

BID SHEET
COUNTY LAND SALE 2021-2407634
TAX ID: 2407634
472 GRAY ROAD PARCEL

BID AMOUNT \$ 91,050
(Minimum Bid \$87,000)

NAME Aye Buy Used AM
Print Name and Title W. Jenkins President

SIGNATURE [Signature]

ADDRESS 2207 N. Cocoa Blvd

CITY Cocoa

STATE FL ZIP CODE 32922

STATE OF INCORPORATION (LLC) FL

PHONE 672-4006
321-258-7412

AS-IS CONTRACT FOR SALE AND PURCHASE

Attachment A

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

Buyer: Aye Buy Used Cars Inc

Legal description of property being transferred: See Exhibit A

Tax Parcel ID: 24-35-25-00-758

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: 91,650


Deposit: \$ 9,165⁰⁰ (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; 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between the parties on or before November 30, 2021, the deposit(s) will, at Seller's option, be returned and this offer withdrawn.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 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.

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. [If applicable, 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. 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.

Buyer Initials 

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

BOARD OF COUNTY COMMISSIONERS

BREVARD COUNTY, FLORIDA

As approved by the Board

Rita Pritchett, Chair

Date

Attest: _____
Rachel Sadoff, Clerk to the Board

7-20-21

Date

Buyer Signature

FE #
59-2974069

Driver's License # (Buyer)

Buyer Initials



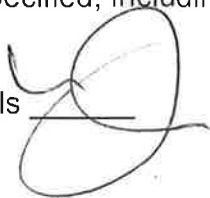
Reviewed for legal form and content:



(Assistant) County Attorney

- F. PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Cash at closing shall be increased or decreased as may be required by proration. Proration 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 year's tax. If there are completed improvements on the Real Property by January 1st of year of closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration available exemptions. Any tax proration based on an estimate shall, at request of either Buyer or Seller, be subsequently readjusted upon receipt of taxbill.
- 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 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. (2015), 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

Buyer Initials

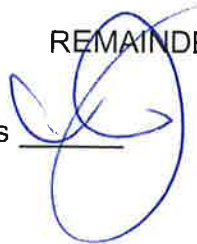
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deposit(s) agreed to be paid, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of 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.

- 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. 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 of the Property without compliance with governmental regulation which have not been disclosed to Buyer (Property is vacant).
- M. 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 TRIGGERS REASSESSMENTS 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.

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Buyer Initials _____

A handwritten signature in blue ink, consisting of a large, stylized 'S' or 'B' shape with a loop, written over a horizontal line.

STANDARDS FOR REAL ESTATE TRANSACTIONS

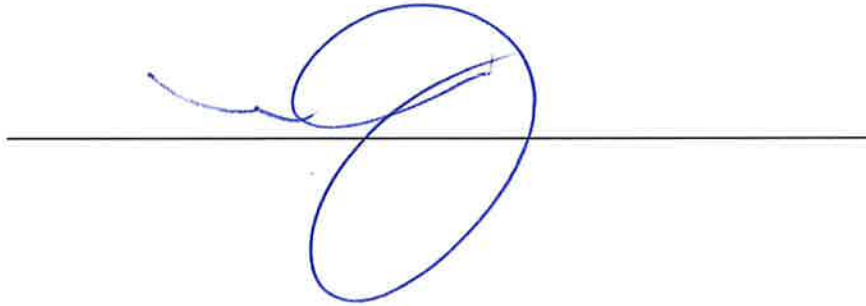
- A. EVIDENCE OF TITLE:** (Applicable in the event Buyer opts to obtain a title commitment at Buyer expense) A title insurance commitment issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the 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 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.
- D. 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.
- E. EXPENSES:** Documentary stamps on the deed, if required and recording of corrective instruments shall be paid by Buyer. Buyer will pay for the cost of recording the deed.

Buyer Initials 

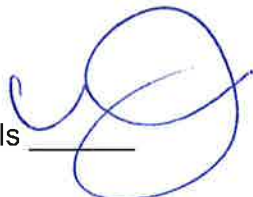
ADDENDUM TO CONTRACT FOR SALE AND PURCHASE

1. BUYER shall purchase the property in AS-IS condition.
2. 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.
3. No utilities are available during BUYER'S 30 day inspection period.

BUYER's Initials, Acknowledging and Agreeing to Addendum:



Buyer Initials _____






							REV. BASED IN SEC.	- JWS
							03/11/21 COUNTY COMMENTS	- JWC
							02/19/21 REVISION	- JC
							02/19/21	
Sec.: 25								
Twp.: 24 SOUTH								
Rng.: 35 EAST								
Design by : N/A								
Drawn by : JWS								
Checked by : JBC								

A BOUNDARY SURVEY PREPARED FOR:
BREVIDAD COUNTY
(SURPLUS PARCEL)

FLORIDA


Bussen-Mayer Engineering Group
 100 CANNELL FREEMAN COURT, BELLEVILLE, MISSOURI 63705-32953
 PHONE: (314) 343-0000 FAX: (314) 343-0001
 WWW.BMENG.COM

Date :	07 / 25 / 2016
Scale :	" = 50'
Proj. No:	F743306
Sheet No.	1 of 2

A PARCEL OF LAND BEING A PORTION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, AS DESCRIBED IN SURVEY BOOK 14, PAGES 31 & 32 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND ALL LYING IN SECTION 25, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONTAINING 1.50 ACRES (65,359 SQ. FT.), MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAYS OF RECORD.

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST ¼ OF SECTION 25, TOWNSHIP 24 SOUTH, RANGE 35 EAST BEING S.89°45'14"W., BASED ON THE STATE PLANE
COORDINATE SYSTEM FOR FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983, AS ADJUSTED IN 2003 (NAD '83/03).

2. DATE OF BOUNDARY SURVEY: JULY 14, 2016, REVISED 2/18/21.

3. THIS SURVEY DOES NOT WARRANT TITLE.

4. IMPROVEMENTS ABOVE OR UNDERGROUND, IF ANY, WERE NOT LOCATED AT TIME OF THIS SURVEY.

5. SUBJECT PROPERTY CONTAINS 1.50 AC., MORE OR LESS.

6. SUBJECT PARCEL LIES IN ZONE "X" (AREAS OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DETERMINED FROM FLOOD INSURANCE RATE MAP 12009C0425G, DATED MARCH 17, 2014, AS
PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

7. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF AN OWNERSHIP AND ENCUMBRANCE CERTIFICATE PREPARED BY B&B TITLE SERVICE, INC. (CUSTOMER FILE #11-11948 DATED SEPTEMBER 29,
2011) WHEREIN NO EASEMENTS WERE FOUND IN THE PUBLIC RECORDS THAT AFFECT PARCEL 102.

8. THE COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 AS ADJUSTED IN 2003 (N.A.D. '83/03) AND
ARE PROVIDED TO COMPLY WITH BREVARD COUNTY SURVEY REQUIREMENTS. ALL DISTANCES DEPICTED HEREON ARE GROUND DISTANCES.

9. THE FOLLOWING HORIZONTAL CONTROL STATION WERE UTILIZED TO ESTABLISH THE STATE PLANE COORDINATES SHOWN HEREON.

STATION NAME: BREVARD GPS 5055 JAKE (PID: DG8751) (NAD '83/03)
NORTHINGS: 1,456,609.450; EASTINGS: 739,030.240
LATITUDE: 28°20'26.01984" (N); LONGITUDE: 080°44'32.62541" (W)
COMBINED SCALE FACTOR: 0.99994905; CONVERGENCE: 00°07'20.2".

STATION NAME: I95 73 A74 (PID: AK2667) (NAD '83/03)
NORTHINGS: 1,463,465.930; EASTINGS: 722,285.750
LATITUDE: 28°21'34.22778" (N); LONGITUDE: 080°47'39.89089" (W)
COMBINED SCALE FACTOR: 0.99994619; CONVERGENCE: 00°05'51.6".

STATION NAME: DRIVE (PID: AK2689) (NAD '83/03)
NORTHINGS: 1,465,653.370; EASTINGS: 742,536.130
LATITUDE: 28°21'55.49257" (N); LONGITUDE: 080°43'53.16407" (W)
COMBINED SCALE FACTOR: 0.99994973; CONVERGENCE: 00°07'39.3".
ALL DISTANCES SHOWN ARE GROUND DISTANCES.

10. SEE SHEET 1 OF 2 FOR SKETCH OF SURVEY, LEGEND AND CERTIFICATION.

11. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES LISTED BELOW AND COPIES ARE VALID ONLY WHEN BEARING THE SURVEYORS ORIGINAL SIGNATURE AND EMBOSSED SEAL.

12. THIS SURVEY IS CERTIFIED CORRECT TO:

A BOUNDARY SURVEY PREPARED FOR:		FLORIDA	
BREVARD COUNTY		BREVARD COUNTY	
(SURPLUS PARCEL)		(SURPLUS PARCEL)	
BREVARD COUNTY		BREVARD COUNTY	
Date: 07/25/2016		Scale: N.T.S.	
Proj. No.: 374306		Sheet No. 2 of 2	

Buyer Initials