

BOARD OF COUNTY COMMISSIONERS

AGENDA REVIEW SHEET

AGENDA: Contract for Sale and Purchase and Addendum with Girl Scouts of Citrus Council, Inc for the Zone T Newfound Harbor Drive Sewer Improvements Project – District 2.

AGENCY: Public Works Department / Land Acquisition

AGENCY CONTACT: Lucy Hamelers, Land Acquisition Supervisor

CONTACT PHONE: 321-350-8353 Ext. 58353

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Supervisor	 _____	_____	<u>9.9.2021</u>
COUNTY ATTORNEY Christine Schverak Assistant County Attorney	<u>cms</u> _____	_____	<u>9/9/2021</u>

CONTRACT FOR SALE AND PURCHASE

Seller: Girl Scouts of Citrus Council, Inc.
341 North Mills Avenue, Orlando, Florida 32803

Buyer: Brevard County, a political subdivision of the State of Florida
2725 Judge Fran Jamieson Way, Viera, Florida 32940

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

The transfer shall be made pursuant to the following terms and conditions and the Standards for Real Estate Transactions, on the reverse side of this contract.

Purchase price: \$46,200.00 (Forty Six Thousand Two Hundred Dollars and no/100-----)

Deposit: \$1,000.00 to be transferred 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; 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the parties on or before **October 12, 2021**, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn.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 days before closing date, Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney or Buyer shall at Buyer's 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.

Closing Date: This transaction shall be closed and the deed and other closing papers delivered on or before **December 30, 2021**, unless modified by other provisions of this Contract.

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

- a. SELLER warrants that there are no parties in occupancy other than Seller.
- b. SELLER warrants there is no hazardous waste or other environmental contamination located in or upon the property being acquired by the County. Seller shall indemnify and defend Buyer from any and all claims or expenses resulting from hazardous waste or environmental contamination located in or upon the property provided such waste or contamination was not placed on the property by the Buyer.
- c. SELLER warrants that he/she has no knowledge of any fact or restriction which would prevent use of the property for AirVac Lift Station Site purposes.
- d. SELLER hereby represents and warrants to COUNTY that SELLER has not engaged or dealt with any agent, broker or finder, in regard to this Agreement or to the sale and purchase of the property contemplated hereby. SELLER hereby acknowledges and covenants that SELLER is solely responsible for any and all commissions due arising out of or connected within the sale or transfer of the property. SELLER hereby indemnifies COUNTY and agrees to hold COUNTY free and harmless from and against any and all liability, loss, costs, damage and expense, including but not limited to attorney's fees and costs of litigation both prior to and on appeal, which COUNTY shall ever suffer or incur because of any claim by any agent, broker or finder engaged by SELLER, including broker, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the property contemplated hereby.

Inspections: The BUYER shall have 60 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, developability, 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.

Condemnation: This property is is not being acquired under threat of condemnation. If so, this agreement includes and settles all issues of full compensation for the property being acquired, including fees and costs.

SELLER shall comply with §196.295, Fla. Stat.

SELLER hereby agrees to provide the necessary information and execute a beneficial interest and disclosure affidavit as required by §286.23, Fla. Stat.

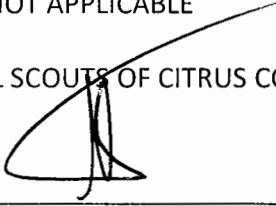
Special Clauses: See attached addendum

NOT APPLICABLE

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

GIRL SCOUTS OF CITRUS COUNCIL, INC.

Date 10/12/2021
Rita Pritchett, Chair



Date 9/01/2021
MARYANN BARRY, CEO

Agenda Item # _____
As approved by the Board 10/12/2021

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. EVIDENCE OF TITLE: 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 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. INGRESS AND EGRESS: Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in the Warranties section of the agreement.

D. LIENS: Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Property for 90 days immediately preceding date of closing. If Property has been improved or repaired within that time Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at closing of this Contract.

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

F. 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.

G. EXPENSES: Documentary stamps on the deed, if required, and recording of corrective instruments shall be paid by Seller. Buyer will pay for the cost of recording the deed.

H. 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

Addendum

This addendum is made this 12 day of October, 2021 and amends the CONTRACT FOR SALE AND PURCHASE between Girl Scouts of Citrus Council, Inc., as Seller, and Brevard County, Florida as Buyer, 2725 Judge Fran Jamieson Way, Viera, Florida 32940:

For value received, the parties hereto agree as follows:

1. The Inspection and Evidence of Title paragraphs are modified as follows: Buyer will disclose any title defects or environmental conditions discovered through a title search or property inspection, that Buyer desires Seller to remedy. If Buyer requests Seller to remedy said defect or environmental condition, Seller will have option of whether to remedy the matter or to terminate the contract; if Seller elects to terminate the contract, Buyer shall retain the security deposit."

2. All other terms and conditions of the Contract for Sale and Purchase between the parties shall remain in full force and effect.

BUYER:

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

Date: _____
Rita Pritchett, Chair

SELLER:

GIRL SCOUTS OF CITRUS FLORIDA,
INC.

BY: _____
MARYANN BARRY, CEO

As Approved by the Board on October 12, 2021
Agenda Item # _____

Reviewed for legal form and content:

Choverak, (Assistant) County Attorney

LEGAL DESCRIPTION

PARCEL # 100

PARENT PARCEL ID#: 25-37-07-CY-*--3
PURPOSE: FEE SIMPLE

EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL #100 FEE SIMPLE (PREPARED BY SURVEYOR)

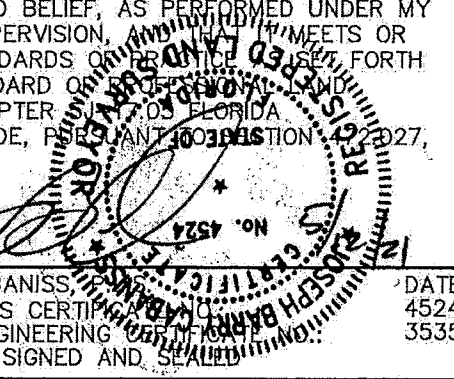
A parcel of land being a portion of Lot 4 of the Plat of Horti as recorded in Plat Book 1, Page 33 and also being a portion of lands as described in Official Records book 1691 Page 724 all of the Public Records of Brevard County, Florida and lying in Section 7, Township 25 S, Range 37 E, Brevard County, Florida and being more particularly described as follows;

Commence at the SE corner of Lot 3 of the Plat of Harbor Oaks as recorded in Plat Book 31 Page 82 of said Public Records said point also being on the North line of the aforesaid Lot 4 of the Plat of Horti as recorded in Plat Book 1 Page 33 of the Public Records; thence N. 89°58'41" E., along the north line of said Lot 4, a distance of 173.04 feet to a point on the west right-of-way line of Newfound Harbor Drive (a 33.00 foot right-of-way) as shown on said Plat of Horti; thence S. 09°23' 26" E., along said west right-of-way line, a distance of 45.61 feet to the southeast corner of lands as described in Official Records Book 3002 Page 3799 of said Public records and the Point-of-Beginning of this description; thence continue S. 09°23'26" E., along said west right-of-way line, a distance of 60.81 feet to a point lying 105.00 feet south of the aforesaid north line of Lot 4 of the Plat of Horti; thence S. 89°58'41" W. parallel with, and 105.00 feet south, of said north line, a distance of 109.90 feet; thence N. 09°23'26" W. a distance of 60.81 feet to a point lying 45.00 feet south of the said north line of Lot 4 of the Plat of Horti; thence N. 89°58'41" E. parallel with and 45.00 feet south, of said north line of Lot 4 Plat of Horti, a distance of 109.90 feet to the Point-of-Beginning.

Containing 0.15 acres (6,594 sq/ft)+/-

CERTIFICATE:

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS PERFORMED UNDER MY DIRECTION AND SUPERVISION, AND THAT IT MEETS OR EXCEEDS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 470, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 422.027, FLORIDA STATUTES.



PREPARED FOR AND CERTIFIED TO:
BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

JOSEPH BARRY CABANISS, P.E.
FLORIDA SURVEYOR'S CERTIFICATE NO. 4524
BUSSEN-MAYER ENGINEERING, P.A.
NOT VALID UNLESS SIGNED AND SEALED

DATE
4524
3535

PREPARED BY:



Bussem-Mayer Engineering Group

100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953
PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885



DRAWN BY: JCC	CHECKED BY: JBC	PROJECT NO. 401503			SECTION 7
		REVISIONS	DATE	DESCRIPTION	
DATE: 4/21/21	DRAWING: SD01		5/11/21	COUNTY COMMENTS	RANGE 37 EAST

I:\DWG\SURV\401503 Newfound Harbor Dr Sewer - 1253-K3/E-30/- 18'40'1303-SQU 1.dwg, 5/11/2021 11:30:17 AM, DWG 10, PDF, PCS

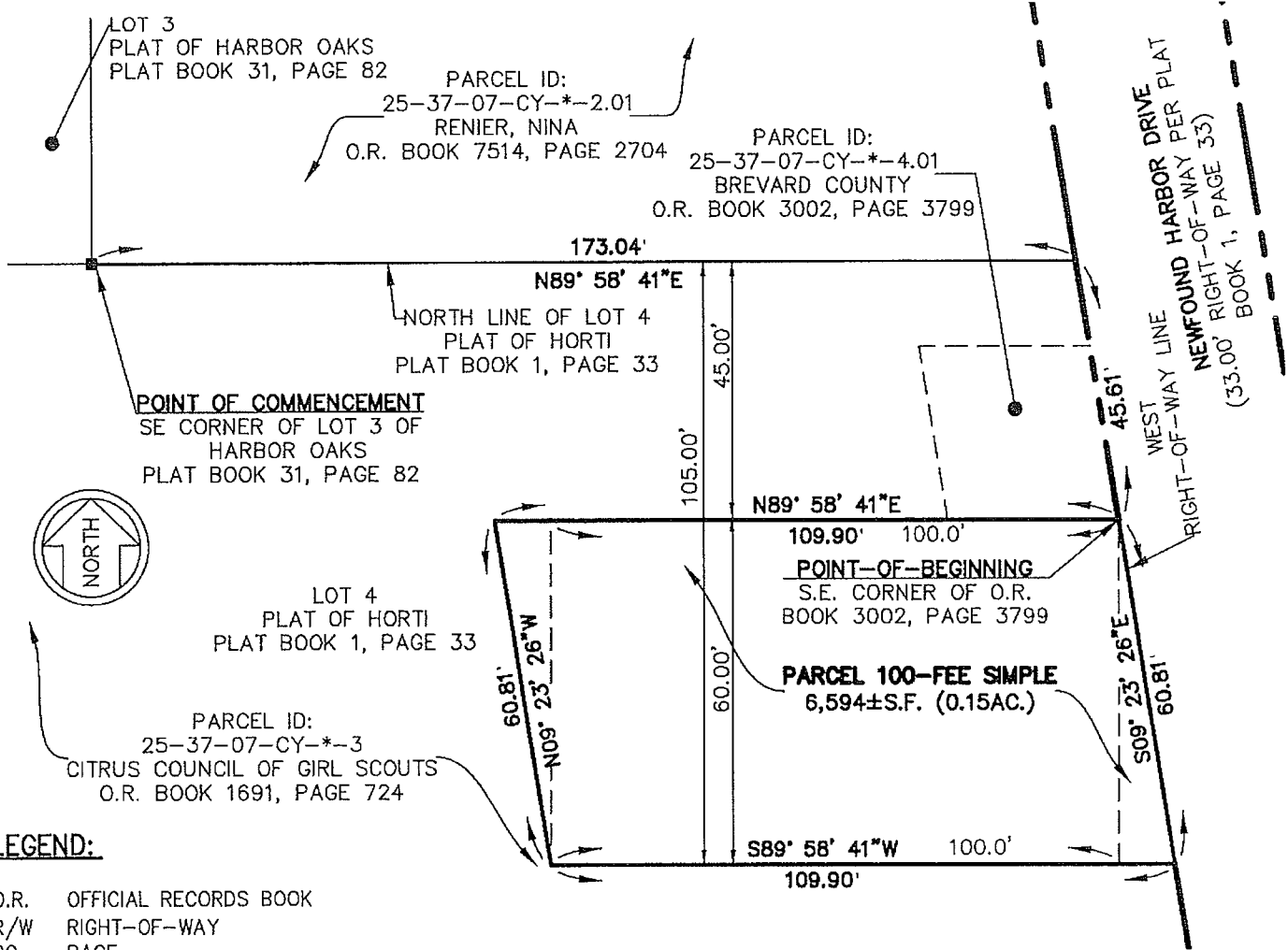
SKETCH OF DESCRIPTION

PARCEL # 100

PARENT PARCEL ID#: 25-37-07-CY-*--3
 PURPOSE: FEE SIMPLE

EXHIBIT "A"

SHEET 2 OF 2
 NOT VALID WITHOUT SHEET 1 OF 2
THIS IS NOT A SURVEY



LEGEND:

- O.R. OFFICIAL RECORDS BOOK
- R/W RIGHT-OF-WAY
- PG PAGE
- SF SQUARE FEET
- AC ACRES

SURVEYORS NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS SHOWN HEREON ARE PER STATE PLANE EAST (NAD 83) COORDINATE SYSTEM AND ARE BASED ON THE WEST RIGHT-OF-WAY OF NEW FOUND HARBOR BEING S 09°23'26" E.
3. PURSUANT TO O&E REPORT BY NEW REVELATIONS, INC., DATED 3/18/2021, FILE NO. 21-1168:
 - 1) EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2899, PAGE 2743-DOES NOT ENCUMBER SUBJECT PARCEL.
 - 2) EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 7926, PAGE 2933-DOES NOT ENCUMBER SUBJECT PARCEL.
4. THIS SKETCH AND DESCRIPTION WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES LISTED BELOW; COPIES ARE VALID ONLY WHEN BEARING THE SURVEYOR'S ORIGINAL SIGNATURE AND SEAL OR VERIFIED ELECTRONIC SIGNATURE AND SEAL.
5. CERTIFIED TO:
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

PREPARED BY:

Bussen-Mayer Engineering Group
 100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953
 PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885

SCALE:

1"=30'

PROJECT NO.:

401503

SECTION 7

TOWNSHIP 25 SOUTH
 RANGE 37 EAST

C:\DWG\2021\1503 Newfound Harbor Dr Sewer - 1255-K3/E-SU7-18401503-SOU1.dwg, 3/11/2021 11:50:17 AM, DWG to PDF.pc3

PROPERTY FACT SHEET

PROJECT: Zone T, Newfound Harbor Sewer Improvement

OWNER: Girl Scouts of Citrus Council, Inc.

PARCEL LOCATION: 2250 Newfound Harbor Drive, Merritt Island

PARCEL SIZE: 22.51 acres

PARCEL ACQUISITION: 0.15 acres or 6,594 square feet

ZONING/LANDUSE: AU, Agricultural Residential

IMPROVEMENTS: One single family residence

TOPOGRAPHY: Level, at grade

FLOOD ZONE: X and AE

TAX PARCEL ID#: 25-37-07-CY-*-3

ASSESSED VALUE: \$5,420,200.00 (2020 Assessment - Property Appraiser Records)

PUBLIC UTILITIES: Utilities available

PROPERTY TRANSACTION: Date: December 1, 1976
(Clerk of the Court Records) Sale amount: \$450,000.00

CALLAWAY APPRAISAL DATE: November 23, 2020

Appraisal Amount: \$24,700.00 for 3,528 square feet (or \$7.00/SF)

CALCULATED TO MEET DESIGN REQUIREMENTS: April 21, 2021

Adjusted Amount: \$46,200.00 for 6,594 square feet

LOCATION MAP

Section 7, Township 25 South, Range 37 East - District: 2

PROPERTY LOCATION: The west side of Newfound Harbor in Merritt Island

OWNERS NAME(S): Girl Scouts of Citrus Council, Inc.

