



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.1.

1/21/2020

Subject:

Approval of Resolution and Real Estate Contract for sale of property in County-owned Commerce Park in Titusville. (District 1)

Fiscal Impact:

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

Dept/Office:

North Brevard Economic Development Zone

Requested Action:

The North Brevard Economic Development Zone (EDZ) requests that the Board of County Commissioners (BOCC) approve a Resolution and Real Estate Contract permitting the sale of approximately 5 acres of land in the county-owned Spaceport Commerce Park for \$180,000.00 to the company known as Milton J Wood First Protection, Incorporated, and authorizing the BOCC chair to execute all documents in connection thereof.

Summary Explanation and Background:

Milton J Wood Fire Protection, Inc., is an employee-owned company with corporate offices in Jacksonville, Florida. The company designs, fabricates, and constructs fire suppression systems for industrial companies, and for institutional clients, including the Department of Defense and NASA. The company desires to construct a new office and specialty pipe fabrication facility.

The company plans to construct an approximately 15,000 square foot building initially, at an investment of approximately \$1,854,000.00, and anticipates expansion in the future. The facility will employ eight full time people within the first year and grow to twelve in the next 24 months. Subsequently, the Company plans to add a specialty fabrication group to the site, adding four more employees.

The EDZ, acting as the county's authorized agent for developing and/or inducing the development of lots within the Spaceport Commerce Park, formally received and reviewed the company's offer to purchase the land. The EDZ approved the company's offer to purchase the land at \$36,000 an acre at its October 11, 2019 board of directors' meeting. The EDZ formally recommends that the BOCC issue concurrence.

Per Ordinance No. 2013-08, the EDZ is requesting that the Board of County Commissioners approve the sale as presented, and permit the real estate transaction to proceed.

Contact Troy Post with the NBEDZ, at 321-264-5205, or troy.post@brevardfl.gov

[<mailto:troy.post@brevardfl.gov>](mailto:troy.post@brevardfl.gov).

Clerk to the Board Instructions:

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



January 22, 2020

M E M O R A N D U M

TO: Troy Post, Executive Director North Brevard Economic Development Zone

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

The Board of County Commissioners, in regular session on January 21, 2020, adopted Resolution No. 20-005, and approved a Real Estate Contract permitting the sale of approximately five acres of land in the County-owned Spaceport Commerce Park for \$180,000 to the company known as Milton J. Wood First Protection, Incorporated; and authorized the Chair to execute all documents in connection thereof. Enclosed is fully-executed Resolution and a fully-executed Contract.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/kp

Encls. (2)

cc: Asset Management

RESOLUTION NO. 2020 - 005

**A RESOLUTION AUTHORIZING CONVEYANCE OF REAL PROPERTY
INTEREST IN A PARCEL WITHIN THE SPACEPORT COMMERCE PARK
TO MILTON J WOOD FIRE PROTECTION, INCORPORATED**

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 a five (5) acre parcel preliminarily described and depicted at 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 referred to 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 (EDZ) 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 EDZ 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 accord with Ordinance No. 2013-18, on October 11, 2019, the EDZ Board of Directors approved a purchase offer for a five (5) acre parcel, more or less, tendered by a company known as Milton J Wood Fire Protection, Incorporated, at the price of \$36,000.00 per acre, with the exact acreage to be determined by survey; and

WHEREAS, the EDZ believes that this project, with its plan to build an approximately 15,000 square foot facility and increase its employment, will further assist the economic revival of an area adversely impacted by the end of NASA's Space Shuttle program; and

WHEREAS, the EDZ further believes that the sale of an industrially-zoned lot will aid future development of additional lots in the Spaceport Commerce Park by evidencing the viability of this site location;

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 five (5) acre parcel described generally in the attached Exhibit A to Milton J Wood Fire Protection, Incorporated, at the offering price of \$36,000.00 per acre, with the total purchase price to be adjusted, if necessary, upon completion of the survey; 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 21 day of Jan., 2020.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

A blue ink signature of Scott Ellis, written in a cursive style, positioned above a horizontal line.

Scott Ellis, Clerk

A blue ink signature of Bryan Andrew Lee, written in a cursive style, positioned above a horizontal line.

Chair

As approved by the Board on 1/21/2020

CONTRACT FOR SALE AND PURCHASE

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

Buyer: Milton J. Wood Fire Protection, Inc., 3805 Faye Road, Jacksonville, Florida 32226

Legal description of property being transferred: A parcel measuring five (5) acres (more or less), and contained within Parcel "D" of the Enterprise Park Plat, at Brevard County Official Records Book 32, Page 74, to be more particularly described in Exhibit "A" attached hereto and incorporated herein, based upon a survey of the exact parcel completed prior to closing. The transfer shall be made pursuant to the following terms and conditions and the Standards for Real Estate Transactions, on Page 2 of this contract.

Purchase price: \$ 36,000 (Thirty-Six Thousand Dollars and no/100) per acre for a total price to be determined based upon the acreage determined by a survey prior to closing.

Deposit: \$ 3,000.00 (Three Thousand Dollars and no/100)

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 December 15, 2019, the deposit(s) will, at Seller's option, be returned and this offer withdrawn. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed this offer. A facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as originals.

Title evidence: At least 15 (fifteen) days before closing date, ____ Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney or X Buyer may at Buyer's option obtain a:) title search and/or b:) title insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an owner's policy of title insurance.

Closing Date: This transaction shall be closed and the deed and other closing papers delivered within 45 days of the effective date of this contract, unless modified by other provisions of this Contract.

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

Inspections: The BUYER shall have 30 days after the Brevard County Board of County Commissioners executes the contract within which to complete physical inspection and evaluation of the property for environmental, hazardous materials, suitability for development, access, drainage and subsurface conditions. In the event a Phase I environmental assessment meeting ASTM standards is prepared and environmental issues objectionable to BUYER are detected, SELLER shall 1) take all steps necessary to remove BUYER'S objections prior to the expiration of the 60-day inspection period, if possible or 2) if acceptable to BUYER, SELLER shall allow an additional 90 days to provide adequate time to conduct a Phase II assessment meeting ASTM standards. If the Phase I assessment reveals contamination this agreement may be terminated by BUYER and BUYER may decline to allow SELLER to clean up or to proceed to a Phase II assessment. Likewise, if the Phase II assessment reveals

contamination objectionable to BUYER, BUYER may terminate this agreement. Alternatively, BUYER may grant SELLER an additional 90 days to clean up the site after the Phase II assessment, but BUYER is not required to do so. SELLER shall allow the BUYER or its agents reasonable right of entry upon the property for inspection purposes. Before the expiration of the initial 60-day inspection period or the additional 90-day extension for a Phase II assessment, BUYER shall have the right to terminate this agreement with a full refund of any deposits, should the results of the inspection indicate the property cannot be used for its intended purpose or that mitigation of conditions would be required. If clean up after a Phase II assessment is attempted but unacceptable to BUYER, the BUYER shall receive a full refund of its deposit.

Special Clauses: X See attached addendum

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



Bryan Lober, Chair



ATTEST, Scott Ellis, Clerk

Date: January 21, 2020

As Approved by the Board: 1/21/2020

Approved As to Form:

Asst. County Attorney

BUYER: Milton J. Wood Fire Protection, Incorporated
Tax Identification Number: 59-3055303

Date: 1/16/2020

Signed: 

By: ALBERT L. BOZEMAN

BUYER (Print Name)

Its: CHIEF OPERATING OFFICER

Signed by Witness: Pamela F. Rhoda

Pamela F. Rhoda
Print Name of Witness

1-16-2020
Date of Witness Signature

STANDARDS FOR REAL ESTATE TRANSACTIONS

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

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

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

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

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

F. PRORATIONS; CREDITS: Taxes, assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Buyer shall have the option of taking over any existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at closing shall be increased or decreased as may be required by prorations. Prorations will be made through day prior to occupancy if occupancy occurs before closing. Advance rent and security deposits will be credited to Buyer and escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. If there are completed improvements on the Real Property by January 1st of year of closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration available exemptions. Any tax proration based on an estimate shall, at request of either Buyer or Seller, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement.

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

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

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

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

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

ADDENDUM TO CONTRACT FOR SALE AND PURCHASE

1. BUYER shall purchase the property in AS-IS condition.
2. BUYER agrees to abide by all covenants and restrictions existing on the Spaceport Commerce Park for the development of the property in the Official Records Book (ORB) of Brevard County, Florida, including but not limited to those at Plat Book 32, Page 74; ORB 2460, page 2995-3008; ORB 2508, Page 2917-2919; and ORB 6395, Page 2380-2398 as 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 between five and five and one-quarter(5.25) acres. The purchase price shall be adjusted at closing depending on the exact acreage shown by boundary survey based on a value of \$36,000.00 per acre.

BUYER's Initials, Acknowledging and Agreeing to Addendum:



ALBERT L. BOZEMAN, Chief Operating Officer
Milton J. Wood Fire Protection, Inc.

LEGAL DESCRIPTION

PARCEL 14

PARENT PARCEL ID#: 23-35-04-NN-C

PURPOSE: FEE SIMPLE CONVEYANCE

EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEETS 2 OF 2

THIS IS NOT A SURVEY

SEE SURVEYORS NOTE #1

SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT A BOUNDARY SURVEY, BUT ONLY A GRAPHICAL DEPICTION OF THE LAND DESCRIBED HEREIN. SEE SHEET 2 OF 2 FOR SKETCH.
2. BEARINGS ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF SHEPARD DRIVE WHICH BEARS N89°44'48"W, AN ASSUMED BEARING ACCORDING TO THE PLAT OF ENTERPRISE PARK AS RECORDED IN PLAT BOOK 32, PAGE 74.
3. INSTRUMENTS OF RECORD PERTAINING TO ENCUMBRANCES SUCH AS EASEMENTS, RIGHTS OF WAY, COVENANTS, AGREEMENTS, AND RESTRICTIONS WERE NOT PROVIDED BY THE CLIENT; A SEARCH OF THE PUBLIC RECORDS WAS NOT PERFORMED BY THIS SURVEYOR. NO OPINION OF TITLE IS EXPRESSED OR IMPLIED HEREIN.
4. THE PLAT OF ENTERPRISE PARK AS RECORDED IN PLAT BOOK 32, PAGE 74 CONTAINS NOTE 3 WHICH STATES "A 15' EASEMENT FOR DRAINAGE AND UTILITIES IS TO BE RESERVED ALONG ALL FUTURE SIDE AND REAR PROPERTY LINES". THESE EASEMENTS MAY BE APPLICABLE TO THIS PARCEL AND OTHER PARCELS CREATED AFTER THE RECORDING OF SAID PLAT BASED ON THE LANGUAGE OF THE PLAT NOTE. IT IS ADVISED THAT A PROPERTY LAW ATTORNEY SHOULD BE CONSULTED REGARDING THIS ISSUE.

ABBREVIATIONS

N/F = NOW OR FORMERLY
ORB = OFFICIAL RECORDS BOOK
PB = PLAT BOOK
PC = POINT OF CURVATURE
PG = PAGE
R/W = RIGHT OF WAY

LEGAL DESCRIPTION: PARCEL 14 (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF PARCEL "C", ENTERPRISE PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 32, PAGE 74 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING LOCATED WITHIN SECTION 4, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID PARCEL "C"; THENCE SOUTH 89° 44' 48" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF SHEPARD DRIVE, A 120 FOOT WIDE RIGHT OF WAY ESTABLISHED PER SAID ENTERPRISE PARK, FOR A DISTANCE OF 541.27 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, RUN SOUTH 00° 16' 20" WEST, FOR A DISTANCE OF 401.97 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL "C"; THENCE RUN NORTH 89° 50' 04" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 541.27 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF ARMSTRONG DRIVE, A 120 FOOT WIDE RIGHT OF WAY ESTABLISHED PER SAID ENTERPRISE PARK; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00° 16' 20" EAST ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 402.80 FEET TO THE POINT-OF-BEGINNING, CONTAINING 5.00 ACRES (217,800 SQUARE FEET), MORE OR LESS.

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

LEGEND

- BOUNDARY LINE OF SUBJECT PARCEL
- PLAT LINE
- RIGHT OF WAY LINE
- LOT LINE
- SUBJECT PARCEL

PREPARED FOR:

NORTH BREVARD ECONOMIC DEVELOPMENT ZONE &
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

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

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



DRAWN BY: M. CORNELL

CHECKED BY: M. SWEENEY

PROJECT NO. 20-10-023

REVISIONS

DATE

DESCRIPTION

DATE: NOVEMBER 12, 2019

SHEET: 1 OF 2

SECTION 04
TOWNSHIP 23 SOUTH
RANGE 35 EAST

SKETCH OF DESCRIPTION PARCEL 14

PARENT PARCEL ID#: 23-35-04-NN-C
PURPOSE: FEE SIMPLE CONVEYANCE



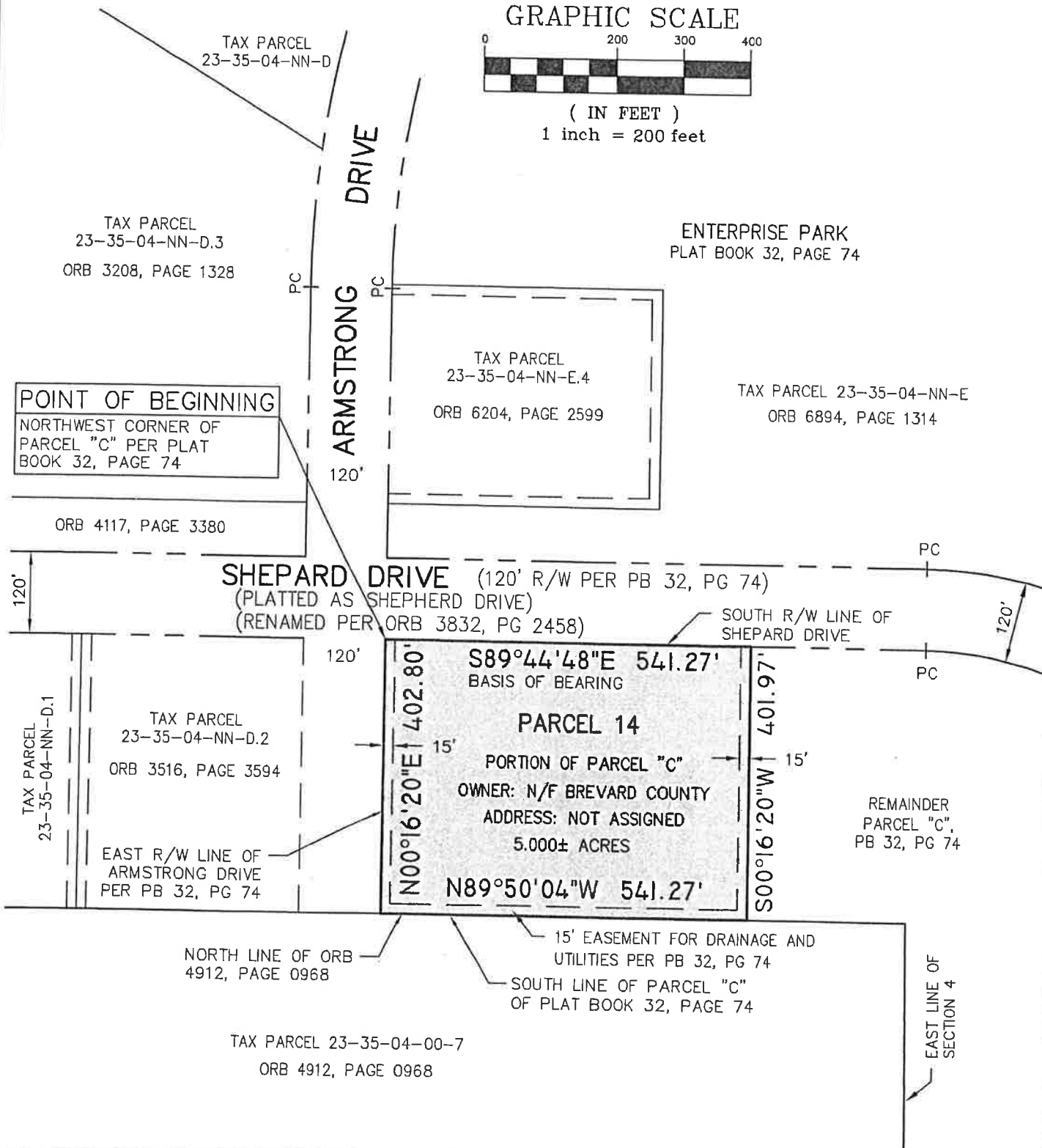
EXHIBIT "A"
SHEET 2 OF 2
NOT VALID WITHOUT SHEET 1 OF 2
THIS IS NOT A SURVEY
SEE SURVEYORS NOTE #1

GRAPHIC SCALE



(IN FEET)

1 inch = 200 feet



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

SCALE:

1" = 200'

PROJECT NO.:

20-10-023

SECTION 04

TOWNSHIP 23 SOUTH
RANGE 35 EAST

Exhibit B
RESTRICTIONS AND DEED COVENANTS
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. **Use:** 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:

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.
- (l.) 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. **Limitations:** 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 2 ½ acres in size. Structural coverage, including outside storage areas, shall not exceed fifty (50) percent of the lot.

5. **Building Material and Architectural Standards:** No wooden frame, metal or pre-engineered 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 pre-engineered 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 pre-engineered 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. **Signs and Lighting:** No lighted signs with neon lights, intermittent, or flashing lights or LED lights shall be allowed.

7. **Utilities:** 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 from 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. **Maintenance:** The Purchaser or 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. **Waiver:** 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. **Invalidation and Termination:** 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 August, 2010.

ATTEST:

STATE OF FLORIDA BOARD OF COUNTY COMMISSIONERS
COUNTY OF BREVARD OF BREVARD COUNTY, FLORIDA

This is to certify that the foregoing is a true and correct copy of the Covenants and official seal this 3 day of August, 2010 As approved by the Board on: AUG 03 2010

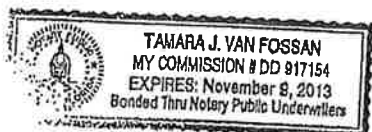
Scott Ellis, Clerk

STATE OF FLORIDA §
COUNTY OF BREVARD §

SCOTT ELLIS
Clerk Circuit Court
BY SCOTT ELLIS D.C.

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.

WITNESS my hand and official seal in the State and County last aforesaid this 3 day of Aug 2010.



Tamara J. Van Fossan
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 acknowledged before me this ____ day of _____, 2010
by _____ who is personally known to me or who has produced
_____ as identification and who did/did not take an oath.

NOTARY PUBLIC

Type or Print Name

Commission No.:

Commission Expires:

City of Titusville

Debra S. Denman
Debra S. Denman
witness

Wanda F. Wells
WITNESS

Wanda F. Wells
(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 24 day of August, 2010
by Mark Ryan who is personally known to me or who has produced
personally known as identification and who did/did not take an oath.

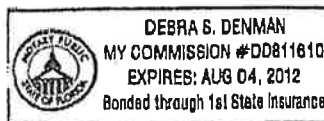
Debra S. Denman
NOTARY PUBLIC

Debra S. Denman

Type or Print Name

Commission No.: DD811610

Commission Expires: Aug. 4, 2012



WITNESS

(Print or Type Name)

WITNESS

(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 26th day of March, 2010
by Mary J. Cianfiogna who is personally known to me or who has produced
drivers license as identification and who did/did not take an oath.



WITNESS

(Print or Type Name)

WITNESS

(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this ___ day of _____, 2010
by _____ who is personally known to me or who has produced _____ as
identification and who did/did not take an oath.

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

NOTARY PUBLIC

Type or Print Name

Commission No.:

Commission Expires: 10/27/13

Knight Enterprises, LLC

C. Reed Knight, Jr., Managing Member
Owner of 11.96 acres or ___% of platted
area

NOTARY PUBLIC

Type or Print Name

Commission No.:

Commission Expires:

WITNESS

(Print or Type Name)

WITNESS

(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this _____ day of _____, 2010
by _____ who is personally known to me or who has produced
_____ as identification and who did/did not take an oath.

Cartridge Source America, Inc.

Joseph R. Hurston, President
Owner of 5.15 acres or ____% of platted
area

NOTARY PUBLIC

Type or Print Name

Commission No.:

Commission Expires:

Kathryn Parris

WITNESS

Kathryn Parris

(Print or Type Name)

Brittany Ray

WITNESS

Brittany Ray

(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 13 day of December, 2010
by Scott Rittenhouse who is personally known to me or who has produced
Drivers License as identification and who did/did not take an oath.

Transport Refrigeration Parts Exchange,
Inc.

Scott Rittenhouse

Scott Rittenhouse, President

Owner of 2.46 acres or ____% of platted a
area



Brittany Ray

NOTARY PUBLIC

Brittany Ray

Type or Print Name

Commission No.: DD936475

Commission Expires: 10/27/13

Xaron L Shelley
WITNESS

Xaron L Shelley
(Print or Type Name)

Meagan O'Connor
WITNESS

Meagan O'Connor
(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 13 day of December 2010 by Angela D. Heyne who is personally known to me or who has produced drivers license as identification and who did/did not take an oath.



Xaron L Shelley
WITNESS

Xaron L Shelley
(Print or Type Name)

Meagan O'Connor
WITNESS

Meagan O'Connor
(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 13 day of December 2010 by Angela D. Heyne who is personally known to me or who has produced drivers license as identification and who did/did not take an oath.



H.I.S. Painting, Inc.

Angela D. Heyne
Angela D. Heyne, President
Owner of 5.01 acres or ___ % of platted area

Brittany Ray
NOTARY PUBLIC

Brittany Ray
Type or Print Name
Commission No.: DD936475
Commission Expires: 10/27/13

H.I.S. Painting, Inc.

Angela D. Heyne
Angela D. Heyne, President
Owner of 5.00 acres or ___ % of platted area

Brittany Ray
NOTARY PUBLIC

Brittany Ray
Type or Print Name
Commission No.: DD936475
Commission Expires: 10/27/13

Susan Schricker
WITNESS

Susan Schricker
(Print or Type Name)

Brittany Ray
WITNESS

Brittany Ray
(Print or Type Name)

Stinger Fiberglass, LLC

Arthur Schricker

Arthur Schricker, President

Owner of 2.58 acres or ___% of platted area

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 3 day of December, 2010 by Arthur Schricker who is personally known to me or who has produced drivers license as identification and who did/did not take an oath.



Brittany Ray
NOTARY PUBLIC

Brittany Ray
Type or Print Name

Commission No.: DD936475

Commission Expires: 10/27/13

WITNESS

(Print or Type Name)

David Hofius

WITNESS

(Print or Type Name)

Shirley Hofius

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this ___ day of _____, 2010 by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

NOTARY PUBLIC

Type or Print Name

Commission No.: _____

Commission Expires: _____

WITNESS

(Print or Type Name)

WITNESS

(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this _____ day of _____, 2010
by _____ who is personally known to me or who has produced
_____ as identification and who did/did not take an oath.

Millsource, Inc.

Dale Barry, President
Owner of 10 acres or ____% of platted area

NOTARY PUBLIC

Type or Print Name
Commission No.:
Commission Expires:

Allied Industries, LLC

Stuart C. Anders, Managing Member
Owner of 2.5 acres or ____% of platted
area

WITNESS

(Print or Type Name)

WITNESS

(Print or Type Name)

STATE OF ~~FLORIDA~~ §
COUNTY OF Wiscasset §

The foregoing instrument was acknowledged before me this 8 day of March, 2010
by Stuart C. Anders who is personally known to me or who has produced
card & ID as identification and who did/did not take an oath.

NOTARY PUBLIC

Terry A. Weismann
Type or Print Name
Commission No.:
Commission Expires: 11/06/11

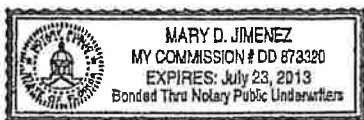
Mary D. Jimenez
Mary D. Jimenez

Kimberly J. Paschke
WITNESS

Kimberly J. Paschke
(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 2nd day of November, 2010
by Nicholas D. Powell who is personally known to me or who has produced
Known as identification and who did/did not take an oath.



Titusville-Cocoa Airport Authority
Nicholas D. Powell
, President
Owner of 52.092 acres or ___% of platted
area

Mary D. Jimenez
NOTARY PUBLIC
Mary D. Jimenez
Type or Print Name
Commission No.: _____
Commission Expires: _____

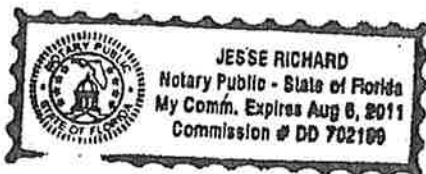
Petroleum Resources and
Development, Inc.

Kenneth P. Richard
WITNESS

Kenneth P. Richard
(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 2nd day of February, 2010
by Kenneth P. Richard who is personally known to me or who has produced
_____ as identification and who did/did not take an oath.



Jesse Richard
NOTARY PUBLIC
Jesse Richard
Type or Print Name
Commission No.: DD 702189
Commission Expires: 8-6-11

Regulation Type	Planned Industrial Park 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 Retail 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 feet for parking Side Corner: 50 feet with parking permitted Rear: 25 feet	Front: 50 feet (states from ROW, assuming front), 30 feet for parking Side: 25 feet Side Corner: 50 feet Rear: 25 feet	Inconsistent
Landscaping	Must have theme Underground irrigation on ROW Curbed Islands 20 feet buffer	Must have plan No specific requirements	PID is much more stringent
Loading areas	Must have 100% opaqueness from ROW with landscaping/build Cannot be in front yard or within 10 feet of side or rear property line	Must be in rear or side of building Must have screen of 6' masonry wall	PID more flexible.
Parking	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