



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## New Business - Development and Environmental Services Group

J1

9/17/2019

### Subject:

Approval Re: Contract for Sale and Purchase and Addendum for the Nandivada parcel for the Dredge Spoil Management and Stormwater Retention Pond Project -District 2.

### Fiscal Impact:

FY 2018 - 2019: \$1,032,000.00 - approximately 75% from the Save Our Lagoon Trust Fund, 1260, and approximately 25% from a Florida Inland Navigation District grant.  
FY 2019 - 2020: No impact

### Dept/Office:

Public Works

### Requested Action:

It is requested that the Board of County Commissioners approve and authorize the Chair to execute the Contract for Sale and Purchase and Addendum with Anupama Nandivada.

### Summary Explanation and Background:

The subject parcel is located in Section 24, Township 37, Range 31, off of North Banana River Drive in Merritt Island.

As Brevard County seeks to execute muck removal and navigational dredging projects, the availability of upland processing areas for the treatment of dredge spoils has become a growing concern. These working sites, referred to as temporary spoil management areas or dredged material management areas (DMMA), are upland parcels of land that can be used as needed for the temporary processing of dredge spoils until such time as the materials can be moved offsite to a permanent beneficial use or disposal location.

The parcel under consideration has been identified as a most suitable site as it is located directly adjacent to an existing environmental dredging project area. The close proximity of the dredge area creates an opportunity to reduce cost associated with the dredging process by reducing muck pumping distance, and potentially reducing truck hauling distance. Environmental and engineering aspects for use of the site have been reviewed and are favorable. Upon completion of the dredge activity, this site will be converted to stormwater treatment. The contract for this parcel is contingent upon Brevard County Natural Resources Management Department obtaining a Temporary Use Agreement for dredge materials on the property prior to closing. A public hearing and request for approval by the Brevard County Board of County Commissioners for the Temporary Use Agreement is being presented to the Board by the Natural Resources Management Department on September 17, 2019.

566

Fair market value was established by obtaining two appraisals; Calloway & Price, Inc. report dated August 21, 2018, with a value of \$1,354,000.00 and W.H. Benson & Company report dated October 16, 2019, with a value of \$750,000.00. The average of the two appraisals is \$1,032,000.00.

Pursuant to AO 37. Section III. A. 7, the information related to this acquisition was provided to the members of the Land Acquisition Review Committee. The review committee reviewed the acquisition package consisting of the appraisals, ownership and encumbrance report, location map, and property fact sheet. There were no objections to the acquisition.

Land Acquisition Policies and Procedures require approval and acceptance by the Board of County Commissioners for all contracts.

The Board may either:

1. Accept the contract conditions and authorize staff to proceed with closing on the contract.
2. Reject contract conditions and instruct staff to renegotiate.
3. Reject contract.

### **Clerk to the Board Instructions:**

Return the original executed Contract for Sale and Purchase with Exhibit A and original executed Addendum to Public Works Department.

**BOARD OF COUNTY COMMISSIONERS**

AGENDA: CONTRACT FOR SALE AND PURCHASE AND ADDENDUM FOR  
ANUPAMA NANDIVADA (OWNER) FOR THE DREDGE SPOIL  
MANAGEMENT- RETENTION POND PROJECT - DISTRICT 2

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION /  
NATURAL RESOURCES MANAGEMENT DEPARTMENT

AGENCY CONTACT: LUCY HAMELERS

CONTACT PHONE: 321-690-6847 (58336)

**REVIEW**

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Interim Supervisor	<u></u>	_____	<u>9-6-19</u>
COUNTY ATTORNEY Jad Brewer Assistant County Attorney	<u></u> <i>* legal description not reviewed</i>	_____	<u>9-6-19</u>

AGENDA DUE DATE: September 10, 2019 for September 17, 2019 Board meeting

**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

September 18, 2019

MEMORANDUM

TO: Corrina Gumm, Interim Public Works Director

RE: Item J.1., Contract for Sale and Purchase and Addendum for the Nandivada Parcel for the Dredge Spoil Management and Stormwater Retention Pond Project

The Board of County Commissioners, in regular session on September 17, 2019, approved and authorized the Chair to execute Contract for Sale and Purchase and Addendum with Anupama Nandivada, for the Dredge Spoil Management and Stormwater Retention Pond Project, on property located off of North Banana River Drive, Merritt Island. Enclosed are fully-executed Contract and Addendum.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Rowe*

Tammy Rowe, Deputy Clerk

Encls. (2)

cc: Contracts Administration  
Finance  
Budget

Public Works  
Only Sent  
1 Set of  
ORIGINALS

## CONTRACT FOR SALE AND PURCHASE

**Seller:** Anupama Nandivada

**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:** \$1,032,000.00 (One Million Thirty Two 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 **September 17, 2019**, 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 or before **November 15, 2019** 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 dredge material holding area / stormwater retention area 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.

## 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.**

**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.

Reviewed for legal form and content:

 (Assistant) County Attorney

 Seller's Initial

**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.

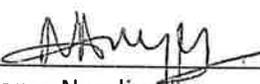
SELLER hereby agrees to provide the necessary information and execute a beneficial interest and disclosure affidavit as required by §286.23, Fla. Stat.

**Special Clauses:**  See attached addendum  NOT APPLICABLE

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

  
Date 9/17/19  
Kristine Isnardi, Chair

SELLER

  
Date 03/26/19  
Anupama Nandivada

Agenda Item # J.1.  
As approved by the Board 9/17/19

  
SCOTT ELLIS, CLERK



Addendum

This addendum is made this 9 day of July, 2019 and amends the CONTRACT FOR SALE AND PURCHASE between **Anupama Nandivada** as Seller, 1751 Admiralty Boulevard, Rockledge, FL 32955 and **Brevard County, Florida** as Buyer, 2725 Judge Fran Jamieson Way, Viera, Florida 32940:

For value received, the parties hereto agree as follows:

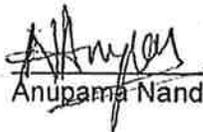
1. Both Buyer and Seller acknowledge that contrary to paragraph "d" of the "warranties" section of the Contract, Seller has retained the services of a Florida Licensed Real Estate Broker. Pursuant to paragraph "d" of the "warranties" section of the Contract, Seller agrees that he is solely responsible for any and all broker/agent commissions and/or fees arising out of or connected with the sale or transfer of the property and that all provisions of paragraph "d" shall remain in full force and effect.
2. Seller is aware, to the best of their knowledge that platted access to the property is provided by CAPTAINS ROW.
3. This contract is contingent upon the Brevard County Natural Resources Management Department obtaining a Temporary Use Agreement for dredge materials on the property prior to closing; and approval by the Brevard County Board of County Commissioners for the Temporary Use Agreement.
4. Seller hereby agrees to and consents to the County's use of the property.
5. All other terms and conditions of the Contract for Sale and Purchase between the parties shall remain in full force and effect.

**BUYER:**

**SELLER:**

BREVARD COUNTY, FLORIDA

  
Kristine Isnardi, Chair  
Brevard County Board of County  
Commissioners

  
Anupama Nandivada

Date: 07/09/19

As Approved by the Board on Sept. 17, 2019  
Agenda Item # J.1.

Reviewed for legal form and content:

 (Assistant) County Attorney

  
Scott Ellis, Clerk

**Exhibit A**

(Legal Description)

That portion of Lot 1, Block A, Glen Haven Subdivision — Sec 1, according to the map or plat thereof, recorded in Plat Book 14, Page 61, Brevard County, Florida, lying within

A PARCEL OF LAND LYING IN SECTIONS 30 AND 31, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTH 114 CORNER OF SECTION 31, THENCE SOUTH 90 DEGREES 00'00" WEST ALONG THE NORTH LINE OF SAID SECTION 31, ALSO BEING THE SOUTH LINE OF GLEN HAVEN SUBDIVISION, A DISTANCE OF 1,129.86 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF NEWFOUND HARBOR;

THENCE CONTINUE SOUTH 90 DEGREES 00'00" WEST ALONG THE EXTENSION OF SAID NORTH LINE OF SECTION 31, A DISTANCE OF 648.55 FEET TO THE BULKHEAD LINE ESTABLISHED FOR THIS AREA,

THENCE SOUTH 11 DEGREES 43'20" EAST ALONG SAID BULKHEAD LINE, A DISTANCE OF 285.54 FEET, TO A POINT 279.59 FEET PERPENDICULAR TO SAID NORTH SECTION LINE, THENCE NORTH 90 DEGREES 00'00" EAST, PARALLEL WITH SAID NORTH SECTION LINE; A DISTANCE OF 736.55 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF NEWFOUND HARBOR; THENCE NORTH 84 DEGREES 37'47" EAST, ALONG THE NORTHERLY LINE OF OFFICIAL RECORDS BOOK 3326, PAGES 1798-1803, A DISTANCE OF 170.51 FEET; THENCE NORTH 89 DEGREES 34'54" EAST, ALONG THE SAID NORTHERLY LINE OF OFFICIAL RECORDS BOOK 3326, PAGES 1798-1803, A DISTANCE OF 1263.69 FEET, TO THE WEST LINE OF OFFICIAL RECORDS BOOK 4639, PAGE 3418; THENCE NORTH 00 DEGREES 05'47" EAST, ALONG SAID WEST LINE, A DISTANCE OF 254.30 FEET, TO THE SAID NORTH LINE OF SECTION 31,

THENCE SOUTH 90 DEGREES 00'00" WEST ALONG THE SAID NORTH LINE OF SECTION 31, A DISTANCE OF 15.30 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK A, GLEN HAVEN SUBDIVISION;

THENCE NORTH 46 DEGREES 41'59" WEST, ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 64.59 FEET;

THENCE NORTH 38 DEGREES 09'00" WEST, ALONG SAID EASTERLY LINE OF LOT 1, A DISTANCE OF 35.11 FEET; THENCE SOUTH 00 DEGREES 00'00" EAST A DISTANCE OF 71.90 FEET, TO THE SAID NORTH LINE OF SECTION 31;

THENCE SOUTH 90 DEGREES 00'00" WEST ALONG THE SAID NORTH LINE OF SECTION 31, A DISTANCE OF 366.00 FEET TO THE POINT OF BEGINNING.

✓

**PROPERTY FACT SHEET**  
**PROJECT: Nandivada Parcel as part of SOIRL**

**OWNER:** Anupama Nandivada

**PARCEL LOCATION:** North Banana River Drive (behind Walmart)

**PARCEL SIZE:** 13.72 +/- acres – whole acquisition

**ZONING/LANDUSE:** 9908 – Vacant Residential Land (multi-family), unplatted

**IMPROVEMENTS:** None – vacant land

**TOPOGRAPHY:** raw land with native vegetation and wetlands

**FLOOD ZONE:** X (outside 500-year flood) and AE (area within 100 Year floodplains)

**TAX PARCEL ID#:** 24-27-31-00-4 and 24-37-30-83-A-1-1.01

**MARKET VALUE:** \$258,260.00 (2018 Assessment; Property Appraiser's Records for 24-27-31-00-4) and \$100.00 (2018 Assessment; Property Appraiser's Records for 24-37-30-83-A-11-1.01)

**PUBLIC UTILITIES:** Utilities available

**PROPERTY TRANSACTION:** Purchase date: November 26, 2012  
(Clerk of the Court Records) Sale amount: \$150,000.00

**CALLAWAY APPRAISAL DATE:** 08/21/2018  
Appraisal Amount: \$1,354,000.00

**BENSON APPRAISAL DATE:** 10/04/2018  
Appraisal Amount: \$710,000.00

**AVERAGE:** \$1,032,000.00

---

---

# LOCATION MAP

---

---

TWP: 24 RNG: 37 SEC: 31 DISTRICT: 2

---

---

**STREET NAME:** North Banana River Drive

---

---

**OWNER'S NAME:** Anupama Nandivada

---

---

