



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.21.

9/14/2021

Subject:

Approval, Re: Donation of land to the EEL Program from Adolph Blaser (District 3)

Fiscal Impact:

There are no fiscal impacts to General Revenue funds. The estimated fiscal impact to the Environmentally Endangered Lands (EEL) Program fund will be \$525 for title commitment and closing fees. The property is in an area that currently does not receive active management because the acquired parcels are scattered among privately owned parcels.

Dept/Office:

Parks and Recreation/Environmentally Endangered Lands (EEL) Program

Requested Action:

It is requested that the Board of County Commissioners approve acceptance of a donation of property from Adolph Blaser, in Grant/Valkaria and waiving the requirement for a Phase 1 Environmental Site Assessment. It is also requested that the Board authorize the Chair to execute the agreement accepting the donation, upon County Attorney Office and Risk Management approval. The County will pay title and closing fees.

Summary Explanation and Background:

The Environmentally Endangered Lands (EEL) Program was contacted by a property owner, Adolph Blaser, who currently owns 1.39+/- acres of property in Grant/Valkaria. Mr. Blaser wishes to donate the land to the County for conservation without incurring any costs to himself.

The property is located in the EEL Program's Grant/Valkaria small parcel acquisition area where the State and County own many small parcels of conservation land. We are requesting:

- The request to waive the requirement for a Phase I Environmental Site Assessment; is based on the fact that the County and State already own a large number of parcels in this area.
- The estimated cost to the EEL Program for title and closing fees is \$525.
- The current Brevard County Property Appraiser tax-assessed/market value of the land is recorded as \$1,390.
- The owner is up to date on their property taxes and the closing process will require the owner to escrow a pro-rated property tax payment for the current tax year up to the date of donation to the County.

Clerk to the Board Instructions:

Please return Board Memorandum to the Environmentally Endangered Lands (EEL) Program.



September 15, 2021

M E M O R A N D U M

TO: Mary Ellen Donner, Park and Recreation Director

RE: Item F.21., Approval for Donation of Land to the Environmentally Endangered Lands (EEL) Program from Adolph Blaser

The Board of County Commissioners, in regular session on September 14, 2021, approved acceptance of a donation of property from Adolph Blaser, in Grant/Valkaria; approved waiving the requirement for Phase 1 Environmental Site Assessment; authorized the Chair to execute the Agreement to Donate Land, upon County Attorney Office and Risk Management approval, with the County paying title and closing costs; and authorized Commissioner Lober to write a letter on behalf of the Commission, thanking Mr. Blaser for his donation. Enclosed is the fully-executed Agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell
Kimberly Powell, Clerk to the Board

Encl. (1)

cc: Each Commissioner
Risk Management
County Attorney
Finance
Budget
EEL Program Manager

AGREEMENT TO DONATE LAND

THIS AGREEMENT TO DONATE LAND is made the date of last signature below by and between BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida ("County"), and Adolph Blaser, owner of the property located at Tax Account #2941836; Parcel ID 29-37-24-00-808, whose mailing address is 420 Driver St., Darlington, WI 53530 ("Donor").

WITNESSETH:

WHEREAS, the County desires to take possession of the property located at Tax Account #2941836; Parcel ID 29-37-24-00-808, more fully described in the legal description attached hereto as **Exhibit A** (the "Property"); and

WHEREAS, the Property serves the public interest by allowing the County to continue to preserve the natural resources and scenic beauty found within Brevard County; and

WHEREAS, taking ownership of such land(s) will be consistent with the resource conservation goals, objectives, policies, and guidelines of the County's Environmentally Endangered Lands Program; and

WHEREAS, in order for the County to further accomplish the goal of environmental protectionism, the Donor shall donate the Property in accordance with the terms and conditions outlined below.

NOW, THEREFORE, in consideration of the covenants and premises herein contained, it is mutually agreed between the parties as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein as part of this Agreement.
2. Purpose. Donor owns that certain real property located in Brevard County, Florida, more particularly described or depicted in **Exhibit A**, attached hereto and made a part hereof. Donor agrees to donate the Property to the County, and the County agrees to accept the donation, subject to and in accordance with the terms and conditions hereinafter set forth.
3. Inspections. The County, at its own expense, shall be given 30 days to complete any necessary studies, title work, surveys, inspections, and/or environmental study, if applicable, (collectively the "Inspections") on the Property to determine if any defects and/or hazardous conditions exist on the Property. County and County's agents, employees, and independent contractors shall have the right to enter upon the Property, subject prior approval by the Donor, which shall not be unreasonably withheld or delayed, for the purpose of conducting such Inspections, provided the Inspections shall not damage the Property, or any adjacent property, or cause injury to any person.

4. Inspection Results. Prior to the closing of the transaction contemplated by this Agreement ("Inspection Period"), the County shall have the right to make such Inspections as the County may desire with respect to the Property.

- a. If the County is satisfied with the results of the Inspections, then Donor shall transfer the Property to the County via warranty deed.
- b. If the County is not satisfied with the results of the Inspections, the County will not be obligated to accept the donation. This can be done with or without cause.
- c. If the County is satisfied with the results of the Inspections and the Donor breaches this Agreement by failing to transfer ownership by the closing date, the Donor shall be held financially responsible for the costs incurred by the County to conduct such Inspections.

5. Severability. If any provision of this Agreement or application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

6. Closing and Other Expenses. The cost of recording, any documentary stamps required to be affixed thereto, and any other normal closing expenses shall be paid by the County. Each party shall pay its own attorneys' fees incurred in connection with the negotiation, preparation, execution and closing of this Agreement and for closing.

7. Proration of Real Property Taxes. Real property taxes shall be prorated based on the current year's tax with due allowance made for the maximum allowable discount and applicable exemptions, if any, allowed for said year. If closing occurs at a date when the current year's millage is not fixed, and the current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes will be prorated based on the prior year's tax. If additional monies are due by either party as a result of such re-proration, such monies shall be promptly paid by the party from whom they are due.

8. Governing Law and Venue. The laws of the State of Florida shall govern the validity of this Contract, its interpretation and performance, and any other claims related thereto. Venue for any legal action brought by any party to this Agreement to interpret, construe, or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida.

9. Force Majeure. Any delay in the performance by either party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, work, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion, or strike.

IN WITNESS WHEREOF, the parties hereto and their authorized representatives have hereunto set their hands and seals on the date of last signature below.

ATTEST:

By: 

Rachel Sadoff, Clerk of the Court

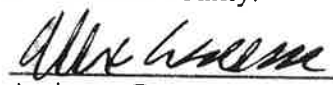
BREVARD COUNTY, FLORIDA

By: 

Rita Pritchett, Chair

Date: Sept. 14, 2021

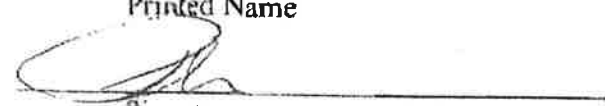
Reviewed for legal form and content
for Brevard County:

 3-1-21
Assistant County Attorney

WITNESSES



Signature

Daniel J Holum
Printed Name


Signature

Penny K Holum
Printed Name

DONOR

By:  2-6-21
Date

Adolph W BLASER
Printed Name

EXHIBIT "A"

W 230 FT OF N 1/4 OF LOT 13 OF PB 1 PG 165 EX N 35 FT & W 25 FT AS DES IN ORB
2251 PG 713

TAX ACCOUNT #: 2941836

PARCEL ID # 29-37-24-00-808