



# Brevard County Board of County Commissioners

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Legislation Text

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**File #:** 3935, **Version:** 1

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### **Subject:**

Approval, Re: Resolution and First Amendment to Exchange Agreement between Brevard County and Space Coast Town Centre I, L.L.C. (S.C.T.C.)- District 5.

### **Fiscal Impact:**

No costs to the County - S.C.T.C. to pay any costs associated with the First Amendment.

### **Dept/Office:**

Public Works Department / Land Acquisition

### **Requested Action:**

It is requested that the Board of County Commissioners: 1) adopt and authorize the Chair to execute the attached Resolution, 2) authorize the Chair to execute the attached First Amendment to Exchange Agreement, and 3) authorize the Chair to execute any and all documents required to effectuate this First Amendment to Exchange Agreement, including, but not limited to, the signing of any necessary closing documents, and obtain the applications and documents required by the agencies that will be issuing the necessary permits.

### **Summary Explanation and Background:**

The subject property is located in Section 3, Township 28 South, Range 36 East, on the east side of St. Johns Heritage Parkway in West Melbourne.

The Board of County Commissioners, in regular session on December 21, 2021, approved and authorized the Chair to execute Exchange Agreement between Brevard County and Space Coast Town Centre I, L.L.C.

The County previously agreed to an exchange of property interests with S.C.T.C. on December 21, 2021, wherein the County agreed to exchange its parcel that has direct frontage on St. Johns Heritage Parkway ("County Parcel") to S.C.T.C. for easement rights to a new stormwater and surface water pond on Tract B once certain drainage improvements were constructed by S.C.T.C. ("Stormwater Improvements"). The County Parcel is currently used as a drainage pond for stormwater and surface water from St. Johns Heritage Parkway and, once the improvements were constructed by S.C.T.C., the County would no longer need the County Parcel. S.C.T.C. now desires to modify the original Exchange whereby the County will transfer its interest to S.C.T.C. before the Stormwater Improvements are constructed, but reserves a temporary easement for necessary stormwater and surface water purposes. S.C.T.C seeks to close within 15 days after the date of this Amendment subject to any reasonable extensions required to obtain the full execution of the documents to be delivered at closing or as may be required by the title company insuring the Parties' respective interests. The only activities that can take place on the County Parcel are limited to the tie-in of the new Stormwater Improvements. The County will not terminate its easement unless and until the Stormwater Improvements

have been completed, are operational, and accepted by the County.

Space Coast Town Center is a development project of an approximate 154-acre phased, mixed-use project. The Developer is the successor in interest to Parkway 192 Associates, L.L.C., a Florida limited liability company, which in turn is the successor in interest to Diversified Properties, a Florida partnership, and 192 Associates, a Florida partnership, the original owners. The County and the original owners entered into a contract dated July 9, 2013, which contained a provision that the original owners could provide additional land to relocate the retention pond (County-owned parcel) and would reasonably cooperate with the County to expand or relocate the Retention Pond for surface water and stormwater treatment and/or storage purposes in accordance with the requirements identified in the County Contract. When the County parcel in the exchange was first acquired by the County for a roadway stormwater treatment pond and a discharge easement, the original acquisition contract contemplated the possibility, but not the requirement, that such retention and drainage uses would be moved or otherwise adjusted at the expense of the prior owner or their successors. The Exchange is consistent with that previously contemplated contract.

Currently, the Retention Pond is visible from and occupying frontage along the Parkway. The transfer of the County property to the Developer will allow, after the exchange, for the development of the former County property into viable commercial facilities that will increase overall tax revenue, as well as provide employment opportunities to the residents of the County. Once the County property is transferred to the Developer, the County will have no maintenance expense related to the current stormwater pond which is an estimated yearly expense of \$2,000.00. The County will be relieved of any ongoing maintenance obligations for the Stormwater Improvements. The new pond located in Tract B will increase the capacity of the existing County retention pond to account for the existing stormwater and surface water runoff from Basin G of the Parkway. The new pond will account for additional volume from Basin G resulting from the expansion of the Parkway to a six-lane road.

The User Department approves this request.

Pursuant to Florida Law, the required timeframes for advertising this First Amendment to Exchange Agreement have been met. This First Amendment follows the policies and procedures as set forth in Administrative Order 37.

### **Clerk to the Board Instructions:**

Upon execution by the Chair, Public Works Department will contact the Clerk's office to make arrangements to pick up the original executed Resolution with Exhibit and First Amendment to Exchange Agreement with Exhibit.