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July 8, 2020

M E M O R A N D U M

TO: Steven Darling, Central Services Director

RE: Item F.29., Approval of High Bid for Public Sale of a Surplus Property and Authorization for Chair to Execute All Necessary Documents

The Board of County Commissioners, in regular session on July 7, 2020, approved the sale of a surplus parcel of property pursuant to Florida Statute 125.35(1)(a); accepted the high bid in the amount of \$38,527.00 received from Ricky E. McDonald and Susan Martin; and authorized the Chair to execute all necessary documents.

Your continued cooperation is always appreciated.

Sincerely,

**BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK**

Kimberly Powell, Deputy Clerk

cc: Asset Management
Finance
Budget

AS-IS CONTRACT FOR SALE AND PURCHASE

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

Buyer: Ricky E McDonald & Susan Martin

Legal description of property being transferred: 24-35-04-01-00025.0-0012.00

Tax Account: 2401734

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

Purchase price: 38,527⁰⁰

Deposit: \$ 385.²⁷ (one percent of the Buyer's bid, or \$150.00, whichever is greater) 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; 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the parties on or before September 30, 2020, the deposit(s) will, at Seller's option, be returned and this offer withdrawn.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 days before closing date Buyer may at Buyer's option 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 ***within 90 days*** of the effective date of this contract, unless modified by other provisions of this Contract. [FDEP will have to 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 Seller.
- b. SELLER hereby represents and warrants to the BUYER 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.

Inspections: (a) BUYER shall have 30 days from Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire;

(b) Buyer shall be responsible for prompt payment for such inspections and repair damage to and restoration of the Property resulting from such inspections and this provision (c) 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 facsimile or 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 immediately 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 of requirements and shall be responsible for any and all repairs and improvements required by Buyer's lender.

Special Clauses: See attached addendum x NOT APPLICABLE

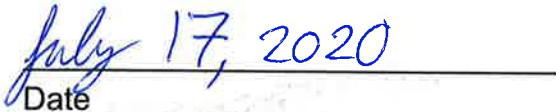
BOARD OF COUNTY COMMISSIONERS

BREVARD COUNTY, FLORIDA

As approved by the Board




Bryan Lober, Chair



Date

Attest: 

Scott Ellis, Clerk to the Board


Date


Buyer Signature


Driver's License # (Buyer)