



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.6.

7/11/2023

Subject:

Approval, Re: Contract for Sale and Purchase from Mohamed Abdulla Ali Bamakhrama Alhadhrami for the Parker Street and US Highway 1 Stormwater Conveyance and Storage System - District 1.

Fiscal Impact:

FY: 2022-2023 1111/260010/5610000/517329 Stormwater D-1 - \$25,000.00.

Dept/Office:

Public Works Department / Land Acquisition / Natural Resources Management Department.

Requested Action:

It is requested that the Board of County Commissioners approve and authorize the Chair to: 1) execute the attached Contract for Sale and Purchase, and 2) authorize the Chair to execute all required closing documents related to the contract.

Summary Explanation and Background:

The subject property is located in Section 20, Township 21 South, Range 35 East, south of Parker Street of the west side of US Highway 1 in Titusville.

The parcel being purchased currently provides stormwater conveyance and storage for local roadways and a portion of the rails-to-trails system in Mims. Acquisition of the parcel will allow the County to preserve the current conveyance and storage system and provide the opportunity to add additional water quality treatment and increase infiltration to reduce downstream flows.

The Fair Market Value was established by obtaining an appraisal report from W. H. Benson and Company, dated February 20, 2023, with an assigned value of \$27,400.00.

The parcel owned by Mohamed Abdulla Ali Bamakhrama Alhadhrami is currently listed in the Space Coast Area Multiple Listing Service for \$25,000.00. The owner was provided a copy of the appraisal obtained by the County. He agreed to accept full list price of \$25,000.00 for the parcel.

User Department approves this request.

This acquisition follows the policies and procedures as set forth in Administrative Order 37.

Clerk to the Board Instructions:

Upon execution by the Chair, Public Works Department will contact the Clerk's office to make arrangements to

pick up the original executed Contract for Sale and Purchase.



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

July 12, 2023

M E M O R A N D U M

TO: Marc Bernath, Public Works Director

RE: Item F.6., Contract for Sale and Purchase from Mohamed Abdulla Ali Bamakhrama Alhadhrami for the Parker Street and US Highway 1 Stormwater Conveyance and Storage System

The Board of County Commissioners, in regular session on July 11, 2023, approved and authorized the Chair to execute the Contract for Sale and Purchase from Mohamed Abulla Ali Bamakhrama Alhadhrami for the Parker Street and US Highway 1 Stormwater Conveyance and Storage System; and authorized the Chair to execute all required closing documents related to the Contract. Enclosed is the fully-executed Contract.

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: Contracts Administration
Finance
Budget

CONTRACT FOR SALE AND PURCHASE
Parcel Identification Number 21-35-20-00-260

Seller: Mohamed Abdulla Ali Bamakhrama Alhadhrami
Post Office Box 144353, Abudhabi United Arab Emirates

Buyer: Brevard County, a political subdivision of the State of Florida
2725 Judge Fran Jamieson Way, Viera, Florida 32940

Legal description of property being transferred: See attached Exhibit "A"

Terms: The Seller agrees to sell and the Buyer agrees to purchase the real property described above pursuant to the terms and conditions set forth in this Contract for Sale and Purchase, Exhibit "A", and the Attachment 1 (Standards for Real Estate Transactions).

Purchase price: \$25,000.00.00 (Twenty-Five Thousand Dollars and No/100)

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 July 25, 2023, 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 30 days before closing date, ☐ Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney or ☒ Buyer may, at Buyer's option and 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 or before October 31, 2023, 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 stormwater purposes.
- d. SELLER hereby represents and warrants to BUYER that SELLER has not engaged or dealt with any agent, broker or finder, in regard to this Agreement or to the sale and purchase of the property contemplated hereby. 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 BUYER and agrees to hold BUYER 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 BUYER shall ever suffer or incur because of any claim by any agent, broker or finder engaged by BUYER, 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.

e. Foreign Investment In Real Property Tax Act (FIRPTA): Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act (FIRPTA). Buyer and Seller shall comply with FIRPTA, if applicable, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person," Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting, and withholding requirements pursuant to FIRPTA. If FIRPTA withholding is required, Seller will pay the Buyer's costs related to filing the applicable IRS form and withholding to comply with the Foreign Investment in Real Property Tax Act (FIRPTA).

f. The provisions of this Warranty section shall survive the Closing Date.

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 section 196.295, Florida Statutes.

SELLER hereby agrees to provide the necessary information and execute a beneficial interest and disclosure affidavit as required by section 286.23, Florida Statutes.

Special Clauses: ☐ See attached addendum ☒ NOT APPLICABLE

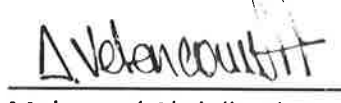
(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed by their duly authorized representatives.

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

 Date 7-11-2023
Rita Pritchett, Chair

SELLER

 Date 05/08/2023
Mohamed Abdulla Ali Bamakhrama Alhadhrami
by Arnoldo Vetencourt, his attorney in fact

Agenda Item # _____
As approved by the Board 7-11-2023

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 obligations under this Contract

B. SURVEY: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same may have the Real Property surveyed and certified by a registered Florida surveyor. If survey shows encroachment on Real Property or that improvements located on Real Property encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulation, the same shall constitute a title defect.

C. 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. Calendar days shall be used in computing time periods. Any time period provided for in this Contract that shall end or occur on a Saturday, Sunday, or a national legal holiday (5 U.S.C. 6103) shall extend to 5:00 pm (where the property is located) of the next business day.

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 re-convey the Property to Seller by special warranty deed and bill of sale. If Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale. The escrow and closing procedure required by this Standard shall be waived if title agent insures adverse matters pursuant to Section 627.7841, F.S. (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.

O. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes shall lie in Brevard County, Florida.

P. FIRPTA Tax WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing, Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(b) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

Reviewed for legal form and content:

CMD (Assistant) County Attorney


 Seller's Initial

EXHIBIT "A"

For a point of reference commence at the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 20, Township 21 South, Range 35 East, said point also being on the centerline of Parker Street; thence South a distance of 25.00 feet to a point on the Southerly right-of-way line of Parker Street, thence North 89 degrees 44' 59" East, along said Southerly right-of-way line a distance of 333.87 feet to the Point of Beginning; thence South 27 degrees 19' 01" East, along the Easterly right-of-way line of the Florida East Coast Railroad, a distance of 351.70 feet to a point on said Easterly right-of-way line; thence North 89 degrees 44' 59" East, a distance of 25.03 feet to a point on a curve, said point also being on the Westerly right-of-way line of U. S. Highway No. 1 said curve being to the right and having a radius of 1960.08 feet and a central angle of 09 degrees 24' 43", thence Northwesterly along the arc of said curve an arc distance of 322.01 feet, said curve having a chord bearing of North 13 degrees 25' 26" West, to the Point at the intersection of the Westerly right-of-way line of U. S. Highway No. 1 and the Southerly right-of-way line of Parker Street; thence South 89 degrees 44' 59" West, along said Southerly right-of-way line, a distance of 86.73 feet to the Point of Beginning.

BOARD OF COUNTY COMMISSIONERS

AGENDA REVIEW SHEET

AGENDA: Contract for Sale and Purchase from Mohamed Abdulla Ali Bamakhrama Alhadhrami for the Parker Street and US Highway 1 Stormwater Conveyance and Storage System

AGENCY: Public Works Department / Land Acquisition

AGENCY CONTACT: Lisa J. Kruse, Land Acquisition Specialist

CONTACT PHONE: 321-350-8353

LAND ACQUISITION
Lucy Hamelers, Supervisor

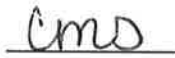
APPROVE



DISAPPROVE DATE

6-5-2023

COUNTY ATTORNEY
Christine Schverak
Assistant County Attorney



6-6-2023

PROPERTY FACT SHEET

PROJECT: Parker Street and US Highway 1 Stormwater Conveyance and Storage System

OWNER: Mohamed Abdulla Ali Bamakhrama Alhadhrami

PARCEL LOCATION: 2232 Highway US 1, Titusville, Florida 32796

PARCEL SIZE: .37 Acres

ZONING/LANDUSE: BU-1 General Retail Commercial

IMPROVEMENTS: None

TOPOGRAPHY: Level

FLOOD ZONE: X

TAX PARCEL ID#: 21-35-20-00-260

ASSESSED VALUE: \$9,750.00 (2022 Assessment - Property Appraiser Records)

PUBLIC UTILITIES: Water and electric available

PROPERTY TRANSACTION: Date: September 18, 2015
(Clerk of the Court Records) Sale amount: \$10,000.00

BENSON APPRAISAL DATE: February 20, 2023
Appraised Value: \$27,400.00

LOCATION MAP

Section 20, Township 21 South, Range 35 East – District 1

PROPERTY LOCATION: South of Parker Street on the west side of US Highway 1 in Titusville.

OWNERS NAME(S): Mohamed Abdulla Ali Bamakhrama Alhadhrami

