

Meeting Date
July 7, 2015



AGENDA	
Section	Consent
Item No.	<i>II.C.3</i>

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approval: Sale of Surplus Real Property by Private Sale to Adjacent Property Owner and Authorization for Chairman to Execute all necessary Documents
DEPT/OFFICE:	Public Safety and Support Services Group/Central Services/Asset Management

Requested Action:

It is requested that the Board of County Commissioners approve the private sale of two surplus parcels of property, pursuant to Florida Statute 125.35(2); and accept the negotiated sale price of \$5,870 and \$690, for parcels identified by Tax I.D. 2802877 and 2802896, respectively.

Summary Explanation & Background:

On March 31, 2015, the Board approved the private sale process for two parcels in Melbourne.

1. Tax ID 2802877; Parcel ID # 28-36-13-50-00123.0-0001.00; consisting of .51 acres of unimproved property. The parcel is assessed at \$5,870.00 and was conveyed to the county by Quit Claim Deed on December 1, 1972.
2. Tax ID 2802896; Parcel ID # 28-36-13-50-00130.0-0005.00; consisting of .06 acres of unimproved property. The parcel is assessed at \$690.00 and was conveyed to the county by Warranty Deed on June 30, 2012.

Brevard County Ordinance Section 2-243, Sale of real property by private sale to adjacent property owners, provides for a private sale when the Board finds:

- The parcel of real property is of insufficient size and shape to be issued a building permit for any type of development to be constructed on the property; or
- The value of the parcel of real property is \$15,000 or less, as determined by a fee appraiser designated by the Board or as determined by the county property appraiser; and the size, shape, location, and value of the parcel would make it of use only to one or more adjacent property owners.

Adjacent property owners were notified by certified mail of the County's intent to sell, and only one property owner, D. R. Horton, responded with interest in purchasing the parcel.

It is recommended that the Board of County Commissioners approve the sale of the surplus parcels to D.R. Horton for the total combined amount of \$6,560.00.

Fiscal Impact: FY 2014/2015: Revenue in the amount of \$6,560.00 from the sale of the property will be placed into General Fund Revenue Cost Center 30086 and the parcels reinserted on the tax rolls.

Contact: Merrill Vincent, Asset Manager, 264-5326
Merrill.Vincent@BrevardCounty.us
Teresa Camarata, Central Services Director, 637-5492
Teresa.Camarata@BrevardCounty.us

Clerk to the Board Instructions: **Return originals to Asset Management, Mail Stop 10B.**

Exhibits Attached: Initial Contract Form; Aerial Photos of Parcels; Contracts and Addendums for Sale and Purchase of Tax ID 2802877 and 2802896.

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

County Manager	Assistant County Manager, Frank Abbate	Department Director / Extension
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
Stockton Whitten	Assistant County Manager, Venetta Valdengo	Teresa Camarata, Central Services Director; x. 52543



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

Telephone: (321) 637-2001
Fax: (321) 264-6972

July 8, 2015

MEMORANDUM

TO: Teresa Camarata, Central Services Director

RE: Item II.C.3., Approval for Sale of Surplus Real Property by Private Sale to Adjacent Property Owner

The Board of County Commissioners, in regular session on July 7, 2015, executed the Contract for Sale and Purchase of two surplus parcels of property, pursuant to Florida Statute 125.35(2); and accepted the negotiated sale price of \$5,870 and \$690, for parcels identified by Tax I.D. 2802877 and 2802896. Enclosed are fully-executed Contracts for Sale and Purchase.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/kg

Encls. (2)

cc: Asset Management
Finance
Budget

CONTRACT FOR SALE AND PURCHASE

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

Buyer: D R Horton Inc.
1430 Culver Drive NE, Palm Bay, Florida 32907

Legal description of property being transferred: Parcel I.D. 28-36-13-50-00123.0-0001.00 Tax Account: 2802877

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: \$ 5,870.00

Deposit: \$ 100.00

~~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 July 7, 2015, 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.~~ ICW

Title evidence: At least 15 days before closing date, Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney or 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. ICW

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.

Warranties: The following warranties are made and shall survive closing. BUYER ICW
a. SELLER warrants that there are no parties in occupancy other than Seller.
b. 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.

~~Inspections: The BUYER shall have 30 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, ability to be developed, 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 may 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 for Buyer to conduct a Phase II assessment meeting ASTM standards. If the Phase I assessment reveals contamination this agreement may be terminated by either BUYER or SELLER 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, BUYER or Seller may terminate this agreement. Upon agreement of both parties, an additional 90 days may be granted to clean up the site after the Phase II assessment. SELLER shall allow the BUYER or its agents reasonable right of entry upon the property for inspection purposes. Before the expiration of the initial 30-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 reasonably unacceptable to BUYER, the BUYER shall receive a full refund of its deposit.~~ ICW

Special Clauses: See attached addendum NOT APPLICABLE

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

Robin Fisher, Chairman

As approved by the Board July 7, 2015

Date: 7-7-15

Date: 6/23/15

[Signature]
(Buyer)

(Buyer)

Social Security or Tax I.D. # 75-2386963

STANDARDS FOR REAL ESTATE TRANSACTIONS

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A. EVIDENCE OF TITLE: (Applicable in the event Buyer opts to obtain a title commitment) 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 6 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, the Seller may terminate this agreement and refund the deposit or Seller may elect to remove the defect(s) within 30 days from receipt of notice. In the event that the agreement is not terminated and the defects are not removed, 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, thereby releasing Seller from all further obligations under this agreement. If Buyer fails to provide the notifications to notify Seller, Buyer shall be deemed to have accepted the title as it then is. 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.

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

D. DOCUMENTS FOR CLOSING: Seller shall furnish the deed, bill of sale, owner's possession affidavit, 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.

F. 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.

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 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.

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 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.

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

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as Seller's sole and exclusive remedy hereunder and 100

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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, as described in Section 125.411, F. S.

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.

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Addendum to Contract for Sale and Purchase
By and Between D.R. Horton, Inc. ("Buyer")
and
Board of County Commissioners, Brevard County, Florida ("Seller")

Project/Address: June Park Addn. No. 3, Lot 5, Block 130, As Recorded in Plat Book 4 Page 74 of the Brevard County Public Records. Parcel ID# 28-36-13-50-00130.0-0005.00

This **ADDENDUM** is attached to and made a part of that Contract for Sale and Purchase (the "Contract") between Buyer and Seller regarding that parcel of real estate located in Brevard County, Florida (the "County"), briefly described as Lots 5 Block 130, JUNE PARK SUBDIVISION, Brevard County, Florida Recorded in Plat Book 4, Page 74, and referred to in this Addendum as the "Property". All terms defined in the main text of the Contract shall have the same meanings when used in this Addendum. Notwithstanding any other provision of the Contract, Seller and Buyer agree as follows:

- 1. Conflict.** In the event of a conflict between the terms and provisions of the main text of the Contract and the terms and provisions of this Addendum, the terms and provisions of this Addendum shall control.
- 2. Effective Date.** The "Effective Date" means the last of the following dates: (a) the date this Contract is executed by Buyer; (b) the date this Contract is executed by Seller; or (c) the date of Buyer's corporate ratification, as required by Section 6 below.
- 3. Inspection Period.** From the Effective Date through Closing, Buyer and its agents, consultants and contractors may enter upon all portions of the Property to inspect and perform such tests and studies deemed necessary or appropriate by Buyer. Seller hereby grants to Buyer a nonexclusive license to enter upon all portions of the Property for the purpose of making such inspections, and Seller shall cooperate with all parties performing such inspections. The period of time from the Effective Date through the thirtieth (30th) day thereafter is hereinafter referred to as the "Inspection Period." The results of all inspections, tests, examinations and studies of any portion of the Property performed during the Inspection Period must be suitable to Buyer, in its sole discretion. Prior to the expiration of the Inspection Period, Buyer may notify Seller that the results of all inspections, tests, examinations and studies performed by Buyer during that period are suitable to Buyer by delivering to Seller a written Notice of Suitability signed by one of the corporate officers of Buyer listed in Section 6 below (collectively, the "Authorized Officers"). No such Notice of Suitability shall be valid and effective unless signed by one of the Authorized Officers. If Buyer fails for any reason to send Seller the Notice of Suitability by the end of the Inspection Period, and such failure continues for a period of ten (10) days after written notice from Seller, this Contract shall automatically terminate. Also, if Buyer notifies Seller in writing at any time prior to issuance of a Notice of Suitability that the results of its inspections, tests, examinations or studies are not suitable to Buyer, then this Contract shall automatically terminate. Upon termination, Buyer shall be entitled to an immediate refund of the Earnest Money, and thereafter neither party shall have any further obligation to the other hereunder, except that Buyer shall promptly restore any physical damage caused to the Property by the aforesaid inspections, tests and other activities, and Buyer shall indemnify Seller for any and all claims of bodily injury or damage to property (including the Property itself) arising out of Buyer's inspections of the Property. Buyer shall also indemnify Seller for liens which may be filed against the Property or any portion thereof by persons or entities employed or contracted by Buyer to perform inspections of the Property. Buyer's repair and indemnification obligations under this Section shall survive termination of this Contract for a period of one (1) year.
- 4. Property Conditions.** As a condition to Buyer's obligation to purchase the Property, (a) the property must be a discrete and legally existing Parcel of land; (b) the Property must be free from debris and trash.
- 5. Seller's Warranties.** Seller represents and warrants to Buyer as follows:

- a. Seller has full authority to execute this Contract and convey the Property to Buyer and execute and deliver the deed and such other documents, instruments, affidavits and certificates as are necessary or desirable to effectuate this transaction.
- b. Seller is not a "foreign person" as defined by the Internal Revenue Code or Regulations, and, prior to or at closing, Seller will provide Buyer an affidavit to that effect.

6. Corporate Ratification. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, NEITHER THIS CONTRACT NOR ANY AMENDMENT HERETO SHALL BE A VALID, BINDING AND ENFORCEABLE OBLIGATION OF BUYER UNLESS AND UNTIL SUCH DOCUMENT IS RATIFIED IN WRITING BY ONE OF THE FOLLOWING EXECUTIVE OFFICERS OF BUYER: DONALD R. HORTON, DAVID V. AULD, MICHAEL J. MURRAY, PAUL ROMANOWSKI, OR BILL W. WHEAT.

7. Notice and Cure Rights. In the event of a default in the performance of any obligation hereunder including failure to close, the non-defaulting party shall give the defaulting party notice of such default, specifying in reasonable detail the nature of the default. Thereafter, the defaulting party shall have ten (10) days from the date of notice of default is given to cure the default. If the defaulting party cures the default within the 10-day period, it shall not incur any liability to the other party for the default.

8. Notices. All notices and other communications relating to this Agreement shall be written and sent (a) by personal delivery, (b) by commercial courier, (c) certified United States Mail, return receipt requested, or (d) by fax or other electronic means with the sender retaining a print out of the confirmation of delivery, to the addresses below. Until notice of changes of address is given to the other party, notices shall be delivered, addressed or directed as follows:

To Seller: Board of County Commissioners, Brevard County, Florida
2725 Judge Fran Jamieson Way
Viera, FL 32940
Phone: (321) 264-5326
Fax: (321) 264-5382
E-mail: Dawn.Sale@BrevardCounty.us

To Buyer: D.R. Horton, Inc.
Attn: Keith V. Williams
1430 Culver Drive, NE
Palm Bay, FL 32907
Phone: 321-953-3105
Fax: 866-305-4422
E-mail: KVWilliams@DRHorton.com

With a copy to: Charbel J. Barakat, Esq.
D. R. Horton, Inc.
5850 T. G. Lee Blvd., Ste. 250
Orlando, FL 32822
Phone: 407-850-3027
Fax: 866-829-0570
E-mail: CBarakat@drhorton.com

To Escrow Agent: DHI Title of Florida, Inc.
Attn: Donna Sarver
100 Rialto Place, Suite 800
Melbourne, FL 32901
Phone: (321) 733-2113
Fax: (800) 664-4159

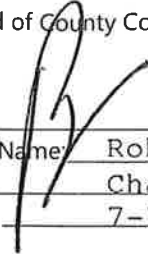
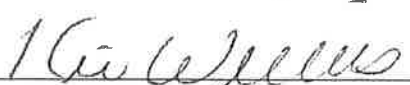
Email: dsarver@dhititle.com

9. Satisfaction of Conditions to Closing. If all conditions to closing as set forth in the Contract are not satisfied on or before the last date on which the Closing can occur under the Contract, Buyer shall have the right to: (i) terminate the Contract and receive an immediate refund of the Deposit, (ii) extend the last date for the Closing to allow Seller to satisfy all conditions to closing or (iii) waive any outstanding conditions to closing in writing and elect to proceed to closing in accordance with the Contract.

10. DocuSign. Ratification of the Contract or any addendum or amendment hereto by any of the Authorized Officers may be accomplished by electronic signature using DocuSign or other similar technology.

11. Deposit. Within five (5) business days of the Effective Date, Buyer shall deposit the \$100 Deposit shown on the first page of the Contract (the "Earnest Money") with DHI Title of Florida, Inc. ("Escrow Agent"). The Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms of the Contract and this Addendum. If the Closing occurs hereunder, the Earnest Money shall be paid to Seller and credited for the benefit of Buyer against the Purchase Price.

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SIGNATURES LOCATED ON THE FOLLOWING PAGE**

<p><u>Seller:</u></p> <p>Board of County Commissioners, Brevard County, Florida</p> <p>By: </p> <p>Print Name: <u>Robin Fisher</u></p> <p>Title: <u>Chairman</u></p> <p>Date: <u>7-7-15</u></p>	<p><u>Buyer:</u></p> <p>D.R. Horton, Inc., a Delaware corporation</p> <p>By: </p> <p>Keith V. Williams, Division President</p> <p>Date: <u>6/23/15</u></p>
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Pursuant to Section 6 above, the undersigned hereby ratifies this Contract on behalf of D.R. Horton, Inc.

By: _____
 Print Name: _____
 Title: _____
 Date: _____

CONTRACT FOR SALE AND PURCHASE

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

Buyer: D R Horton Inc,
1430 Culver Drive NE, Palm Bay, Florida 32907

Legal description of property being transferred: Parcel I.D. 28-36-13-50-00130.0-0005.00 Tax Account: 2802896

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: \$ 690.00

Deposit: \$ 100.00

~~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 July 7, 2015, 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. *iw*

Title evidence: At least 15 days before closing date, Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney or 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. *iw*

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.

Warranties: The following warranties are made and shall survive closing. *Buyer iw*
a. SELLER warrants that there are no parties in occupancy other than Seller.
b. 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.

~~Inspections: The BUYER shall have 30 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, ability to be developed, 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 may 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 for Buyer to conduct a Phase II assessment meeting ASTM standards. If the Phase I assessment reveals contamination this agreement may be terminated by either BUYER or SELLER 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, BUYER or Seller may terminate this agreement. Upon agreement of both parties, an additional 90 days may be granted to clean up the site after the Phase II assessment. SELLER shall allow the BUYER or its agents reasonable right of entry upon the property for inspection purposes. Before the expiration of the initial 30-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 reasonably unacceptable to BUYER, the BUYER shall receive a full refund of its deposit.~~ *iw*

Special Clauses: See attached addendum NOT APPLICABLE

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

Robin Fisher, Chairman

As approved by the Board July 7, 2015

Date: 7-7-15

Date: 6/23/15

[Signature]
(Buyer)

(Buyer)

Social Security or Tax I.D. # 75-2386963

STANDARDS FOR REAL ESTATE TRANSACTIONS

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A. EVIDENCE OF TITLE: (Applicable in the event Buyer opts to obtain a title commitment) 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 7 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, the Seller may terminate this agreement and refund the deposit or Seller may elect to remove the defect(s) within 30 days from receipt of notice. In the event that the agreement is not terminated and the defects are not removed, 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, thereby releasing Seller from all further obligations under this agreement. If Buyer fails to provide the notifications to notify Seller, Buyer shall be deemed to have accepted the title as it then is. 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.

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TERMINATED THIS CONTRACT

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

D. DOCUMENTS FOR CLOSING: Seller shall furnish the deed, bill of sale, owner's possession affidavit, 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.

F. 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.

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 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.

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 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.

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,

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AS SELLER'S SOLE AND EXCLUSIVE REMEDY HEREUNDER AND

1W

~~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, as described in Section 125.411, F. S.

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.

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Addendum to Contract for Sale and Purchase
By and Between D.R. Horton, Inc. ("Buyer")
and
Board of County Commissioners, Brevard County, Florida ("Seller")

Project/Address: June Park Addn. No. 3, Lots 1,2,3,4,24,25,26,27, Block 123, As Recorded in Plat Book 4 Page 74 of the Brevard County Public Records. Parcel ID# 28-36-13-50-00123.0-0001.00

This **ADDENDUM** is attached to and made a part of that Contract for Sale and Purchase (the "Contract") between Buyer and Seller regarding that parcel of real estate located in Brevard County, Florida (the "County"), briefly described as Lots 1,2,3,4,24,25,26,27 Block 123, JUNE PARK SUBDIVISION, Brevard County, Florida Recorded in Plat Book 4, Page 74, and referred to in this Addendum as the "Property". All terms defined in the main text of the Contract shall have the same meanings when used in this Addendum. Notwithstanding any other provision of the Contract, Seller and Buyer agree as follows:

- 1. Conflict.** In the event of a conflict between the terms and provisions of the main text of the Contract and the terms and provisions of this Addendum, the terms and provisions of this Addendum shall control.
- 2. Effective Date.** The "Effective Date" means the last of the following dates: (a) the date this Contract is executed by Buyer; (b) the date this Contract is executed by Seller; or (c) the date of Buyer's corporate ratification, as required by Section 6 below.
- 3. Inspection Period.** From the Effective Date through Closing, Buyer and its agents, consultants and contractors may enter upon all portions of the Property to inspect and perform such tests and studies deemed necessary or appropriate by Buyer. Seller hereby grants to Buyer a nonexclusive license to enter upon all portions of the Property for the purpose of making such inspections, and Seller shall cooperate with all parties performing such inspections. The period of time from the Effective Date through the thirtieth (30th) day thereafter is hereinafter referred to as the "Inspection Period." The results of all inspections, tests, examinations and studies of any portion of the Property performed during the Inspection Period must be suitable to Buyer, in its sole discretion. Prior to the expiration of the Inspection Period, Buyer may notify Seller that the results of all inspections, tests, examinations and studies performed by Buyer during that period are suitable to Buyer by delivering to Seller a written Notice of Suitability signed by one of the corporate officers of Buyer listed in Section 6 below (collectively, the "Authorized Officers"). No such Notice of Suitability shall be valid and effective unless signed by one of the Authorized Officers. If Buyer fails for any reason to send Seller the Notice of Suitability by the end of the Inspection Period, and such failure continues for a period of ten (10) days after written notice from Seller, this Contract shall automatically terminate. Also, if Buyer notifies Seller in writing at any time prior to issuance of a Notice of Suitability that the results of its inspections, tests, examinations or studies are not suitable to Buyer, then this Contract shall automatically terminate. Upon termination, Buyer shall be entitled to an immediate refund of the Earnest Money, and thereafter neither party shall have any further obligation to the other hereunder, except that Buyer shall promptly restore any physical damage caused to the Property by the aforesaid inspections, tests and other activities, and Buyer shall indemnify Seller for any and all claims of bodily injury or damage to property (including the Property itself) arising out of Buyer's inspections of the Property. Buyer shall also indemnify Seller for liens which may be filed against the Property or any portion thereof by persons or entities employed or contracted by Buyer to perform inspections of the Property. Buyer's repair and indemnification obligations under this Section shall survive termination of this Contract for a period of one (1) year.
- 4. Property Conditions.** As a condition to Buyer's obligation to purchase the Property, (a) the property must be a discrete and legally existing Parcel of land; (b) the Property must be free from debris and trash.
- 5. Seller's Warranties.** Seller represents and warrants to Buyer as follows:

- a. Seller has full authority to execute this Contract and convey the Property to Buyer and execute and deliver the deed and such other documents, instruments, affidavits and certificates as are necessary or desirable to effectuate this transaction.
- b. Seller is not a "foreign person" as defined by the Internal Revenue Code or Regulations, and, prior to or at closing, Seller will provide Buyer an affidavit to that effect.

6. Corporate Ratification. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, NEITHER THIS CONTRACT NOR ANY AMENDMENT HERETO SHALL BE A VALID, BINDING AND ENFORCEABLE OBLIGATION OF BUYER UNLESS AND UNTIL SUCH DOCUMENT IS RATIFIED IN WRITING BY ONE OF THE FOLLOWING EXECUTIVE OFFICERS OF BUYER: DONALD R. HORTON, DAVID V. AULD, MICHAEL J. MURRAY, PAUL ROMANOWSKI, OR BILL W. WHEAT.

7. Notice and Cure Rights. In the event of a default in the performance of any obligation hereunder including failure to close, the non-defaulting party shall give the defaulting party notice of such default, specifying in reasonable detail the nature of the default. Thereafter, the defaulting party shall have ten (10) days from the date of notice of default is given to cure the default. If the defaulting party cures the default within the 10-day period, it shall not incur any liability to the other party for the default.

8. Notices. All notices and other communications relating to this Agreement shall be written and sent (a) by personal delivery, (b) by commercial courier, (c) certified United States Mail, return receipt requested, or (d) by fax or other electronic means with the sender retaining a print out of the confirmation of delivery, to the addresses below. Until notice of changes of address is given to the other party, notices shall be delivered, addressed or directed as follows:

To Seller: Board of County Commissioners, Brevard County, Florida
2725 Judge Fran Jamieson Way
Viera, FL 32940
Phone: (321) 264-5326
Fax: (321) 264-5382
E-mail: Dawn.Sale@BrevardCounty.us

To Buyer: D.R. Horton, Inc.
Attn: Keith V. Williams
1430 Culver Drive, NE
Palm Bay, FL 32907
Phone: 321-953-3105
Fax: 866-305-4422
E-mail: KVWilliams@DRHorton.com

With a copy to: Charbel J. Barakat, Esq.
D. R. Horton, Inc.
5850 T. G. Lee Blvd., Ste. 250
Orlando, FL 32822
Phone: 407-850-3027
Fax: 866-829-0570
E-mail: CBarakat@drhorton.com

To Escrow Agent: DHI Title of Florida, Inc.
Attn: Donna Sarver
100 Rialto Place, Suite 800
Melbourne, FL 32901
Phone: (321) 733-2113
Fax: (800) 664-4159



Email: dsarver@dhititle.com

9. Satisfaction of Conditions to Closing. If all conditions to closing as set forth in the Contract are not satisfied on or before the last date on which the Closing can occur under the Contract, Buyer shall have the right to: (i) terminate the Contract and receive an immediate refund of the Deposit, (ii) extend the last date for the Closing to allow Seller to satisfy all conditions to closing or (iii) waive any outstanding conditions to closing in writing and elect to proceed to closing in accordance with the Contract.

10. DocuSign. Ratification of the Contract or any addendum or amendment hereto by any of the Authorized Officers may be accomplished by electronic signature using DocuSign or other similar technology.

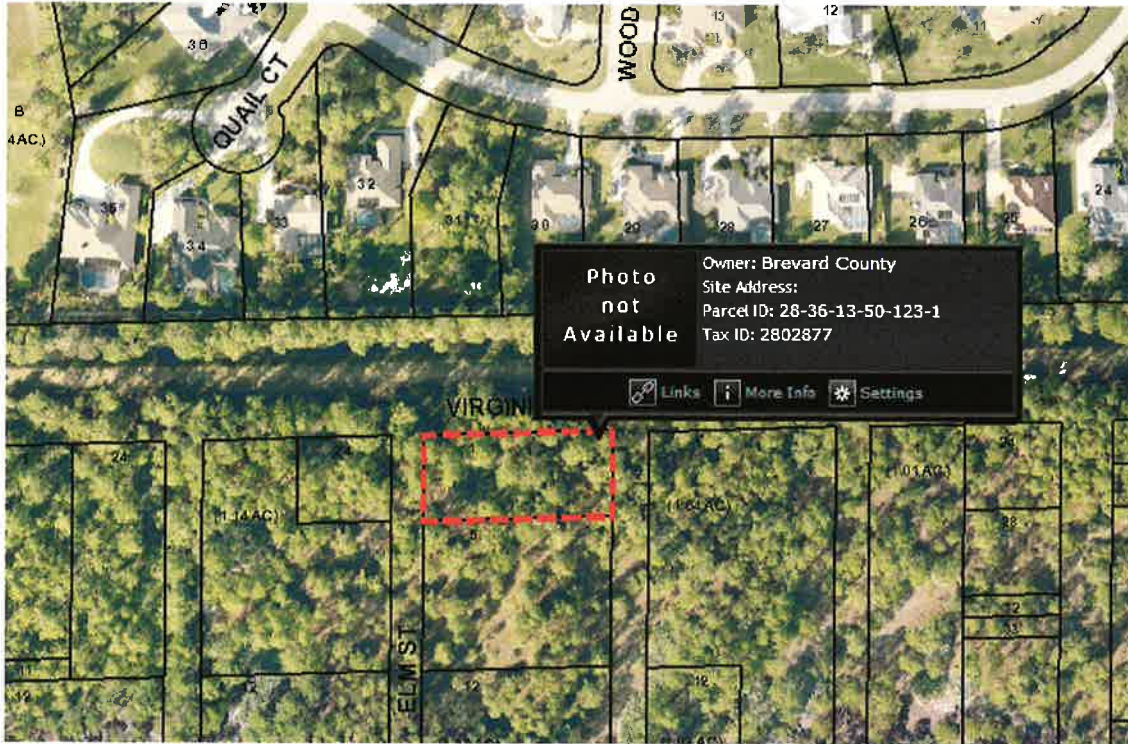
11. Deposit. Within five (5) business days of the Effective Date, Buyer shall deposit the \$100 Deposit shown on the first page of the Contract (the "Earnest Money") with DHI Title of Florida, Inc. ("Escrow Agent"). The Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms of the Contract and this Addendum. If the Closing occurs hereunder, the Earnest Money shall be paid to Seller and credited for the benefit of Buyer against the Purchase Price.

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SIGNATURES LOCATED ON THE FOLLOWING PAGE**

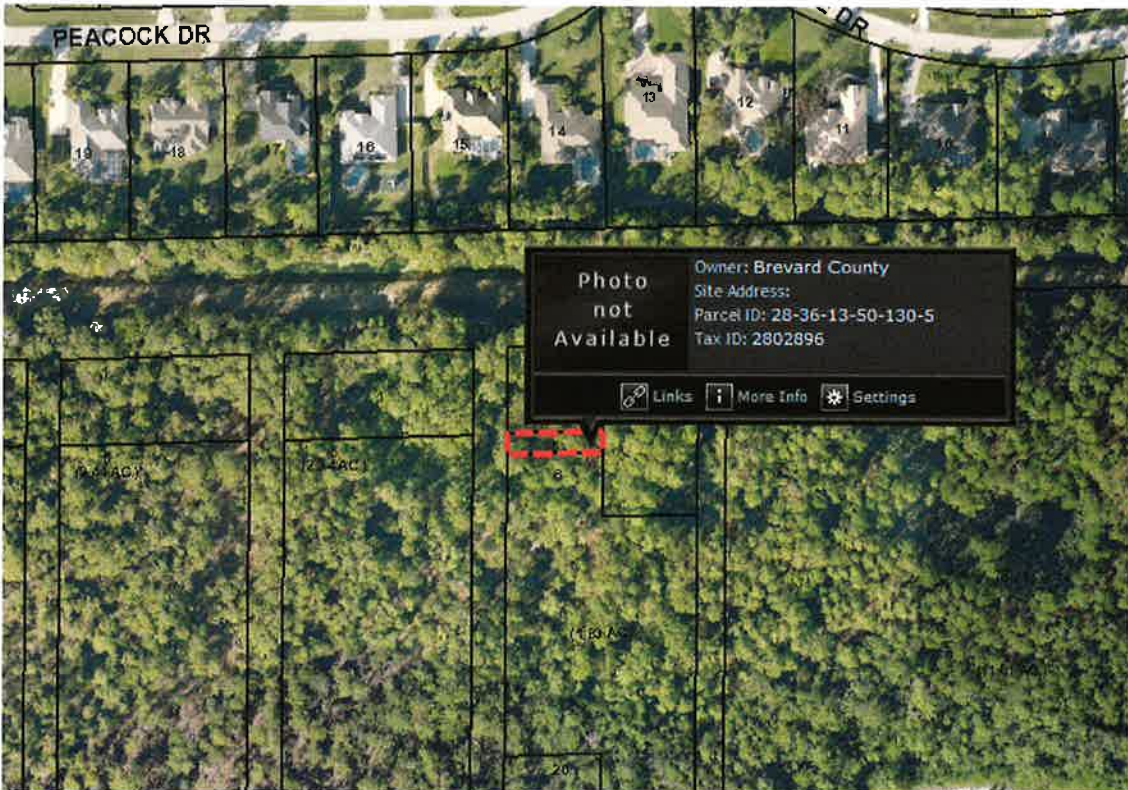
<p><u>Seller:</u></p> <p>Board of County Commissioners, Brevard County, Florida</p> <p>By: </p> <p>Print Name: <u>Robin Fisher</u></p> <p>Title: <u>Chairman</u></p> <p>Date: <u>7-7-15</u></p>	<p><u>Buyer:</u></p> <p>D.R. Horton, Inc., a Delaware corporation</p> <p>By: </p> <p>Keith V. Williams, Division President</p> <p>Date: <u>6/23/15</u></p>
--	--

Pursuant to Section 6 above, the undersigned hereby ratifies this Contract on behalf of D.R. Horton, Inc.

By: _____
 Print Name: _____
 Title: _____
 Date: _____



Parcel 1: Tax ID 2802877; 0.51 acres.



Parcel 2: Tax ID 2802896; 0.06 acres.

AERIAL PHOTOS OF PARCELS UNDER CONTRACT FOR PRIVATE SALE

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board.

1. Contractor: DR Horton	
2. Fund/Account #: 30086	Division Name: Asset Management
4. Contract Description: Sale of surplus parcels to Adjacent Owers	
5. Contract Monitor: Dawn Sale	6. Mail Stop #: 10B
7. Dept./Office Director: Teresa Camarata	8. Class Code:
ACTION DATE: 30 days from entry	ACTION REQUIREMENT: Need complete data

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<u>✓</u>	<u> </u>	<u>BMS / [Signature]</u>	<u>6/24/15</u>
Risk Management	<u>✓</u>	<u> </u>	<u>[Signature]</u>	<u>6/24/15</u>
County Attorney	<u>✓</u>	<u> </u>	<u>[Signature]</u>	<u>6/24/15</u>

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: *This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will then forward the Initial Contract Form to Information Systems Division and the contract will be entered into the contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the first report will always show a "Required Action" for the contract. See BC-20 for additional information.*

BC-29: EXHIBIT I

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

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	<u>YES</u>	<u>NO</u>		
User Agency	<u>✓</u>	<u> </u>	<u>DMS/AM</u>	<u>6/24/15</u>
Risk Management	<u> </u>	<u> </u>	<u> </u>	<u> </u>
County Attorney	<u> </u>	<u> </u>	<u> </u>	<u>6/24/15</u>

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BC-29: EXHIBIT I

Original back to Diane Byrum.

PREPARED BY:
CHRISTINE LEPORE, ESQ.
BREVARD COUNTY ATTORNEY'S OFFICE
PARCEL ID#: 28-36-13-50-00123.0-0001.00

**COUNTY DEED AND TERMINATION AND
RELEASE OF RESTRICTIVE COVENANT**

THIS DEED, made this ___ day of October, 2015, by BREVARD COUNTY, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, Grantor, to D.-R. Horton Inc., a Delaware corporation, whose address is 1430 Culver Drive NE, Palm Bay, Florida 32907, Grantee.

WITNESSETH that the Grantor, for and in consideration of the sum of \$10.00 to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold, and does hereby grant, bargain and sell, to the Grantee, and its assigns forever, the land described as: Lots 1, 2, 3, 4, 24, 25, 26 and 27, Block 123, Plat Book 4, Page 74, June Park Subdivision No. 3, said undeveloped land lying and being in Brevard County, Florida, consisting of .51 acres, more or less.

FURTHERMORE, Grantor does hereby release, terminate, remise and relinquish, unconditionally and forever, the dedication of public recreational use previously imposed upon the property described above pursuant to that certain Resolution adopted on September 22, 1966, and recorded in Official Records of Brevard County, Florida Book 900, Page 657.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman and said Board, the day and year aforesaid.

ATTEST:



SCOTT ELLIS, CLERK

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 

ROBIN FISHER, CHAIRMAN

As approved by the Board on July 7, 2015

PREPARED BY:
CHRISTINE LEPORE, ESQ.
BREVARD COUNTY ATTORNEY'S OFFICE
PARCEL ID#: 28-36-13-50-00130.0-0005.00

COUNTY DEED

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WITNESSETH that the Grantor, for and in consideration of the sum of \$10.00 to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold, and does hereby grant, bargain and sell, to the Grantee, and its assigns forever, the land described as: Lot 5, Block 130, Plat Book 4, Page 74, June Park Subdivision No. 3, said undeveloped land lying and being in Brevard County, Florida, consisting of .06 acres, more or less.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman and said Board, the day and year aforesaid.

ATTEST:



SCOTT ELLIS, CLERK

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: _____


ROBIN FISHER, CHAIRMAN

As approved by the Board on July 7, 2015