premises, buildings, and improvements in a safe and clean condition, and comply in all respects with government health and policy requirements. All landscaping and exterior portions of structures shall be maintained in order to keep an attractive appearance.
- 10. <u>Waiver</u>: The Owner, its successors or assigns, shall have the right in writing to waive minor variances of any of the restrictions or requirements herein set forth.
- 11. Enforcement of Restrictive Covenants: These restrictive covenants herein are made for the benefit of the Owner, its successors or assigns, and all persons who shall hereafter occupy the Property as Purchasers or Lessees to the Owner. Any person or persons for whose benefit these covenants have been made may pursue any suit or action necessary to enforce them, for breach or refusal to conform to the specific requirements thereof or any action lawfully taken thereunder, or to seek injunctive relief or enforcement of assessments or damages, as the case may be, in any court of competent jurisdiction.
- 12. <u>Invalidation and Termination</u>: Invalidation of any restrictive covenant shall not affect the validity of any other covenant, but the same shall remain in full force and effect.

Any covenant herein above may be altered or rescinded by the recording of a document among the Public Records of Brevard County, Florida, and signed by the Owner, together with other Purchasers or Lessees owning and controlling three-fourths in area of the property within the Spaceport Commerce Park.

- 13. The Owner, its successors or assigns, shall adhere to all applicable local, state and federal laws.
- 14. Attorneys Fees In any suit to enforce the Restrictive Covenants, each party shall bear its own attorneys fees.

IN WITNESS WHEREOF, the Owner has executed these Covenants and Restrictions by the undersigned executive officer, and has caused its seal to be affixed, attested by its undersigned Clerk, all pursuant to lawful authority, as of the 3 day of <u>August</u>, 20 10. ATTEST: STATE OF FLORIDA OARD OF COUNTY COMMISSIONERS COUNTY OF BREYOPDBREVARD COUNTY, FLORIDA This is to certify that the fo rus and current con Scott Ellis, Clerk Many Bolinia Chairman and official seal things approved by the Board on: AUG 0 3 2010 SCOTT ELLIS STATE OF FLORIDA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared MARY BOLIN and SCOTT ELLIS, to me known and known to be the person(s) described in and who executed the foregoing Restrictive Covenants as CHAIRMAN and CLERK, respectively, of the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said Board.

Clerk Circuit Court

WITNESS my hand and official seal in the State and County last aforesaid this <u> 3</u> day of Aug 20 10 .

COUNTY OF BREVARD

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Notary Public Tamara J. Van Fossan



	Advanced Electrical Installations, Inc.
WITNESS	Matthew E. Gass, President Owner of 2.74 acres or% of platted area.
(Print or Type Name)	
STATE OF FLORIDA § COUNTY OF BREVARD §	
The foregoing instrument was acknowledge by who is person as identification and who	d before me this _day of, 2010 ally known to me or who has produced no did/did not take an oath.
- 6	NOTARY PUBLIC
Debra 8. Denman Debra 8. Denman Witheas WITNESS Wanda F. Wells (Print or Type Name)	Type or Print Name Commission No.: Commission Expires: City of Titusville Owner of 5.11 acres or% of platted a area
STATE OF FLORIDA § COUNTY OF BREVARD §	
The foregoing instrument was acknowledged by Mark Ryan who is personally known as identification and who	d before me this 24day of August 102010 ally known to me or who has produced o did/did not take an oath.
	Debra S. Denman Type or Print Name Commission No.: DOSIIGIO Commission Expires: Aug. 4, 2012

WITNESS Jahn It Zam (Print or Type Name) Bottony Roy (Print or Type Name)	Mary J. Cianfiogna, as Successor Trustee of the Louis V. Cianfiogna Trust U/A/D July 11, 2008 Mary J. Cianfiogna, as Successor Trustee Owner of 4.76 acres or% of platted area
STATE OF FLORIDA § COUNTY OF BREVARD §	
The foregoing instrument was acknowledged by Mrud. Con Flogna who is persona and who as identification and who	ly known to me or who has produced
BRITTANY A RAY MY COMMISSION # DD836475 EXPIRES October 27, 2013 [407] \$805-0163 EloridaNoteryService.com	NOTARY PUBLIC NO
WITNESS	Knight Enterprises, LLC
(Print or Type Name)	C. Reed Knight, Jr., Managing Member Owner of 11.96 acres or% of platted
WITNESS	area
(Print or Type Name) STATE OF FLORIDA § COUNTY OF BREVARD §	
The foregoing instrument was acknowledged I by who is personally known to me dentification and who did/did not take an oath	or who has produced as
	NOTARY PUBLIC
	Type or Print Name
	Commission No.:

WITNESS	
(Print or Type Name)	Joseph R. Hurston, President Owner of 5.15 acres or% of platted area
WITNESS	alca
(Print or Type Name)	
STATE OF FLORIDA § COUNTY OF BREVARD §	
	ed before me this day of 2010 nally known to me or who has produced ho did/did not take an oath.
	NOTARY PUBLIC
	Type or Print Name
	Commission No.:
16	Commission Expires:
WITNESS Paris (Print or Type Name) WITNESS (Print or Type Name) WITNESS (Print or Type Name)	Transport Refrigeration Parts Exchange, Inc. Scott Rittenhouse, President Owner of 2.46 acres or% of platted a area
STATE OF FLORIDA § COUNTY OF BREVARD §	
The foregoing instrument was acknowledge by EXXIT RITEMNOUSE who is person DNUCS LICENS identification and w	ed before me this 3 day of Now Der. 2010 hally known to me or who has produced ho did/did not take an oath.
BRITTANY A RAY MY COMMISSION # DD936475	NOTARY PUBLIC Brittony Ray Type or Print Name Commission No.: DD930475

WITNESS (Print or Type Name) WITNESS WEAGAN O'CONNOR (Print or Type Name)	Angela D. Heyne, President Owner of 5.01 acres or% of platted area
STATE OF FLORIDA § COUNTY OF BREVARD §	
The foregoing instrument was acknowledged by Angelo D. Heynewho is personal and who is personal three license as identification and who is personal management of the license as identification and who is personal management of the license as identification and who is personal management of the license as identification and who is personal management of the license as identification and who is personal management of the license as identification and who is personal management of the license as identification and who is personal management of the license as identification and who is personal management of the license as identification and who is personal management of the license as identification and who is personal management of the license as identification and who is personal management of the license as identification and who is personal management of the license as identification and who is personal management of the license as identification and who is personal management of the license as identification and who is personal management of the license as identification and who is personal management of the license as identification and who is personal management of the license as identification and who is personal management of the license as identification and who is personal management of the license as identification and license	NOTARY PUBLIC Type or Print Name Commission No.: DD93t0415 Commission Expires: 10 2.7/13 H.I.S., Painting Inc. Angela D. Heyne, President
WITNESS (Print or Type Name)	Owner of 5.00 acres or% of platted area
STATE OF FLORIDA § COUNTY OF BREVARD §	*
The foregoing instrument was acknowledged by ANGLIO D. HEYNE who is personal CNIVETS INCLUSE as identification and who	ly known to me or who has produced
BRITTANY A RAY MY COMMISSION # DD936475 EXPIRES October 27, 2013 Florida Notary Service.com	NOTARY PUBLIC Type or Print Name Commission No.: DO 9310475 Commission Expires: 10 2 113

Lusau Ar Curales	Stinger Fiberglass, LLC
(Print or Type Name) (Print or Type Name) (Print or Type Name)	Arthur Schricker, President Owner of 2.58 acres or% of platted area
STATE OF FLORIDA § COUNTY OF BREVARD §	
The foregoing instrument was acknowledged to by Arthur Schnicker who is personally Chivers license as identification and who	known to me or who has produced
MY COMMISSION # DD936475 EXPIRES October 27, 2013 FloridaNotaryService.com	NOTARY PUBLIC LONG Type or Print Name Commission No.: 10/27/13 Commission Expires: 10/27/13
WITNESS	David Hofius
(Print or Type Name)	
WITNESS	Shirley Hofius
(Print or Type Name)	
STATE OF FLORIDA § COUNTY OF BREVARD §	
The foregoing instrument was acknowledged to by who is personallyas identification and who	known to me or who has produced
	NOTARY PUBLIC
	Type or Print Name Commission No.: Commission Expires:

· · · · · · · · · · · · · · · · · · ·	
	Millsource, Inc.
WITNESS	
(Print or Type Name)	Dale Barry, President Owner of 10 acres or _% of platted area
WITNESS	
(Print or Type Name)	
STATE OF FLORIDA § COUNTY OF BREVARD §	
by who is p	viedged before me this _ day of 2010 personally known to me or who has produced and who did/did not take an oath.
town a	
	NOTARY PUBLIC
	Type or Print Name
	Commission No.:
1	Commission Expires:
Shu Fin	Allied Industries, LLC
WITNESS _	- Amed middelines, cled
Alysa Fike	Shirt (Inul
(Print or Type Name)	Stuart C. Anders, Managing Member
(100 0)	Owner of 2.5 acres or/ <u>bu</u> % of platted
I Vary Both Suenson	area
WITNESS (
(Print or Type Name)	
THE CONTRACT OF THE PARTY OF TH	
STATE OF ELORIDA §	
COUNTY OF Dome &	
	6 - Man a L 2014
The foregoing instrument was acknow	vledged before me this day of
sard services as Identification a	and who did/did not take an oath.
	TA
	NOTARY PUBLIC
	Turny Awermen
	Type or Print Name
*	Commission No.:
	Commission Expires: 11/06/11

Many D. Jimens many D. Jimenez Limble Star Ale	Titusville-Cocoa Airport Authority
WITNESS J. Risch kp (Print or Type Name)	, President Owner of 52.092 acres or% of platted area
STATE OF FLORIDA § COUNTY OF BREVARD §	
The foregoing instrument was acknowledged l by iwchould Powell who is personall Kกอนก as identification and who	y known to me or who has produced
MARY D. JIMENEZ MY COMMISSION © DD 873520 EXPIRES: July 23, 2013 Bonded Thru Nolary Public Underwriters	Mons D. Gimener NOTAR PUBLIC Mary D. Jimener Type or Print Name Commission No.: Commission Expires:
WITNESS Rennat P. R. June (Print or Type Name)	Petroleum Resources and Development, Inc. Robert Griner, President Owner of 4.74 acres or% of platted area
STATE OF FLORIDA § COUNTY OF BREVARD §	
The foregoing instrument was acknowledged by Kenneth P. Richard who is personall as identification and who	v known to me or who has produced
JESSE RICHARD Notary Public - State of Florida My Comm. Expires Aug 6, 2011	Type or Print Name Commission No.: 1 702 189 Commission Expires: 2-4-11

Regulation Type	Zoning	Restricted Covenants	Comments
Land Use	Warehousing, wholesale Laboratories Manufacturing Technology, Research Printing Service establishments Offices Vocational Trade Schools Freight Movers Packaging & Delivery Employee Credit Unions Retails Sales (Incidental)	Light Industrial High Technology Office (incidental) Commercial (incidental) Light Manufacturing	Similar goals. PID has broader use language, but the intent is very similar City removed assembly (convention centers and trade shows) from the PID in 2005
Lot Size	Five acres for development site 30,000 square feet (.69 acres) for minimum lot size within the development	2.5 acres	The PID facilitates smaller industries
Lot Width	150 feet	None	Inconsistent
Min. Lot Coverage	None	50 percent	Inconsistent
Height	None, except over fifty feet shall provide 1 foot additional setback for each additional foot in height.	60 feet	Inconsistent, either one could be considered more flexible
Setbacks	Front: 50 feet for building, 25 feet for parking Side: 35 feet for building, 15	Front: 50 feet (states from ROW, assuming front), 30 feet for parking Side: 25 feet	Inconsistent
	feet for parking Side Corner: 50 feet with parking permitted Rear: 25 feet	Side: 25 feet Side Corner: 50 feet Rear: 25 feet	
andscaping	Must have theme Underground irrigation on ROW Curbed Islands 20 feet buffer	Must have plan No specific requirements	PID is much more stringent
oading areas	Must have 100% opaqueness from ROW with landscaping/build Cannot be in front yard or within 10 feet of side or rear	Must be in rear or side of building Must have screen of 6' masonry wall	PID more flexible.
arking	property line 1 space for each 500 sq ft of space for first 10,000, then 1 space for each 1,000 sq ft	1.5 spaces per 500 sq ft OR 2 spaces for every 3 employees	, Inconsistent

Economic & Fiscal Impact Analysis

Project "Olympia"

Date: July 2023

NAICS Number: 339 950 - Sign Manufacturing 1

<u>Prepared by</u>: North Brevard Economic Development Zone staff, using final-demand and direct-effect economic multipliers from the federal Bureau of Economic Analysis (under the U.S. Department of Commerce) RIMS II (Regional Input/output Modeling System) program.

For more detailed information on RIMS II multipliers, visit www.bea.gov/resources/methodologies.

Development Project Overview

This proposed project would involve the expansion of a local manufacturing firm, Olympia LED, Inc., a company that designs and builds signage with electronic display boards, often referred to as LED lighting. The company fabricates the sign structures, then adds LED components, which it sources from several large vendors, both domestic and internationally. The company operates from a 4,000 sq. ft. building on Hopkins Avenue in Titusville, but needs more space for manufacturing and the storage of components. This project would not involve any outside fabrication or sandblasting work at the new manufacturing site.

The company has submitted an offer to the North Brevard Economic Development Zone (NBEDZ) to purchase a four and a half-acre lot in the Spaceport Commerce Park, for \$50,000 an acre. The NBEDZ serves as the county's designated agent for the development of lots within the commerce park.

The company anticipates the initial construction of an approximately 15,000 sq. ft. building, one that would contain fabrication space, an assembly area, and offices. Once the building is complete, the business would anticipate the relocation of its existing, Titusville workforce (a total of <u>five positions</u>) to the new building, where it would be expected to create five new direct jobs over the next thirty-six months. Given the trade skills required for these positions (electrical, welding), the NBEDZ has projected that the positions would be paid an average annual wage of \$40,000.

With receipt of an offer to purchase industrial real estate in the county's Spaceport Commerce Park, the NBEDZ prepared this economic and fiscal impact analysis to determine the project's potential economic and fiscal impact on the local economy.

¹ NOTE: The North American Industrial Classification System (NAICS) number used – "339 950, sign manufacturing" – represented the best fit for the firm, given the NAICS numbers available in RIMS II.

Impact Analysis – <u>Project "Olympia"</u> PAGE TWO

Use of RIMS II for Economic Impact Analysis

To understand the likely economic impact of this project on the Titusville market area, the analysis that follows relied upon the use and application of economic multipliers generated by the federal Bureau of Economic Analysis (BEA); these data sets were produced through complex analysis of statistics provided by several federal sector sources, including the U.S. Bureau of Labor Statistics and the U.S. Census Bureau.

In economics, a multiplier is a factor of proportionality that measures how one variable changes in response to another variable. The multipliers used in this report are based upon 2012 national benchmark input-output data, and on 2018 regional data specific to the Titusville/Brevard County area; as such, the data used in this analysis is tailored to the local market.

Most of the multipliers used are referred to as <u>Type II final-demand</u> (final use) multipliers and <u>direct-effect</u> multipliers. Final-demand multipliers are merely ratios of a total change in economic activity to a dollar change in final demand (such as the investment in a new building). According to the BEA, final demand consists of a number of different purchases for "final use." These purchases are called *final* because they are not used as intermediate inputs by industries in the region, and may include (1) purchases by consumers outside the region, (2) investments in buildings and capital equipment, (3) purchases by government, and (4) purchases by households.

When a variable is multiplied by a final-demand change, these multipliers (also referred to as "per-output" multipliers) provide an estimate of the total impact across all industries in Titusville/Brevard County. This impact may be expressed in terms of gross output, value-added (increase in local GDP), earnings, and employment. Most of these impacts are shown in the analysis that follows.

[NOTE: Part-time employment can heavily influence the value of Type II multipliers for industries that pay high wages. Visit the BEA website, www.bea.gov, for more details on employment multipliers.]

Direct-effect multipliers for employment and household earnings are ratios of the total change to the initial change.

Type II multipliers account for both the inter-industry effects (direct and indirect) and for the household spending effects (induced effects) of a final-demand charge. [Conversely, Type I multipliers account for only the inter-industry effects (direct and indirect) of a final-demand change.]

Input Variables from Proposed Project

For this project, no NBEDZ "Application for Assistance" was submitted (since it involves a real estate acquisition, and not a grant request), a form that typically provides key data on the project. Instead, the NBEDZ relied upon conversations with the company's representative, along with its

Impact Analysis - <u>Project "Olympia"</u>
PAGE THREE

understanding of recent construction pricing and wage data to generate the numbers needed for the economic impact analysis. Those numbers, which will serve as input variables, are as follows:

<u>Iob Creation</u> – The company has indicated that it's expansion project will result in the creation of approximately five (5) new jobs over the next three (3) years. It should be noted that NBEDZ staff is aware that the company currently employs five people at its existing, Hopkins Street address.

<u>Wages Paid</u> – Based upon input from the project's management team and from the letter purchase-offer provided, the NBEDZ estimates that the average annual wage for these new full-time positions (among all job categories) <u>will be \$40,000</u>, which would place those salaries/wages at approximately 75% of the county's average annual wage for the most recent year reported (2021).

<u>Fringe Benefits Paid</u> – Relying upon input from the project's management team, the NBEDZ anticipates that the average benefits cost (for healthcare coverage and the provision of vacation/sick leave policies) would be <u>\$10,000</u> per employee.

<u>Capital Expenditures</u> – The NBEDZ, based upon feedback received from the local construction industry and information supplied by the company, forecasts that the cost to make the improvements planned by the company will exceed \$2,000,000 (construction budget).

In addition, the NBEDZ expects the company to acquire new capital equipment items, although no figures on such capital expenditures was shared with NBEDZ staff.

<u>Sales Activity</u> – The company projects that its manufacturing facility will generate annual sales totaling approximately <u>\$1,200,000</u>.

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Impact Analysis – <u>Project "Olympia"</u> PAGE FOUR

Forecasted Economic Impacts

Applying the RIMS II multipliers to the project's parameters, the following impacts would be considered likely, provided that the project is implemented in the same manner and scope as set forth in the letter from the company that made a formal offer to purchase property in the commerce park:

Job Creation

Commodities Classification	Final-Demand Employment Multiplier	Direct Jobs Created	Expected Indirect Jobs Created	Expected Induced Jobs Created
Fabricated Metal Products Manufacturing	Type I – 5.0887 Type II –5.0998	5	6	O

<u>Source</u>: BEA, Tables 2.3 Type 1 / Type II Final-Demand Employment Multipliers – Industry Aggregations, released 2020

Interpretation: In this analysis, indirect job creation is based upon the forecasted "output" of a company or entity (interpreted herein as <u>annual sales generated by the company through this project location</u>, based upon the addition of the new capital improvements to the site). Given that the company anticipates annual sales of \$1,200,000 (see assumptions on page three of this report), the Type I multiplier (of 5.0887) is then multiplied by that sales volume to generate the forecast, showing the creation of 6 indirect jobs (\$1.2 million x 5.0887 jobs per \$1 million).

Note that the final-demand employment multiplier is measured as jobs per million dollars of output.

"Indirect Jobs" are those jobs created by suppliers of materials, services, and/or goods that are used in construction and/or operation of a project.

Next, multiplying the output (again, sales volume) forecast by the company times the Type II multiplier (of 5.0998) yields a total of both <u>indirect and induced jobs</u> (6). Subtracting the number of indirect jobs (6) then yields the number of induced jobs expected to be created by the project (o).

"Induced Jobs" are those jobs created by employees of the company spending earned money, whether in local restaurants, retail shops, and on the purchase of other goods and/or services.

Impact Analysis – <u>Project "Olympia"</u> PAGE FIVE

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For a graphic representation on how these multipliers are used on a per project basis, see the chart on the following page:

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Comparison of Impact Definitions

RIMS	Alternative	
Final-demand change	Direct impact	Type I
Direct impact		Type I Type II
Indirect impact	Indirect impact	
Induced impact	Induced impact	•

Wages Paid

Commodities	Direct-Effect	New Payroll to be	Earnings Impact
Classification	Earnings Multiplier	Created	
Fabricated Metal Products Manufacturing	Type II – 1.5511	\$200,000	\$310,220

<u>Source</u>: BEA, Table 2.5 Type II Direct Effect – Total Multipliers – Industry Aggregations, released 2020

NOTE: The commodities classification for this project – "fabricated metal product manufacturing" – represented the best fit for the business, given the listing available under the RIMS II data. However, it is possible that another classification might yield more accurate forecasts.

Interpretation: Based upon the average annual wage expected to be paid for all new job positions realized by this project (\$40,000 per job), it is projected that a total payroll of \$200,000 will be generated (5 direct jobs x \$40K). Multiplying this payroll figure by the direct-effect

Impact Analysis – <u>Project "Olympia"</u> PAGE SIX

multiplier of 1.5511 yields the amount of earnings realized throughout the community (new income generated from the addition of those direct jobs), that of more than \$310,000 for the addition of those 5 new jobs in the area.

The Type II direct-effect multiplier was used for this analysis because that multiplier accounts for both inter-industry effects (direct and indirect) and household spending effects (induced) of the project's implementation.

Fringe Benefits Paid

Commodities	Direct-Effect	Dollar Amount of	Fringe Benefits
Classification	Earnings Multiplier	Fringe Benefits	Impact
Fabricated Metal Products Manufacturing	Type II – 1.5511	\$50,000	\$77,555

<u>Source</u>: BEA, Table 2.5 Type II Direct Effect - Total Multipliers - Industry Aggregations, released 2020

Interpretation: Based upon the average fringe benefits package expected to be paid annually for the new job positions realized by this project (\$10,000 per job), it is projected that the value of the total fringe benefits package will be \$50,000 (5 jobs x \$10K). Multiplying this figure by the direct-effect multiplier of 1.5511, it is anticipated that the impact of the benefits package paid to those new workers would represent an additional earnings impact on the community of \$77,555 annually.

The Type II direct-effect multiplier was used for this analysis because it accounts for both interindustry effects (direct and indirect) and household spending effects (induced) of the project's implementation.

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Impact Analysis – <u>Project "Olympia"</u> PAGE SEVEN

Capital Expenditures

Industry Classification	Final-Demand Value Added Multiplier	Anticipated Capital Investment	Value Added Impact
Sign Manufacturing – 339 950 NAICS Number	Type II – 0.4389	\$2,000,000	\$877,800

<u>Source</u>: BEA, Table 1.4 Type II Final-Demand Value-Added Multipliers - Detailed Industries, released 2020

Interpretation: Based upon the projected capital expenditures for this project (for building, improvements, and equipment, totaling \$2,000,000 million approximately), and applying the Type II final-demand value-added multiplier, that dollar outlay would be expected to create an additional value of \$877,800 in capital investment throughout the community.

Sales Activity

Industry Classification	Final-Demand Multiplier – Output	Sales Projection by end of FY 23	Community Impact
Sign Manufacturing – 339 950 NAICS Number	Type II – 1.0971	\$1,200,000	\$1,316,520

<u>Source</u>: BEA, Table 1.1 Type II Final-Demand Output Multipliers – Detailed Industries, released 2020

Interpretation: Output multipliers are ratios of the total change in local output (sales) to the change in local output purchased by final users. Based upon activity within this industry sector, and the potential market share that could be captured by this firm, the applicant projects annual sales at \$1.2 million.

Impact Analysis – <u>Project "Olympia"</u> PAGE EIGHT

Using the Type II final-demand output multiplier for the business' industry sector (durable goods), it is projected that the effect of that sales volume would potentially translate into \$1.3 million in sales from local supplier firms and service/retail sector outlets.

Forecasted Fiscal Impacts

Fiscal impact analysis considers the financial benefits that local and state governments receive through taxation and fee schedules paid for by a project. In a general sense, revenues generated by new developments are combined with other sources of revenue flowing into governmental units and are then used by those governmental units to cover the costs of services provided to the community, like police and fire protection, sanitation, and utility services.

While a fiscal impact analysis would typically consider both the revenues and the cost burden it places on government to provide services to a project (thus permitting a comparative study between costs and revenues), only the anticipated revenues for this project are shown herein. This decision was made to avoid any inference that a project's potential "costs" to local government (for the provision of certain services, such as police or fire protection) could be or might be interpreted as a possible policy recommendation coming from the NBEDZ.

For a detailed understanding on the cost of governmental services to a private sector development, a review of a governmental unit's annual budget (most of which are now available via online platforms) should provide more precise information on the costs of specific services.

More details on the project's fiscal impact are provided below:

KEY PROJECT COMPONENTS	
Current Taxable Value of Land (according to BCPAO):	\$0
Armstrong Drive-Spaceport Commerce Park Lot	
Anticipated Capital Investment (in Building and Land)	
(Land \$225K and \$1.775,000 construction):	\$2,000,000
Anticipated Market Value:	\$2,200,000
Anticipated Capital Investment (Equipment)	Unknown
New Jobs to be Created: 5, by 2026	
Industry Sector (NAICS): 339950 Sign Manufacturing	

Impact Analysis – <u>Project "Olympia"</u> PAGE NINE

TAXES ANTICIPATED FROM PROJECT IMPLEMENTATION - ONE-TIME IMPACT

Sales Tax

Total Construction Budget			Materials			
Construction/Renovations	\$1,775,000	(40% of purchase)	\$710,000	7%	\$49,700	

Fees/Permitting:

Impact Fees	City/County			\$75,000	Approximate
Building Permit	City/County	Titusville	3%	\$53,250	

TAXES ANTICIPATED FROM PROJECT IMPLEMENTATION - ANNUAL IMPACT

Real Property Tax (Land & Building)

Estimated BCPAO Value

Building and Land	\$2,200,000	Rate: 17.7534 per \$1,000	\$39,057	
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INITIAL ANNUAL FISCAL STIMULUS: \$217,007

Summary

This proposed project would allow a Titusville-based manufacturer to expand its operations by taking a county-owned parcel, generating no tax return for the county, and transforming it into a revenue-producing lot with the addition of a \$2 million capital expenditure for a new 15,000 sq. ft. building. The resulting expenditure would be expected to create more than \$877,000 in additional capital expenditures in the area, among suppliers to the business.

The project would also result in a "year one" fiscal stimulus to state and local governments of \$217,000.

The resulting project would also retain four positions, and create five new jobs, while helping to induce the creation of 6 additional jobs indirectly throughout the community.

Appendix - Supplemental Material

- Excerpt from BEA Table 1.3 Type II Final Demand Employment Detailed Industries Multipliers
- Excerpt from BEA Table 1.3 Type I Final Demand Employment Detailed Industries Multipliers

Impact Analysis – <u>Project "Olympia"</u> PAGE TEN

- Excerpt from BEA Table 2.5 Type II Direct Effect Total Multipliers Industry Aggregations
- Excerpt from BEA Table 1.4 Type II Final-Demand Value Added Multipliers Detailed Industries
- Excerpt from BEA Table 1.1 Type II Final-Demand Output Multipliers Detailed Industries
- Copy of TRIM notice from county tax assessor's office on subject property

Analysis based upon certain information (estimated project costs) supplied by the company.

Analysis acknowledges the possibility that varying depreciation schedules may apply to both real and tangible personal property. Further, the county's tax assessor may establish a different valuation for real and personal property holdings.

Impact calculations performed by NBEDZ staff; conclusions deemed reliable but not guaranteed.

E:/economic impact analysis - Project Olympia

TYPE I - FINAL DEMAND Table 2.3 Rinal Daman EMPLOSMENT-INGUITALY AGGREGATION Region: Brevard Count Series: 2012 U.S. Gent [Jobs] 11 13 15 10 12 14 Monmetall Primary m: Fabricated Machinery Computer: Electrical e Notor veh Other tron 0.0006 1 Agriculture 0.0012 0.00041100.0 0.0007 0.0003 0.0006 0.0007 0.029 0.0002 0.0001 0.0002 0.0000 2 Mining, qu 0.00040.0001 0.0001 3 Utilities* 0.0098 0.0076 0.0051 0.0058 0.0057 0.0137 0.0044 0.0037 0.0382 0.0126 4 Construction 0.0244 0.021 0.0111 0.0137 0.0153 0.0066 17077 5 Durable go 3.7312 3.2501 5.0887 4.2075 3.5206 4.0369 3.1801 0.1006 0.0348 0.0532 0.0539 6 Nondurabl 0.0154 0.065 0.04030.0109 0,0833 0.1150 0.1368 0.0667 7 Wholesale 0.1255 0.044 0.0808 0.1142 0.0272 0.059 B Retail trad-0.0517 0.0253 0.0082 0.0418 0.0234 0.0315 9 Transporta 0,4469 0.066 0.093 0.0217 0.0661 0.0468 0.0277 0.04940.0097 0.0092 10 Informatio 0.0143 0.0063 0.0134 0.0076 0.0062 0.0119 0.0542 0.0101 0.0424 0.0312 0.027 11 Finance an 0.039 0.0452 0.04090.0484 0.0432 0.0475 0.0365 0.065 12 Real estate 0.0623 0.0341 0.0738 13 Profession 0.1493 0.0846 0.1400 0.1409 0.1323 0.122 0.0956 0.24910.0377 14 Managemi 0.0161 0.0085 0.0206 0.0638 0.0138 0.0264 0.0391 0.2307 0.0958 0.1439 0.08660.0906 0.0924 0.206 15 Administra 0.1197 16 Educations 0.0041 0.0018 0.0031 0.0029 8000.D 0.001B 0.0015 0.0015 17 Health cun 0.0009 0.0004 0.0007 0.0005 0.00002 0.0003 0.0003 0.0004 18 Arts, order 0.0062 0.0026 0.0045 0.0025 0.0047 0.00220.0031 0.0023 0.0115 0.004 0.0074 0.0069 0.0014 0.004 0.0029 0.0028 19 Арсотическ 0.0567 0.0265 0.0371 0.0241 0.0175 0.0195 20 Food servi-0.035 0.009121 Other serv 0.0002 0.0386 0.0887 0.03920.0371 0.0971 0.0240 0.0231 22 Household 0 0

TYPE I - FINAL DEMAND Table 2.3 Final Derman Region: Brevard Court EMPLOSMENT - THOWAY AGENCIAN Series: 3012 U.S. Benc. [Joibs] 10 11 12 13 14 15 16 Nonmetall Primary m-Fabricated Machinery Computer Electrical a Motor vals Other tran 1 Agriculture 0.0079 0.0056 0.0086 0.0079 8800.0 0.00680.0057 0.0108 2 Mining, qu 0.029% 0.0002 0.0002 0.0001 0.00010.0001 0.0003 0.0002 3 Utilities* 0.0139 0.017 0.0122 0.0049 0.009 0.0089 0.009 0.012 4 Constructle 0.0656 0.0365 0.0345 0.0321 0.0245 0.0277 0.0056 0.035 3.741 3.2577 5.099B 4.2181 9.5392 4,046 3.1876 1.7224 6 Nondurabl 0.11360.0256 0.0098 0.0545 0.0277 0.047 0.0632 0.0736 7 Wholesale 0.1067 0:1437 0.10740.1397 0.06320.1577 0.1549 0.1022 B Retail Made 0.3842 0.2845 0.40170.3927 0.4367 0.3382 0.31510.54529 Тлагырына 0.4786 0.0908 0.0858 0.0875 0.0626 0.0958 0.0713 0.075860 leformatio 0.0306 0.0191 0.0307 0.0313 0.0288 0.0252 0.019 0.034211. Finance an 0.0779 0.0755 0.04510.09650.0003 0.0789 0.06120.086 12 Real estate 0.29210.21320.33430.2928 0.3437 0.2633 9.11.15 0.433 13 Profession 0.192 0.118 0.1967 0.1873 0.1874 0.142 0.1245 0.311.00 14 Manageme 0.0216 0.0112 0.0745 0.0415 0.0683 0.0171 0.0291 0.0444 15 Administra 0.1454 0.1530.2792 0.1421 0.1416 0.1305 0.1252 0.2705 16 Educations 0.0563 0.0415 0.0613 0.0595 0.048 0.0505 0.0416 0.0804 17 Mealth cars 0.1417 0.3877 0.1902 0.3720 0.4439 0.9200 012645 0.5194 18 Arts, enter 0.04440.0324 0.0479 0.0462 0.0514 0.0817 0.0388 0.0603 19 Ассотите 0.029 0.0176 0.0273 0.0259 0.024 0.0203 0.0463 0.029110 Food sends 0.2456 0.1722 0.2454 0.238 0.2499 0.1990.1614 0.3024 31 Other mrv 0.2244 0.144 0.1923 0.186 0.191.1 0.1535 0.129 0.2277 12 Household 0.0266 0.0207 0.0302 6850.0 0.0343 0.0249 0.0205 0.0403

Jan Edwing & Diohogo Table 2.5 Total Multipliers - Industry aggregations Region: Brevard County (Type N) Series: 2012 U.S. Benchmark I-O date and 2018 Regional Data Final-demand O Final-demand Es Final-demand (Final-deman Direct-effect & Direct-effect Es 1 Farms 1.5047 0.4982 17.9548 0.6461 1.4543 1,3471 2 Forestry, fishing, and related activities 1.3537 0.4189 13,8026 0.8589 1.3617 1.255 3 Oil and gas extraction û D D 0 4 Mining (except oil and gas) 1.4087 0.3054 6.9639 0.7696 1.6837 1.6725 5 Support activities for mining 1.4938 0.4383 10.3816 0.8364 1.5817 1,5778 6 Utilities* 1.3007 0.2466 3,601 0.7621 1.6339 2.9401 7 Construction 1,5056 0.585 12.5078 0.8651 1.4659 1.6418 8 Wood product manufacturing 1.3853 0.28396.4531 0.5294 1.6153 1.6489 9 Nonmetallic mineral product manufacturing 1.4544 0.325 6.6977 0.6799 1.7019 1.9046 10 Primary metal manufacturing 1,4154 0.2534 5.1488 1.7436 0.45011.9026 11 Fabricated metal product manufacturing 1.5511 1.4597 0.3694 7.7842 0.6518 1.6827 12 Machinery manufacturing 1.413 0.353 6.6901 0.6118 1.5186 1.7182 13 Computer and electronic product manufacturing 1.3544 0.4188 6.0605 0.8957 1.3544 1.7922 14 Electrical equipment, appliance, and component 1.3964 0.3039 6.2131 0.6452 1.5903 1.7009 15 Motor vehicles, bodies and trailers, and parts ma 1.3823 0.2503 5.074 0.4276 1.7193 1.8637 16 Other transportation equipment manufacturing 1.6131 0.49218.0199 0.7799 1.6129 2.0403 17 Furniture and related product manufacturing 1.528B 0.4491 10.1861 0.6304 1.5045 1.5721 18 Miscellaneous manufacturing 1.4188 0.334 6.7877 0.7615 1.5745 1.7473 19 Food and beverage and tobacco product manufa 1.3111 0.2402 5,4394 0.4131 1.5562 1.586 20 Textile mills and textile product mills 1.4688 0.3955 10.7892 0.5808 1.5679 1.5612 21 Apparel, leather, and allied product manufacturis 1.3747 0.3385 12.3142 0.742 1.4876 1.2717 22 Paper manufacturing 1.3505 0.2695 4.8516 0.495 1.6302 2.0591 23 Printing and related support activities 1.5089 0.4114 10.2046 0.7503 1.5609 1.5774 24 Petroleum and coal products manufacturing 1.1767 0.2079 3.1683 0.2927 1.3565 1,7542 25 Chemical manufacturing 1.3763 0.2728 4.6878 0.587 1.5895 1.9606 26 Plastics and rubber products manufacturing 1,4052 0.2715 5.5966 0.5282 1.6767 1.8059 27 Wholesale trade 1,4301 0.3805 6.6771 0.8519 1.5439 2.0455 28 Motor vehicle and parts dealers 1.4249 0.5309 11.1061 0.9827 1.3314 1.4816 29 Food and beverage stores 1.4491 0.5051 18.8839 0.9076 1.3639 1.2457

TYPE II - UAULE-ADDED

(CAPEX) Table 1.4 Pinal Deman Region: Brevard Count Suries: 2012 U.S. Benc (Dollarii) 539940 339950 339990 311111 311119 311221 311210 311225 Office supp Sign many: All other in Dog and ca Other anin Flour willir West comir Fires and of 1. Agricultury 0.0003 0.0004 0.0091 0.0004 0 0 0 0 2 Mining, qu 0.0001 0 0 0 ŋ 3 Linkholms* 0.0041 0.0051 0.0049 0.0034 Ð 0 0 0 4 Construction 0.0017 0.0022 0.0019 0.0014 Ð 0 0 ø 5 Durabla ge-0.4067 0.4389 0.47510.0019 0 0 Ø. 0 6 Nondumbi 0.01440.0135 0.01030.27640 0 7 Wholesale 0.0187 0.0247 0.0206 0.021 ø ø ø Q. 8 Retail tead 0.015 0.02470.0193 0.0128 ø ä ø. ø 9 Transports 0.0064 0.0067 8800.0 0.0056 0 Q Ö 10 informatio 0.0067 0.0076 0.00640.0032Ò 0 ø 6 11 Finance an 0.0112 0.0082 0.01340.0961o Ď. Ö Ø. 12 #eal estate 0.021 ð 0.03290.02730.0153 ø. Ò ø 13 Profession 0.0713 0.0003 Ò Ď٠ d ů 0.0163 0.0323 14 Manageme 0.00770.0113 0.0079 0.0045 Ò ű Ů. O: 15 Administra 0.0067 0.0077 Õ D. 0.0098 0.0061٥ œ 14 Educations 0.0021 0.0082 0.0027 0.0018 ú û ű. O-17 Health curs 0.0116 0.0305 0.0248 0.0166 ů. 0 0 0.0017 0.0025 0.0022 10 Arts, entes 0.0014 Û 0 0 0 0.0015 0.0022 0.002 19 Accommor 0.0011 Û 0 0 0 30 Food service 0.0063 0.0093 0.0084 0.0051 0 0 0 ø 21 Other serv 0.0071 0.0107 0.009 0.0062 0 0 0 Ð 32 Household 0.0003 0.0005 0.0004 0.0003 0 0 0 O

Table 1.1 Final Deman Region: Brevard Count	4	TYP	6 <u>I</u>	4	SALFS	pa O L	COPLAR	12_
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Dollary		7			SALFE)		
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T Agriculture	0.0005	0.0007	0.0174	0.0008	Ó	O	0	0
2 Milaing, qu	0.0001	ú	0	0	ů	-0	-0	-0
3 Littlinies*	0.007	0.0087	0.0084	0.0059	ū	0	0	0
 Construction 	0.0039	0.0052	0.0045	0.0033	0	0	0	0
5 Durable go	1.0658	1.0971	1.0656	0.0044	-O	0	٥	0
6 Nondurabl	0.0525	0.0584	0.0344	1.0517	1	1	1	1
7 Wholesale	0.0311	0.041.1	0.0342	0.0348	0	0	9	0
B Retail trad	0.0232	0.0379	0.029#	0.0198	0	0	0	Q
9 Transperta	0.0141	0.0146	0.0187	0.0122	Q	Q	0	Q
10 informatio	0.0119	0.014	0.0118	0.0059	Q.	Q.	0	Q
11 Finance an	0.0216	0.0349	0.0246	0.0214	Q	Ú.	ø	Ď
12. Roul estate	0.0289	0.0451	OVER 140	0.071	Ō	Ů.	Ď.	۵
13 Profession	0.0326	0.024	0.0334	0.0145	Ů.	Ů.	Ů	O
14 Managemu	0.0123	0.0179	0.0115	0.0071	0	0	Û	D
15 Administra 16 Educations	0.0309	0.0137	0.0161	0.01	0	0	٥	0
17 Health care	0.0051	0.0048	0.004	0.0026	a o	0	0	Ω
18 Arts, enter	0.0029	0.0492	0.0401	0.0268	0	0	0	0
19 Accommo	0.0025	0.0036	0.0037 0.0034	0.0013	0	0	Ð	0
10 Food sarvi-	0.0122	0.017B	0.0161	0.0099	0 D	D	0	0
21 Other serv	0.0111	0.0196	0.0166	0.0113	-O	-O	0	0
AA CHIMI SELY	200000000000000000000000000000000000000	CONTRACT	0.0100	070712	II,	- U	v	0