

AS-IS CONTRACT FOR SALE AND PURCHASE

with Attachment

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

Buyer: _____

Legal description of property being transferred: See Exhibit "A"

Tax Parcel ID: 25-36-21-00-251

Terms: The Seller agrees to sell, and the Buyer agrees to buy the real property pursuant to the following terms and conditions set forth in this Contract for Sale and Purchase, the Attachment - Standards for Real Estate Transactions, and Exhibit "A" attached and incorporated to this Contract by this reference.

Purchase price: _____

Deposit: \$_____ (ten percent of the Buyer's bid) shall be paid to an escrow account established and held by the Brevard County Clerk, such deposit to be applied to the purchase price.

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in writing between the parties on or before _____, the deposit(s) will, at Seller's option, be returned and this offer withdrawn/rejected.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

Title evidence: At least 15 days before the closing date, the Buyer may, at the Buyer's option and sole expense, obtain a title search and/or title insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an owner's policy of title insurance. See Attachment – Standards of Real Estate Transactions for additional requirements.

Closing Date: This transaction shall be closed, and the deed and other closing papers delivered ***within 90 days of the effective date of this Contract***, unless modified by other provisions of this Contract (hereinafter the "Closing" or "Closing

Buyer Initials _____

Date"). [If applicable, FDEP must approve the survey due to the mean high-water lines. This will take additional time.]

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

a. SELLER warrants that there are no parties in occupancy other than the SELLER.

b. SELLER and BUYER hereby represent and warrant to one another that neither the SELLER nor the BUYER has engaged or dealt with any agent, broker, or finder, with regard to this Agreement or to the sale and purchase of the property contemplated hereby.

c. BUYER warrants that the person signing this Contract on behalf of BUYER has all necessary authority to sign and bind the BUYER.

d. If BUYER is a limited liability company or a corporation, BUYER warrants that the company or corporation, as applicable, is duly organized, validly existing, and in good standing under the laws of the state of its formation, that 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, and that 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 limited liability company operating agreement, 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.

Inspections: (a) BUYER shall have 30 days from the Effective Date ("Inspection Period") within which to have such inspections of the Property performed as BUYER shall desire; (b) Buyer shall be responsible for the prompt payment for such inspections, and for the repair of any damage to and the need for any restoration of the Property resulting from such inspections; (c) this provision shall survive termination of this Contract; and (d) if Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may cancel this Contract by delivering electronic or other written notice of such election to Seller prior to the expiration of the Inspection Period. If Buyer timely cancels this Contract, the deposit(s) paid shall be promptly expeditiously returned to Buyer; thereupon, Buyer and Seller shall be released of all further obligations under this Contract, except as provided in this paragraph. Unless Buyer exercises the right to cancel granted herein, Buyer accepts the Property in its present physical condition, subject to any violation of governmental, building, environmental, and safety codes, restrictions or requirements and shall be responsible for any and all repairs and improvements required by Buyer's lender.

Special Clauses: BUYER understands and hereby acknowledges that it is purchasing the property in AS-IS condition. No utilities will be available during BUYER'S 30-day inspection period.

(Signature Page Follows)

Buyer Initials _____

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BOARD OF COUNTY
COMMISSIONERS BREVARD
COUNTY, FLORIDA

As approved by the Board

Rob Feltner, Chairman

Date

As approved by the Board: _____

Attest: _____
Rachel Sadoff, Clerk to the Board

Date

Buyer Signature

Driver's License # (Buyer)

Buyer Initials _____

ATTACHMENT - STANDARDS FOR REAL ESTATE TRANSACTIONS

- A. EVIDENCE OF TITLE:** (Applicable in the event Buyer opts to obtain a title commitment at Buyer expense.) At Buyer's sole expense, Buyer may obtain 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 promptly 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 therefore. If Seller is unable to remove the defects within the times allowed therefore, Buyer shall either waive the defects or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract.
- B. SURVEY:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may 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. 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 (pursuant to 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 the deed. Buyer shall furnish the closing statement.
- E. EXPENSES:** Documentary stamps on the deed, if required, and the

recording of corrective instruments shall be paid for by the Buyer. The Buyer will also be responsible for paying for the cost of recording the deed, and 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 FOR 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 Buyer.

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 a mutually acceptable escrow agent for a period of not more than 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 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property, and re-convey 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, F.S. (2024), 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 HEREBY AGREE TO WAIVE TRIAL**

BY JURY AND THAT ANY TRIAL SHALL BE NON-JURY.

- J. CONVEYANCE:** Seller shall convey title to the Real Property by County Deed in substantially the same form as set forth in Section 125.411, Florida Statutes.
- 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. DISCLOSURES:** (a) There are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer; (b) Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property; (c) 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; (d) Seller has no knowledge of any repairs or improvements made to the Property without compliance with governmental regulation, which have not been disclosed to Buyer (Property is vacant).
- N. 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 CAUSES REASSESSMENT OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- O. RADON.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to person who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

Exhibit "A"

LEGAL DESCRIPTION: PARCEL C (BY SURVEYOR):

A PARCEL OF LAND BEING A PORTION OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 5636, PAGE 1796 AND LYING IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 21; THENCE N. 01°16'20" W., ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 21, A DISTANCE OF 416.92 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 5636, PAGE 1796 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N. 89°54'43" E., ALONG SAID WESTERLY EXTENSION OF THE NORTH LINE, A DISTANCE OF 35.16 FEET TO THE POINT-OF-BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE N. 89°54'43" E., ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 173.65 FEET; THENCE S. 00°05'17" E. A DISTANCE OF 198.15 FEET; THENCE S. 89°54'43" W. A DISTANCE OF 95.00 FEET TO THE POINT-OF-CURVATURE OF A 37.00 FOOT RADIUS CIRCULAR CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 58.12 FEET TO THE POINT-OF-TANGENCY, SAID CURVE HAVING A CHORD BEARING OF N. 45°05'17" W. AND A CHORD DISTANCE OF 52.33 FEET; THENCE N. 00°05'17" W. A DISTANCE OF 42.83 FEET TO THE POINT-OF-CURVATURE OF A 137.00 FOOT RADIUS CIRCULAR CURVE CONCAVE WESTERLY; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°28'48" A DISTANCE OF 96.79 FEET, SAID CURVE HAVING A CHORD BEARING OF N. 20°19'41" W. AND A CHORD DISTANCE OF 94.79 FEET TO A POINT-OF-REVERSE-CURVATURE; THENCE CONTINUE NORTHERLY ON THE ARC OF A 37.00 FOOT RADIUS CIRCULAR CURVE CONCAVE EASTERLY AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°29'11" A DISTANCE OF 26.14 FEET TO THE POINT-OF-TANGENCY, SAID CURVE HAVING A CHORD BEARING OF N. 20°19'29" W. AND A CHORD DISTANCE OF 25.60 FEET; THENCE N. 00°05'17" W. A DISTANCE OF 5.35 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 0.64 ACRES MORE OR LESS, AND SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAYS OF RECORD.

LEGAL DESCRIPTION: DRAINAGE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 5636, PAGE 1796 AND LYING IN THE NORTHWEST 1/4 OF

SECTION 21, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY,
FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 21; THENCE N. 01°16'20" W., ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 21, A DISTANCE OF 416.92 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 5636, PAGE 1796 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N. 89°54'43" E., ALONG SAID WESTERLY EXTENSION OF THE NORTH LINE, A DISTANCE OF 35.16 FEET TO THE POINT-OF-BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE N. 89°54'43" E., ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 173.65 FEET; THENCE S. 00°05'17" E., A DISTANCE OF 20.00 FEET; THENCE S. 89°54'43" W. A DISTANCE OF 153.67 FEET; THENCE S. 11°33'22" W. A DISTANCE OF 19.08 FEET TO A POINT ON THE ARC OF A 137.00 FOOT RADIUS CIRCULAR CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°56'33" A DISTANCE OF 11.82 FEET, SAID CURVE HAVING A CHORD BEARING OF N. 38°05'49" W. AND A CHORD DISTANCE OF 11.81 FEET TO A POINT-OF-REVERSE CURVATURE OF A 37.00 FOOT RADIUS CIRCULAR CURVE CONCAVE EASTERLY; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°29'11" A DISTANCE OF 26.14 FEET, SAID CURVE HAVING A CHORD BEARING OF N. 20°19'29" W. AND A CHORD DISTANCE OF 25.60 FEET TO THE POINT-OF-TANGENCY; THENCE N. 00°05'17" W. A DISTANCE OF 5.35 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 0.08 ACRES MORE OR LESS AND BEING SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAYS OF RECORD.