

Meeting Date
July 7, 2015



AGENDA	
Section	Unfinished Business
Item No.	V.B.

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Discussion: Sale of Surplus Real Property by Bidding Process 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 discuss the sale of surplus parcels of property, pursuant to Florida Statute 125.35 (1) (a); determine the responsiveness of the bids and, if an award is made, authorize the Chairman to execute the Contract for Sale.

Summary Explanation & Background:

On January 6, 2015, the Board authorized Central Services to advertise and accept bids for the sale of three surplus parcels of real property by bidding process. A public auction was conducted. The minimum bid, determined by the February 2015 appraisal, was set at \$1,647,000. The two sealed bids received were opened on May 19, 2015.

MLC Melbourne, LLC, bid \$2,325,000. The bid contained a purchase contract addendum which includes a contingency clause that conditions the Buyer's obligation to purchase the property on obtaining all land use change and rezoning approvals, all development approvals from the County and any other state or federal agency, and all required approvals from private interests within one year from the effective date of the purchase agreement. If accepted, the County approvals would have to be completed by June, 2016. Based on discussion among staff, it appears to be very unlikely this deadline could be met even with consultants who are familiar with the County's process.

There are additional problematic contingencies that allow the Buyer to terminate the contract. The Buyer retains sole discretion to determine whether the development, as allowed by the applicable permitting agencies, suits their intended use of the property. Also, should a permitting agency require off-site improvements as a condition of development, such as drainage or access infrastructure, the Buyer can terminate. In the event of termination, the County is obligated to return the deposit. The County can only keep the deposit if the Buyer is in default, which with all the Buyer's contingencies and sole discretion, is unlikely to happen.

Condev Land, LLC, bid \$2,050,000. The Condev Land bid does not include any changes to the County's purchase contract.

Fiscal Impact: Revenue from the sale of the property will be placed into the General Fund, Cost Center 30086 / Fund 0001.

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:

Exhibits Attached: 1) Bids received with corresponding documents 2) Property Appraiser Map

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

County Manager	Assistant County Manager, Frank Abbate	Department Director / Extension
Stockton Whitten	Assistant County Manager, Venetta Valdengo	Teresa Camarata, Central Services Director Extension 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 V.B., Discussion of Sale of Surplus Real Property by Bidding Process

The Board of County Commissioners, in regular session on July 7, 2015, denied consideration of sale of surplus parcels of property, pursuant to Florida Statute 125.35(1)(a).

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge

Tammy Etheridge, Deputy Clerk

cc: Asset Management

PRICE SHEET SALE # 2015-03

\$ 2,325,000.00 **BID AMOUNT**
(Minimum Bid \$1,647,000.00)

MLC MELBOURNE, LLC a Florida limited liability company
Michael W. Hennen, Esq. Authorized Representative
NAME: _____

Print Name & Title
SIGNATURE: Michael W. Hennen, Esq. Authorized Representative (SEAL)

425 W. Colonial Drive, Suite 204
ADDRESS: _____

CITY: Orlando **STATE:** FL **ZIP:** 32804

Hennen Woods, PLLC
Trust IOTA
425 W. Colonial Dr. Ste. 204
Orlando, FL 32804

Seacoast National Bank
Maitland, Florida 32751
63-515/670

3006

05/14/2015

PAY TO THE ORDER OF Brevard County Board of County Commissioners

\$ **23,250.00

Twenty-three thousand two hundred fifty and 00/100 ***** DOLLARS

Brevard County Board of County Commissioners

VOID AFTER 90 DAYS


AUTHORIZED SIGNATURE

MEMO

1% Bid Amount for Sale #2015-03

⑈003006⑈ ⑆067005158⑆ 4437097421⑈

THIS DOCUMENT MUST HAVE A COLORED BACKGROUND, ULTRAVIOLET FIBERS AND AN ARTIFICIAL WATERMARK ON THE BACK - VERIFY FOR AUTHENTICITY.

Hennen Woods, PLLC / Trust IOTA

3006

05/14/2015

Brevard County Board of County Commissioners

1% Bid Amount for Sale #2015-03 (MLC Melbourne, I

23,250.00

IOTA Trust *7421

1% Bid Amount for Sale #2015-03

23,250.00

Details on Back
Security Features Included

Addendum #2

This addendum #2 ("Addendum") is made this _____, 2015 and amends the CONTRACT FOR SALE AND PURCHASE, as amended by that certain Addendum dated as of the date hereof (as amended, "Contract"), between Seller: Brevard County, Florida, 2725 Judge Fran Jamieson Way, Viera, Florida 32940 and Buyer: MLC Melbourne, LLC, a Florida limited liability company whose address is: 425 W. Colonial Drive, Suite 204, Orlando, FL 32804.

For value received, the parties hereto agree as follows:

1. **Definitions:** Unless specifically defined in this Addendum, capitalized terms contained herein shall have the meanings set forth in the Contract.
2. **Addendum Made Part of Contract:** This Addendum shall be a part of the Contract and the term "Contract" shall include this Addendum. To the extent there is a conflict between the terms of the Contract and this Addendum, the terms of this Addendum shall govern.
3. **Closing Date:** The Contract is amended so, that the Closing Date shall occur within 90 days of Approval of Buyer's Intended Use as set forth and pursuant to Paragraph 5 of this Addendum.
4. **Inspections:** The Contract is amended to delete the reference to 30 days and replace it with 90 days, so that Buyer shall have ninety (90) days to complete the initial inspections.
5. **Approval:** Notwithstanding any provision contained in the Contract to the contrary, Buyer's obligation to purchase the property from Seller is contingent upon the final issuance not later than twelve (12) months from the Effective Date (the "Permits, Approvals and Entitlements Deadline") of all land use, construction and other licenses, permits, preliminary subdivision plan approvals, site plan approvals, engineering plan approvals, consents, entitlements, concurrency clearances, comprehensive land use plan and map amendments and zoning, Developments of Regional Impact approvals, development order, subdivision approval and plat, as may be required under applicable county ordinance, and/or Florida statutes and utilities and drainage rights and capacities, required in order to permit Buyer to develop and use fully the property for development of a residential community composed of residential building lots of at least 200 platted lots ("Lots"), together with related amenities and infrastructure improvements, and Buyer intends to construct on each Lot a single family detached home ("Intended Use"); together with from all private parties with rights of consent or approval applicable to the Land, and from all governmental and quasi-governmental boards and agencies with jurisdiction over the Land, including without limitation Brevard County, Florida Department of Environmental Protection, Florida Fish & Wildlife Conservation Commission, U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, St. Johns River Water Management District and Florida Department of Transportation (collectively, the "Permits, Approvals and Entitlements"). Buyer shall have the right to extend the Permits, Approvals and Entitlements Deadline two (2) times by up to three (3) months each (for a total of six (6) months) by delivering written notice of such election to Seller prior to the expiration of the original or extended Permits, Approvals and Entitlements Deadline, so long as Buyer is using reasonable good faith efforts to obtain the

approvals and Buyer has been unable to obtain them by such time. Without limiting the generality of the foregoing, the Permits, Approvals and Entitlements must authorize development sufficient to permit Buyer's Intended Use of the Property as determined in Buyer's sole discretion.

In addition, the Permits, Approvals and Entitlements must not obligate Buyer to construct or install, or contribute to the cost of constructing or installing, any improvements outside the exterior boundaries of the Land as a condition to Buyer's development or use of the Land for the Intended Use. In addition, before the Closing, Buyer must be able to obtain from Brevard County a concurrency verification letter from the applicable governmental or quasi-governmental authorities indicating that there is sufficient off-site infrastructure capacity to permit Buyer to build in accordance with the Permits, Approvals and Entitlements.

Final issuance of the Permits, Approvals and Entitlements shall be deemed to occur only when all of the Permits, Approvals and Entitlements have been issued or granted by the applicable private parties and governmental and quasi-governmental boards and agencies, all appeal periods have expired and any appeals filed have been finally and favorably determined.

If this condition precedent is not satisfied on or before the Permits, Approvals and Entitlements Deadline and/or if the Permits, Approvals and Entitlements are not issued sufficient for Buyer's Intended Use as defined by Buyer in its sole discretion, then Buyer shall be entitled (but Buyer shall not be obligated) to terminate this Contract at any time after expiration of Permits, Approvals and Entitlements Deadline by written notice to Seller and, upon the giving of such notice of termination by Buyer, the Deposit shall be delivered or paid to Buyer and the parties shall be relieved of all further liability under this Contract. If Buyer elects in its sole discretion to waive such condition precedent, then Closing shall occur within fifteen (15) days after Buyer's written notice to Seller of such waiver.

6. Seller consents to Buyer's submission prior to the Closing of all elements of the Intended Use for review by and approval of all governmental agencies having jurisdiction. Seller shall cooperate with and actively support Buyer's efforts to obtain the Permits, Approvals and Entitlements. Such cooperation and support by Seller shall include, without limitation, consent to, execution and submission to governmental agencies of any letters, applications, petitions, requests or other documents reasonably requested by Buyer within five (5) business days after receipt thereof by Seller. Seller shall not be required to incur any expense or liability in connection with such cooperation and support.

7. **Buyer Default:** Notwithstanding anything in the Contract to the contrary, Seller's sole and exclusive rights in the event of a Buyer default shall be to retain the Deposit and liquidated damages. Buyer and Seller have determined and hereby agree that it would be impractical or extremely difficult, if not impossible, to ascertain with any degree of certainty the amount of damages that would be suffered by Seller if Buyer fails to purchase the Property in accordance with the provisions of this Agreement, and the parties agree that a reasonable estimate of such damages under the circumstances is an amount equal to the Deposit. Accordingly, Buyer and Seller agree that if Buyer breaches any of its obligations under this Contract or otherwise defaults hereunder, Seller may retain the Deposit as liquidated damages as its sole remedy hereunder.

CONTRACT FOR SALE AND PURCHASE
ATTACHMENT A

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

Buyer: MLC MELBOURNE, LLC, a Florida limited liability company

Legal description of property being transferred: Parcel I.D. 26-36-02-00-00500.0-0000.00 Tax Account # 2600708
26-36-02-00-00502.0-0000.00 Tax Account # 2600710
26-36-02-00-00006.0-0000.00 Tax Account # 2618239

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: \$2,325,000.00

Deposit: Ten percent of the Buyer's bid shall be paid to an escrow account established and held by the Brevard County Clerk, such deposit to be applied to the purchase price.

Assignment of Lease: None

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 _____, 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.

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.

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. [FDEP will have to approve the survey due to the mean high water lines. This will take additional time.]

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 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, development ability, 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 30 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 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.

Special Clauses: See attached addendum NOT APPLICABLE

Addendum #1 and Addendum #2

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

Date: 5-14-15
MLC Melbourne, LLC

(Buyer) By: Michael W. Hennen, Authorized Representative

As approved by the Board _____

Social Security # or I.D.#: _____

Date: _____

STANDARDS FOR REAL ESTATE TRANSACTIONS

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 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 therefore. If Seller is unable to remove the defects within the times allowed therefore, Buyer shall either waive the defects or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligation under this Contract

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

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

D. 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.

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 by Seller's attorney or by another mutually acceptable escrow agent for a period of not more than 5 days after closing date. If Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, all deposit(s) and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale. If Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale. The escrow and closing procedure required by this Standard shall be waived if title agent insures adverse matters pursuant to Section 627.7841, F.S. (1993), as amended.

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, 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 in substantially the same form as set forth in Section 125.411, Florida Statutes.

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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copy

V.B

Addendum

This addendum is made this July 7, 2015 and amends the CONTRACT FOR SALE AND PURCHASE between Seller: Brevard County, Florida, 2725 Judge Fran Jamieson Way, Viera, Florida 32940 and Buyer: MLC Melbourne, LLC, a Florida limited liability company whose address is: 425 W. Colonial Drive, Suite 204, Orlando, FL 32804.

For value received, the parties hereto agree as follows:

Buyer is responsible for filing and pursuing applications to amend the Comprehensive Future Land Use designation and zoning classification of the subject property in accordance with Sections 62-502 and 62-1151, Code of Ordinances of Brevard County, Florida. Seller shall waive the county filing and processing fees for both applications.

All other terms and conditions of the contract for sale and purchase between the parties shall remain in full force and effect.

This contract is subject to final approval by the Board of County Commissioners, Brevard County, Florida.


SELLER:

BUYER:

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

MLC MELBOURNE, LLC, a Florida
limited liability company

Robin Fisher, CHAIRMAN



Michael W. Hennen, Esq. Authorized
Representative

As approved by the Board: July 7, 2015

Date: 5-14-15

Item #: V.B

ATTEST:

Scott Ellis, Clerk

all my

V.B.

All other terms, and conditions of the contract for sale and purchase between the parties shall remain in full force and effect.

This contract is subject to final approval by the Board of County Commissioners, Brevard County, Florida.

SELLER:

BUYER:

BOARD OF COUNTY COMMISSIONERS

MLC MELBOURNE, LLC, a Florida
limited liability company

BREVARD COUNTY, FLORIDA

Robin Fisher, CHAIRMAN

Michael W. Hennen, Esq. Authorized
Representative

As approved by the Board: July 7, 2015

Date: 5-14-15

Item #: V.B

ATTEST:

Scott Ellis, Clerk



Asset Management
700 S. Park Avenue, Mod 2
Titusville, Florida 32780

BOARD OF COUNTY COMMISSIONERS

EARNEST MONEY RECEIPT

Date 5/19/15

Brevard County Board of County Commissioners, Asset Management department, on the date set forth above, acknowledges receipt of the earnest money in the amount of \$ 23,250.00 in the form of CK# 3006, to be held by Brevard County Board of County Commissioners on behalf of both Seller and Buyer pursuant to the Purchase Agreement described below:

Seller: Brevard County BOCC

Buyer: Hennen Woods, PLLC

Land Sale #: 2015-03

This is for the sale and purchase, contingent on Board Approval, of the Property described in the County Land Sale #2015-03 Bid Package known as:

Parcel 26-36-02-00-00500.0-0000.00 Tax Acct #2600708,

Parcel 26-36-02-00-00502.0-0000.00 Tax Acct #2600710

Parcel 26-36-11-00-00006.0-0000.00 Tax Acct #2618239

By: [Signature] Accountant I 5/19/15 3:08pm

Title Date Time

In the event that your bid is not accepted, this deposit will be promptly returned to you by written check sent by U.S. certified mail to the address provided in the bid package.

Photo copy of check (below)

PRICE SHEET SALE # 2015-03

§ \$2,050,000.00 (two million fifty thousand dollars) **BID AMOUNT**
(Minimum Bid **\$1,647,000.00**)

NAME: Condev Land, LLC / Christopher Gardner, President
Print Name & Title

SIGNATURE: *Christopher J. Gardner*

ADDRESS: 1270 N. Orange Avenue, Suite D

CITY: Winter Park **STATE:** Florida **ZIP:** 32789

Condev Land, LLC
PO Box 1748
Winter Park, FL 32790-1748

CNL Bank
455 S Orange Ave
Orlando, FL 32801
407-244-3100

1021

DATE 5/18/2015

63-1428/631

PAY TO THE
ORDER OF Brevard County Board of County Commission

\$ **20,500.00

Twenty Thousand Five Hundred and 00/100*****DOLLARS

Brevard Cty Board of County Commissioners



⑈001021⑈ ⑆063114289⑆ 3079852⑈

Condev Land, LLC

1021

Brevard County Board of County Commission

5/18/2015

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
5/18/2015	Bill	Brevard Deposit	20,500.00	20,500.00		20,500.00
					Check Amount	20,500.00

Cash, CNL checking

20,500.00

Security features included. Details on back.

May 18, 2015

BCBCC
Asset Management Department
700 S. Park Avenue
Titusville, FL 32780

RE: LAND SALE #2015-03 / BEST USE

To BCBCC,

Condev Land, LLC, as an applicant for Brevard County Land Sale 2015-03, deems the highest and best use for the property to be a single family residential subdivision. As such, if awarded the contract, Condev will be seeking from Brevard County the required land use and zoning approvals via the public hearing process.

We recognize there are no assurances of approval.

Best regards,



Christopher Gardner
President
Condev Land, LLC

Received
MAY 19 2015
Asset Management

May 18, 2015

BCBCC
Asset Management Department
700 S. Park Avenue
Titusville, FL 32780

RE: LAND SALE #2015-03

To BCBCC,

On behalf of Condev, it's my pleasure to submit our bid for County Land Sale #2015-03.

As noted on the Bid Sheet, pages 7 & 8, Condev hereby submits its bid, and confirmed on this company letterhead, in the amount of:

\$2,050,000.00

Two Million Fifty Thousand Dollars and Zero Cents

We look forward to hearing from you.

Best regards,



Christopher Gardner
President
Condev Land, LLC

COUNTY LAND SALE # 2015-03

SECTION III- BID SHEET

Brevard County Board of County Commissioners is accepting bids on the following described property:

SUBJECT: The Subject is comprised of three contiguous parcels. Tax Account #2600708 is the northern parcel and is 40.00 acres in size. Tax Account #2600710 is the middle parcel and is 40 acres in size. Tax Account #2618239 is the southern parcel and is 34.54 acres in size. The Subject's total land area is 114.54 acres, or 4,989,362 square feet. The Subject contains no wetlands so the net and gross site size is the same.

LOCATION: North of Spyglass Hill Road, south of Viera Boulevard, west of U.S Highway 1, and east of Murrell Road at Blue Springs Road in Melbourne, FL 32940.

TAX PARCEL #: 26-36-02-00-00500.0-0000.00 Tax Account # 2600708
26-36-02-00-00502.0-0000.00 Tax Account # 2600710
26-36-02-00-00006.0-0000.00 Tax Account # 2618239

ZONING: GML, Government Managed Lands, by Brevard County. The Subject's zoning could be changed to PUD or most residential designations within the Land Development Code of Brevard County. Given the Subject's available access, it could support up to 200 units which is a density of 1.75 units per acre.

LAND SIZE: +- 114.54 acres

LEGAL DESCRIPTIONS:

North ½ of East ½ of Southwest ¼ of Section 2, Township 26 South, Range 36 East, Brevard County, Florida. (2600708)

South ½ of East ½ of Southwest ¼ of Section 2, Township 26 South, Range 36 East, Brevard County, Florida. (2600710)

Part of Northwest ¼ of Northeast ¼ as described in ORB 3420, PG 620, PAR 253, Brevard County, Florida. (2618239)

SITE DESCRIPTION: Agricultural/Residential Vacant Land

ASSIGNMENT OF LEASE: N/A

Cb
INITIALS



BOARD OF COUNTY COMMISSIONERS

Asset Management
700 S. Park Avenue, Mod 2
Titusville, Florida 32780

EARNEST MONEY RECEIPT

Date 5/19/15

Brevard County Board of County Commissioners, Asset Management department, on the date set forth above, acknowledges receipt of the earnest money in the amount of \$ 20,500.00 in the form of Check # 1021, to be held by Brevard County Board of County Commissioners on behalf of both Seller and Buyer pursuant to the Purchase Agreement described below:

Seller: Brevard County BOCC

Buyer: Condev Land, LLC

Land Sale #: 2015-03

This is for the sale and purchase, contingent on Board Approval, of the Property described in the County Land Sale #2015-03 Bid Package known as:

Parcel 26-36-02-00-00500.0-0000.00 Tax Acct #2600708,

Parcel 26-36-02-00-00502.0-0000.00 Tax Acct #2600710

Parcel 26-36-11-00-00006.0-0000.00 Tax Acct #2618239

By: [Signature] Accountant I 5/19/15 3:05 pm
Title Date Time

In the event that your bid is not accepted, this deposit will be promptly returned to you by written check sent by U.S. certified mail to the address provided in the bid package.

Photo copy of check (below)

North

Tax ID 2600708

Tax ID 2600710

Tax ID 2618231

Spyglass Hill Rd

Murrell Rd

195

