

Meeting Date
December 6, 2016



AGENDA	
Section	Consent
Item No.	II.A.7.

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approval Re: Contract for Sale and Purchase & Addendum for the acquisition of property located at 517 Hollywood Boulevard from Robert Casey (Owner) as part of the proposed Hollywood Boulevard Widening Project - District 3. (Fiscal Impact: \$161,000.00)
DEPT/OFFICE:	Public Works Department / Land Acquisition Section

Requested Action:

It is requested that the Board of County Commissioners approve and authorize the Chairman to execute the Contract for Sale and Purchase & Addendum for property located at 517 Hollywood Boulevard.

Summary Explanation & Background:

The subject property is located in Section 07, Township 28 South, Range 37 East. Hollywood Boulevard is currently a non-divided, two-lane road connecting New Haven Avenue with Palm Bay Road. The Hollywood Boulevard Widening Project will include widening the road to 4 lanes, along with major intersection, sidewalk, and drainage improvements.

On November 1, 2005, the Board of County Commissioners allocated partial funding for this project for early right-of-way acquisition as a part of the Local Option Gas Tax bond resolution. As such, staff has watched for opportunities to purchase needed land from willing sellers, as in this case. As a Capital Improvement Project, the Hollywood Boulevard Widening Project has been authorized by the Board of County Commissioners for offers and negotiations only. At this time, staff is authorized to obtain documents necessary to move forward with acquisitions, but will negotiate with willing sellers only.

This parcel, located at 517 Hollywood Boulevard, is needed for additional right-of-way for the project to proceed. The County has already purchased a number of properties along this segment and staff is continuing to acquire additional needed parcels as they become available. An appraisal has been completed by William Benson Appraisal, Inc. at \$160,000.00. An offer was made at the County's appraisal amount of \$160,000.00 and the Owner countered at \$161,000.00. The additional \$1,000.00 is to cover costs the Owner will incur related to relocating. The Owner also requested an extended occupation of the premises for a period not to exceed 180 days post-closing to facilitate relocation. The County Attorney Office has recommended that the Department delay the closing until the owner can vacate the premises upon closing, due to the potential for a delay in County possession of the property should the owner not vacate in accordance with the contract terms. However, the Department recommends that the property interest attained in completing the acquisition at this time, in accordance with the negotiated contract terms and addendum, is in the best interest of the County.

Land Acquisition Policies and Procedures require approval and acceptance by the Board of County Commissioners for all Deeds and Easements conveyed to the County. Staff recommends approval of the Contract and Addendum as presented.

Fiscal Impact: FY 2016/2017: \$161,000.00 Fund Account: Constitutional Gas Tax (CGT) 1170/265400/5610000
FY 2017/2018: No Impact

Clerk to the Board Instructions: Notify Department at 690-6847 when the Board approval memo and executed Contract for Sale and Purchase & Addendum are ready for pick-up

Exhibits Attached: Original Contract and Addendum, Location Map, Property Fact Sheet

Contract /Agreement (If attached): Reviewed by County Attorney Yes No PR

County Manager

Assistant County Manager

Department Director / Extension

Stockton Whitten

Assistant County Manager

John Denninghoff/757262

BOARD OF COUNTY COMMISSIONERS

AGENDA: CONTRACT FOR SALE AND PURCHASE & ADDENDUM FOR THE ACQUISITION OF 517 HOLLYWOOD BOULEVARD FROM ROBERT CASEY (OWNER) AS PART OF THE PROPOSED HOLLYWOOD BOULEVARD WIDENING PROJECT - DISTRICT 3

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION /

AGENCY CONTACT: DAN JONES, LAND ACQUISITION SUPERVISOR

CONTACT PHONE: 321-690-6847

REVIEW

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Dan Jones, Supervisor	<u>DJ</u>	_____	<u>11/22/16</u>
COUNTY ATTORNEY Eden Bentley Deputy County Attorney	<u>EB</u>	_____	<u>11/22/16</u>
<i>Subject to comments of 11/14/2016</i>			
PUBLIC WORKS John Denninghoff, Director	_____	_____	_____

AGENDA DUE DATE: November 22, 2016 for the December 6, 2016 Board meeting

IF ANY REVIEWING OFFICE HAS QUESTIONS OR CONCERNS REGARDING THIS PACKAGE, PLEASE ADVISE AGENCY CONTACT IMMEDIATELY.

PLEASE CALL DEBBIE CRUZ AT 690-6847 (5-6847) WHEN READY TO BE PICKED UP.

THANK YOU.



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

December 7, 2016

MEMORANDUM

TO: John Denninghoff, Public Works Director

RE: Item II.A.7., Contract for Sale and Purchase and Addendum with Robert A. Casey for Acquisition of Property Located at 517 Hollywood Boulevard as Part of the Proposed Hollywood Boulevard Widening Project

The Board of County Commissioners, in regular session on December 6, 2016, executed Contract for Sale and Purchase and Addendum for property located at 517 Hollywood Boulevard. Enclosed is a fully-executed copy of the Contract for Sale and Purchase and Addendum.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/cm

Encl. (1)

cc: Contracts Administration
Finance
Budget

CONTRACT FOR SALE AND PURCHASE

Seller: Robert A. Casey, 517 Hollywood Boulevard, West Melbourne, FL 32904

Buyer: Board of County Commissioners, Brevard County, 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: \$161,000.00 (ONE HUNDRED SIXTY ONE THOUSAND DOLLARS AND 00 CENTS)

Deposit: \$100 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 December 6, 2016, 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 January 10, 2017, 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 _____ 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.

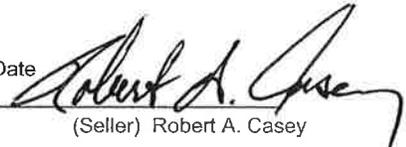
SELLER shall comply with §196.295, Fla. Stat.

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



Date 
_____ (Seller) Robert A. Casey

CURT SMITH CHAIRMAN

As approved by the Board 12/6/16

Date: _____
_____ Date _____
(Seller)

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 obligation 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 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 tax bill on condition that a statement to that effect is in the closing statement.

I. 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 Seller. Pending liens as of date of closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at closing, be charged an amount equal to the last estimate of assessment for the improvement by the public body.

J. 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 Seller's attorney or by another 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 reconvey 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. (1993), as amended.

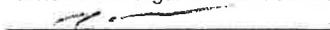
K. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution 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.

L. CONVEYANCE: Seller shall convey title to the Real Property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of Seller. Personal Property shall, at request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

M. 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.

N. WARRANTY: Seller warrants that 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.

Reviewed for legal form and content:

 (Assistant) County Attorney

Addendum

This addendum is made this 6 day of December, 2016 and amends the CONTRACT FOR SALE AND PURCHASE between Seller: Robert A. Casey, 517 Hollywood Boulevard, West Melbourne, FL 32904 and Buyer: **Brevard County, Florida**, 2725 Judge Fran Jamieson Way, Viera, Florida 32940:

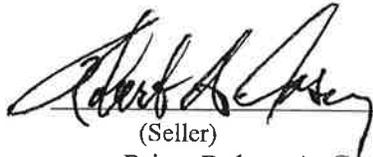
1. As part of the consideration for this Agreement, Seller reserves the right to retain possession of the properties for a time period of 180 days from the date of closing pursuant to the following conditions:
 - a. It is hereby specifically agreed and understood that the only use permitted for the properties is as a personal residence for Seller and that any variance in such use shall require written consent of Buyer.
 - b. Seller shall pay all charges for potable and waste water disposal and other utility services including electricity, heating fuel, gas and telephone supplied to Seller on the property.
 - c. Seller shall be responsible for maintaining the property in a safe and habitable condition. No new improvements or structures may be placed or constructed on the property.
 - d. Seller may remove and any and all personal property or structures from the property prior to the end of the 180-day possession.
 - e. Seller is not responsible for any costs associated with the removal of any structures, personal property or debris from property once Seller has vacated the site. Any structures or personal property left by Seller after he vacates the property will be considered abandoned by Seller and become Buyer's property without any further action by either party.
 - f. Seller shall make no unlawful, improper, immoral or offensive use of the property nor will Seller use the property or allow the use of the property for any purpose other than that hereinabove set forth. Failure of Seller to comply with this provision shall be considered a material default under this agreement and subject same to immediate termination by Buyer.
 - g. Buyer shall not be liable for any damage or injury sustained by Seller or any other person resulting from Seller's use of the property. Seller agrees that he will indemnify and hold harmless Buyer from any and all liability, claims, damages, losses, expenses, including attorney's fees, proceedings and causes of action of every kind and nature arising out of or connected with the performance of any duty or obligation herein set forth or with the use, occupation, management or control of the property or any improvements thereto or any furniture, furnishings, equipment and fixtures used in connection with said property. Seller agrees that he will, at his own expense, defend any and all actions, suits or proceedings which may be brought against Buyer in connection with the above and satisfy, pay and discharge any and all judgments that may be entered against Buyer in any such action or proceeding. Seller further agrees to provide and maintain, at all times during the terms of this agreement without cost or expense to Buyer, policies of insurance generally known as tenant homeowner's insurance policies with personal liability

coverage in an amount not less than **Three hundred thousand Dollars and 00/100 (\$300,000)** to cover any and all claims connected with any single incident or occurrence. Failure of Seller to provide and maintain said policies of insurance for the duration of this agreement shall be considered a material default under this agreement and subject same to immediate termination by Buyer. A copy of such insurance policy shall be filed with the Brevard County Risk Management Manager at closing. All personal property, equipment, fixtures, structures, or improvements constructed or placed on or about the property shall be at the risk of Seller and Buyer shall not be liable for any damage or loss to Seller's personal property, equipment, fixtures, structures or improvements located thereon for any cause whatsoever. Seller agrees and understands that Buyer does not and shall not carry liability, fire or theft insurance on any of said items or facilities to cover Seller's interest therein.

- h. Seller shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, state and federal governmental bodies applicable to the property, and any improvements, structures or facilities placed, installed or constructed thereon, including but not limited to, all rules and regulations relating to the operation and maintenance of safe housing.
 - i. Buyer or its agents may enter in and on the property with 24-hour prior notice to Seller at any reasonable time for the purpose of inspecting the property or performing other duties as are required by law or by the terms of this agreement.
 - j. Seller hereby agrees to pay Buyer's reasonable attorney's fees, court costs and any other costs of litigation, eviction or collection in which Buyer is successful should Seller fail to vacate the properties pursuant to the terms of this agreement.
 - k. This agreement shall not be assigned or extended. Seller shall vacate the properties by 5:00pm on the 180th day after closing.
 - l. Notice to Buyer under this agreement shall be given to the Brevard County Land Acquisition Section, 2725 Judge Fran Jamieson Way, Building A, Viera, Florida 32940, and notice to Seller shall be given to Robert A Casey, 517 Hollywood Boulevard, West Melbourne, FL 32904.
2. All other terms and conditions shall remain the same.
3. The terms of this addendum shall survive closing.

BREVARD COUNTY, FLORIDA

By: 
CURT SMITH, Chairman
Brevard County Commission

 Date _____
(Seller)
Print: Robert A. Casey

As Approved by Brevard County Commission on Dec. 6, 2016

Agenda Item # II.A.7

Reviewed for legal form and content: , County Attorney



Dana Blickley, CFA

Brevard County Property Appraiser

Location Map - 517 Hollywood Blvd.



North Government Complex
400 South St, 5th Floor
Titusville, FL 32780
Phone: (321) 264-6700
Fax: (321) 264-8954

Merritt Island Services Complex
2575 N Courtenay Pkwy
Merritt Island, FL 32953
Phone: (321) 454-6620
Fax: (321) 454-6618

Viera Government Center
2725 Judge Fran Jamieson Wy
Viera, FL 32940
Phone: (321) 690-6880
Fax: (321) 690-6883

South Services Complex
1515 Samo Rd
Melbourne, FL 32835
Phone: (321) 255-4440
Fax: (321) 255-4439

Palm Bay Service Complex
450 Cogen Dr, SE
Palm Bay, FL 32909
Phone: (321) 952-4574
Fax: (321) 952-4573

Document content intended for assessment purposes only. Not a survey. Map layers may not precisely align. Other disclaimers apply.

Printed Tuesday, November 22, 2016 at 10:29 AM. legacy.bcpao.us

PROPERTY FACT SHEET
PROJECT: HOLLYWOOD BOULEVARD WIDENING

OWNER:	Robert Casey
PARCEL LOCATION:	517 Hollywood Blvd., W. Melbourne, Florida
PARCEL SIZE:	.19 Acre (per appraisal)
ACQUISITION AREA:	.19 Acre – whole acquisition
ZONING/LANDUSE:	R1-A, Residential, City of West Melbourne / Residential
IMPROVEMENTS:	3 BR, 2 BA house, screen room & pool
TOPOGRAPHY:	Level with road grade, no wetlands indicated
FLOOD ZONE:	X (outside 500-year flood)
TAX PARCEL ID#:	28-37-07-06-00000.0-0015.00
MARKET VALUE:	\$105,650.00 (2015 Assessment Property Appraiser's Records)
PUBLIC UTILITIES:	All utilities
PROPERTY TRANSACTION: (Clerk of the Court Records)	Purchase date: February 5, 2016 Sale amount: \$134,000.00
APPRAISAL DATE:	October 10, 2016
Appraisal Amount:	\$160,000.00
Contract Amount:	\$161,000.00
Additional Contract Costs:	N/A
Total Settlement Expense:	\$161,000.00 plus closing costs, Survey, and Phase I Environmental Study

Bentley, Eden

From: Bentley, Eden
Sent: Monday, November 14, 2016 10:58 AM
To: Jones, Daniel
Subject: RE: Hollywood Blvd. widening project active - 517 Hollywood Blvd. acquisition
Attachments: Casey contract addendum revised 11 14 2016.doc

Attached is a revised addendum with tracked changes for your convenience.

Please be aware the recommendation from this office is to delay the closing until the owner can vacate the premises. The reason is that the reservation of possessory rights might be construed (perhaps improperly) by a court as a residential lease which could subject the county to all the requirements of the landlord tenant statute. The protections provided tenants could delay the county in its efforts to have the property vacated by several months.

Based on your comments, however, I have revised the addendum to continue the concept originally presented.

From: Jones, Daniel
Sent: Wednesday, November 09, 2016 9:25 AM
To: Bentley, Eden
Cc: Berrios, Cristina; Denninghoff, John P; Cruz, Debbie
Subject: Hollywood Blvd. widening project active - 517 Hollywood Blvd. acquisition

Eden:

As you may be aware, we have been acquiring properties of opportunity along Hollywood Blvd. for use in the future Hollywood Blvd. widening project. Our latest acquisition involves the property located at 517 Hollywood Blvd., owned by Robert A. Casey. We have had the property appraised and the owner has agreed (with conditions) to value established in the appraisal. Mr. Casey has agreed to the offer of \$160,000.00 (appraised value) plus \$1,000.00 for expenses related to his move. He asked that he be allowed to remain on site for a period of 180 days after the closing so he would be able to purchase / build a new home. We have allowed others to remain on site for extended stay in the past and would like to do so here. His remaining on site will provide upkeep of the property and delay the costs associated with the demolition of the structure.

The attached contract and addendum are for your review and editing as needed. We offered \$161,000.00 (no mention of the additional \$1,000.00 being related to costs related to the move) and the addendum is related to the extended stay. The addendum is a slightly modified version of the recent addendum related to the Everett acquisition as part of the Adamson Road Landfill project.

The description as referred to as exhibit "A" will be added once I verify the description with Mike Sweeney.

John is good with this concept but I am sure we will need to make adjustments as needed.

Thank you,
Dan Jones, Supervisor
Land Acquisition Section
Brevard County Public Works
Tel: 321-690-6847
daniel.jones@brevardcounty.us

BOARD OF COUNTY COMMISSIONERS

AGENDA: CONTRACT FOR SALE AND PURCHASE & ADDENDUM FOR THE ACQUISITION OF 517 HOLLYWOOD BOULEVARD FROM ROBERT CASEY (OWNER) AS PART OF THE PROPOSED HOLLYWOOD BOULEVARD WIDENING PROJECT – DISTRICT 3

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION /

AGENCY CONTACT: DAN JONES, LAND ACQUISITION SUPERVISOR

CONTACT PHONE: 321-690-6847

REVIEW

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Dan Jones, Supervisor	<u></u>	_____	<u>11/22/16</u>
COUNTY ATTORNEY Eden Bentley Deputy County Attorney	_____	_____	_____
PUBLIC WORKS John Denninghoff, Director	<u></u>	_____	<u>11/22/16</u>

AGENDA DUE DATE: November 22, 2016 for the December 6, 2016 Board meeting

IF ANY REVIEWING OFFICE HAS QUESTIONS OR CONCERNS REGARDING THIS PACKAGE, PLEASE ADVISE AGENCY CONTACT IMMEDIATELY.

PLEASE CALL DEBBIE CRUZ AT 690-6847 (5-6847) WHEN READY TO BE PICKED UP.

THANK YOU.