

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

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

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

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

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

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

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

hereby amended to read as follows:

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

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

ATTEST:

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

Rachel Sadoff, Clerk to the Board

By: _____
Rob Feltner, Chairman

As approved by the Board on 5/20/2025

Approved as to legal form and sufficiency:

Morris Richardson, County Attorney

**BREVARD COUNTY SHERIFF'S
OFFICE:**

By: _____
**Wayne Ivey
Sheriff of Brevard County**

Alan Diamond, Chief Legal Counsel

ATTACHMENT A

LEASE AGREEMENT

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

W I T N E S S E T H :

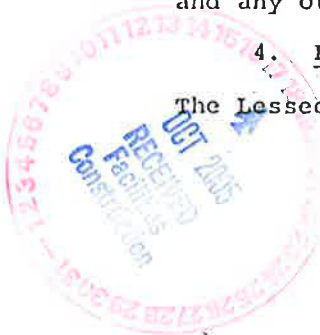
WHEREAS, the County is the Owner of certain real property located in Brevard County, Florida, commonly known as Parcel 251 and 253, lying east of Interstate 95 Section 1, Township 25S, Range 35 E, containing approximately 52 acres, hereinafter referred to as "Lease Property"; and

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

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

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

The Lessee shall use the Lease Property primarily for agricultural



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

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


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

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA


R. C. Winstead, Jr., Clerk

By:

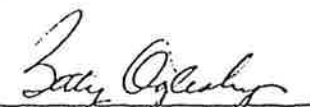

Thad Altman, Chairman


CLAUDE W. MILLER, Sheriff

STATE OF FLORIDA
COUNTY OF BREVARD

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

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


Notary Public, State of Florida
at Large

My Commission expires:

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



Exhibit A to Lease Agreement

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

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

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

AMENDMENT TO LEASE AGREEMENT

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

WITNESSETH

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

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

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

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

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

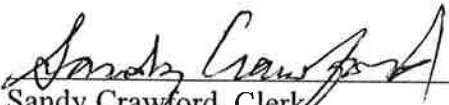
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

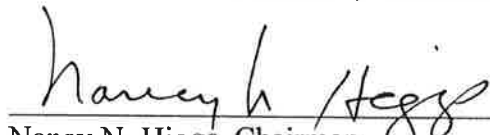
As approved by the Board on


9-12-95

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA


Sandy Crawford, Clerk


Nancy N. Higgs, Chairman


Claude W. Miller, Sheriff



AMENDMENT TO LEASE AGREEMENT

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

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

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

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

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

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

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

BREVARD COUNTY SHERIFFS DEPARTMENT


J.R. "Jack" Parker, Sheriff

ATTEST:


Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA


Ron Pritchard, D.P.A., Chairman

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

Reviewed for Legal Form and Content:


Assistant County Attorney



AMENDMENT TO LEASE AGREEMENT

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

WITNESSETH

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

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

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

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

SECTION 1: The term of the Lease Agreement executed by both parties on November 5, 1985, Amendment to Agreement dated September 12, 1995 and Amendment to Agreement dated October 11, 2005, shall be extended for ten (10) years, commencing on October 16, 2015 and terminating on October 15, 2025.

SECTION 2: That all other terms and provisions of the Lease Agreement dated November 5, 1985, Amendment to Agreement dated September 12, 1995 and Amendment to Agreement dated October 11, 2005, which are not consistent with the terms and provisions of this Amendment to Lease Agreement, shall remain in full force and effect.


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

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

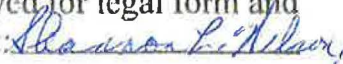


Robin Fisher, Chairman
As approved by the Board: 7-21-15

BREVARD COUNTY SHERIFF'S
DEPARTMENT



Wayne Ivey, Sheriff

Reviewed for legal form and
content: 
Assistant County Attorney 6/11/15