

AS-IS CONTRACT FOR SALE AND PURCHASE

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

Buyer: Bryan R. Miller

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, attached to this contract and incorporated by this reference.

Purchase price: \$1,389.87

Deposit: \$ 138.98 (ten percent of the Buyer's purchase price) shall be paid 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between the parties on or before December 7, 2021, the deposit(s) will, at Seller's option, be returned and this offer withdrawn.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 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 ***within 90 days of the effective date of this contract***, unless modified by other provisions of this Contract. [If applicable, 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 and BUYER each agree, warrant and represent to each other that it has not engaged or dealt with any agent, broker or finder, in connection with the sale and purchase of the property contemplated hereby.

Inspections: (a) BUYER shall have 30 days from Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire;

(b) Buyer shall be responsible for prompt payment for such inspections and repair damage to and restoration of the Property resulting from such inspections and this provision; (c) shall survive termination of this Contract; and (d) if Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may cancel this Contract by delivering facsimile or written notice of such election to Seller prior to the expiration of the Inspection Period. If Buyer timely cancels this Contract, the deposit(s) paid shall be immediately returned to Buyer; thereupon, Buyer and Seller shall be released of all further obligations under this Contract, except as provided in this Paragraph. Unless Buyer exercises the right to cancel granted herein, Buyer accepts the Property in its present physical condition, subject to any violation of governmental, building, environmental, and safety codes, restrictions of requirements and shall be responsible for any and all repairs and improvements required by Buyer's lender.

Special Clauses: Buyer shall purchase the property in AS-IS condition.

BOARD OF COUNTY COMMISSIONERS

BREVARD COUNTY, FLORIDA

As approved by the Board

By:


Kristine Zonka, Chair

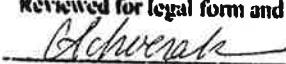
12/07/2021

Date

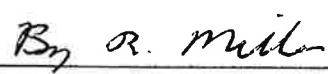
Attest:


Jason Arthur, Chief Deputy

Reviewed for legal form and content:


(Assistant) County Attorney

10 / 27 / 21
Date


Buyer: Bryan R. Miller

M460-076-60-135-0
Driver's License # (Buyer)

STANDARDS FOR REAL ESTATE TRANSACTIONS

- A. EVIDENCE OF TITLE:** (Applicable in the event Buyer opts to obtain a title commitment) At Buyer's sole option and expense, a Buyer may have 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 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. 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, if applicable. 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, and any costs associated with closing, including but not limited to a title search, title insurances, documentary tax stamp, ad valorem taxes, recording fees, and fees for document preparation. (section 2-243(f), Brevard County Code)

B R M

Buyer's Initial.

- F. PRORATIONS; CREDITS:** THERE IS NO TAX PRORATION ON THIS PROPERTY.
- 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 Buyer.
- 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 with a mutually acceptable escrow agent for a period of not more than 5 days after closing date. If Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, all deposit(s) and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and 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. (2015), 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.**

B R M Buyer's Initial.

- 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.
- L. DISCLOSURES:** (a) 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 to Buyer; (b) Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property; (c) Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation; (d) Seller has no knowledge of any repairs or improvements made of the Property without compliance with governmental regulation which have not been disclosed to Buyer (Property is vacant).
- M. PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

Reviewed for legal form and content:

UMD (Assistant) County Attorney

B R M Buyer's Initial

LEGAL DESCRIPTION

PARCEL: 100

PARENT PARCEL: 24-37-18-00-504

SECTION 18, TOWNSHIP 24 S., RANGE 37 E.

PURPOSE: FEE SIMPLE CONVEYANCE

EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 100, FEE SIMPLE CONVEYANCE (BY SURVEYOR)

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA RUN WEST ALONG THE SOUTH LINE OF SECTION 18, 1305.72 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF HOLIDAY COVE UNIT NO. 1 SUBDIVISION AS RECORDED IN PLAT BOOK 17, PAGE 53 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THENCE NORTH 00°00'00" WEST, ALONG SAID WEST LINE A DISTANCE OF 40.00 FEET, TO AN INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF HOLIDAY COVE UNIT NO. 1 SUBDIVISION; THENCE SOUTH 90°00'00" WEST, ALONG SAID WESTERLY EXTENSION OF THE SOUTH LINE, A DISTANCE OF 53.02 FEET, TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE NORTH 00°00'00" WEST, A DISTANCE OF 18.19 FEET, TO AN INTERSECTION WITH THE WEST LINE OF LOT 12, HOLIDAY COVE UNIT NO. 1 SUBDIVISION; THENCE SOUTH 43°01'30" EAST, ALONG SAID WEST LINE, A DISTANCE OF 24.88 FEET, TO AN INTERSECTION WITH THE SOUTH LINE OF HOLIDAY COVE UNIT NO. 1 SUBDIVISION; THENCE SOUTH 90°00'00" WEST, ALONG SAID WESTERLY EXTENSION OF THE SOUTH LINE, A DISTANCE OF 16.98 FEET, TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINING 154.43 SQUARE FEET MORE OR LESS.

SURVEYORS NOTES:

- 1) ALL BEARINGS USED IN THIS DESCRIPTION AND SHOWN ON THIS SKETCH (THIS IS NOT A SURVEY) ARE REFERENCED TO THE SOUTH LINE OF HOLIDAY COVE UNIT NO. 1. THE BEARING BEING S90°00'00"W.
- 2) THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
- 3) ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
- 4) THIS SKETCH MEETS THE STANDARD PRACTICES FOR SURVEYING AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LEGEND

R/W	RIGHT-OF-WAY
NO.	NUMBER
R	RADIUS
L	LENGTH
CH	CHORD DISTANCE
CB	CHORD BEARING
PSM	PROFESSIONAL SURVEYOR AND MAPPER
Δ	DELTA
N	NORTH
S	SOUTH
E	EAST
W	WEST
SQ. FT.	SQUARE FEET
P.B.	PLAT BOOK

DRAWN BY	CHECKED BY	FILE NAME	DATE	SCALE	DRAWING NAME	REVISIONS	DATE	DESCRIPTION	SECTION 18
BMM	DMT	7668	9/7/2021	NONE	7668.DWG	1	9/27/21	REVISED PER COMMENTS	TOWNSHIP 24 SOUTH
						2	10/1/21	REVISED PER COMMENTS	RANGE 37 EAST



Masteller, Moler & Taylor, Inc.

PROFESSIONAL SURVEYORS AND MAPPERS

LAND SURVEYING BUSINESS #4644

1655 27th Street, Suite 2 Vero Beach, Florida 32960

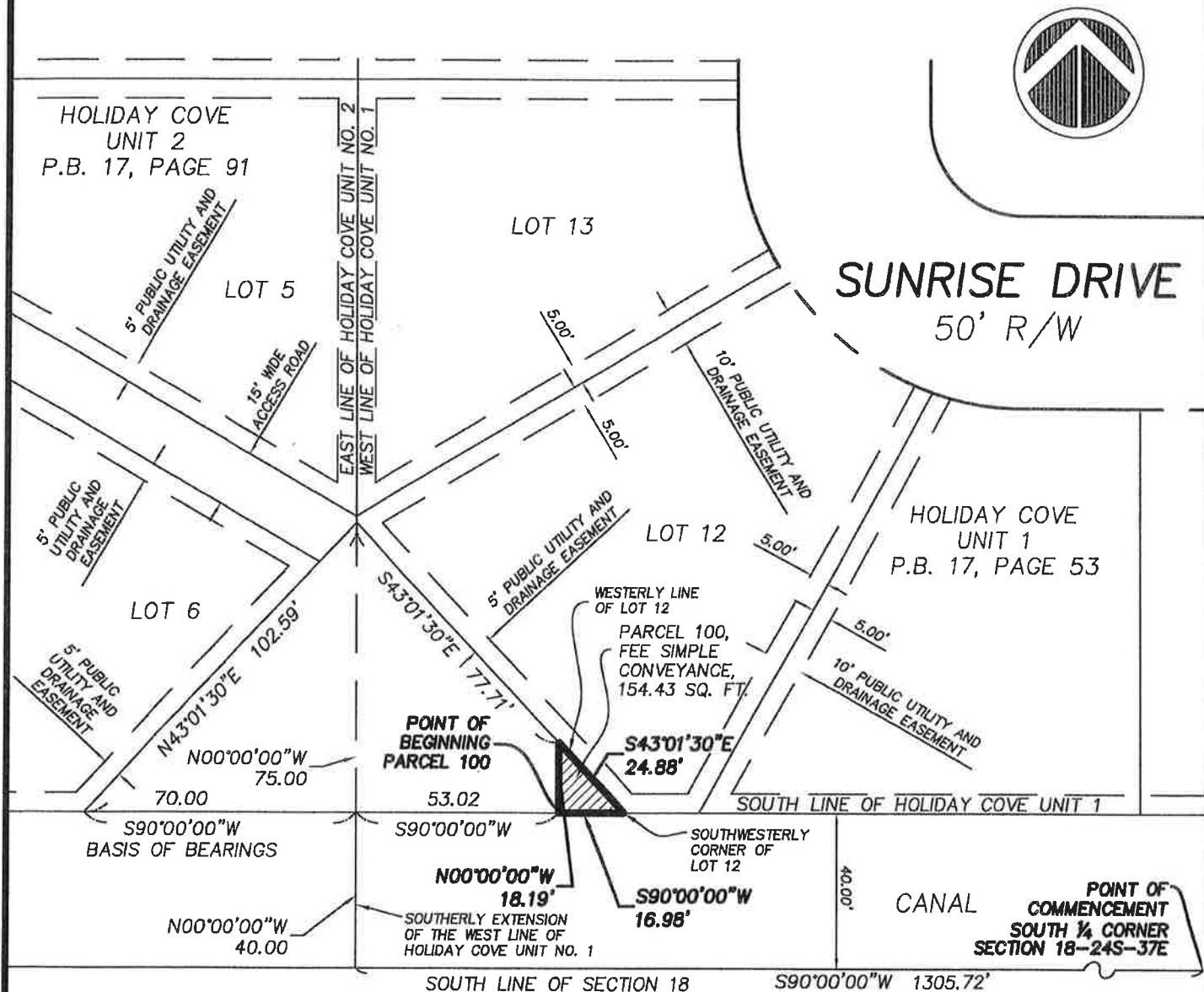
Phone: (772) 564-8050 Fax: (772) 794-0647

NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER.

DAVID TAYLOR P.L.S. 5243

PURPOSE: FEE SIMPLE CONVEYANCE

THIS IS NOT A SURVEY



						REVISIONS	DATE	DESCRIPTION	SECTION 18
DRAWN BY	CHECKED BY	FILE NAME	DATE	SCALE	DRAWING NAME	1	9/27/21	REVISED PER COMMENTS	TOWNSHIP 24 SOUTH
BMM	DMT	7668	9/7/2021	1"=40'	7668.DWG	2	10/1/21	REVISED PER COMMENTS	RANGE 37 EAST



Phone: (772) 564-8050 Fax: (772) 794-0647

DAVID TAYLOR P.L.S. 5243

LOCATION MAP

Section 18, Township 24 South, Range 37 East – District 2

PROPERTY LOCATION: Parcel is southwest of Sunrise Drive in Merritt Island

OWNERS NAME(S): Brevard County

