

Meeting Date
July 25, 2017



AGENDA	
Section	Consent
Item No.	II.C.1

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Sale of Surplus Property by Bidding Process and Authorization for Chairman to Execute All Necessary Documents
DEPT/OFFICE:	Central Services Department /Asset Management

Requested Action:
 It is requested that the Board of County Commissioners approve the public sale of a surplus parcel of property pursuant to Florida Statute 125.35 (1)(a). Additionally, authorization is requested to accept the only bid in the amount of \$7,500.00, received from Phyllis Diane Coffey for Lot 19, Tax ID 2304871, and for the Chairman to execute all necessary documents.

Summary Explanation & Background:

Brevard County Ordinance Section 2-244, Sale or lease of real property or modular structures by a bidding process, provided that when the Board determines it in the best interest of the County to sell real property, it may direct the utilization of the procedures for requiring bids on the property per F.S. § 125.35.

Brevard On January 28, 2014, the Board approved the advertisement and sale of six surplus parcels of real property conveyed to the County by MSBU forfeiture in 1996. The parcels, located on Milton Avenue, Port St. John, were advertised for sale by public auction. The parcels are unimproved, with market values of \$6,000 each, as established for ad valorem purposes by the County Property Appraiser.

A public sealed bid auction was conducted on (4) parcels of property located on Milton Ave in the Port St. John subdivision

Parcel 23-35-15-JY-00226.0-0016.00 Tax ID 2304868
 Parcel 23-35-15-JY-00226.0-0017.00 Tax ID 2304869
 Parcel 23-35-15-JY-00226.0-0018.00 Tax ID 2304870
 Parcel 23-35-15-JY-00226.0-0019.00 Tax ID 2304871

Sale and bid reading was completed 6/5/2017 with only (1) lot receiving bids (23-35-15-JY-00226.0-0019.00 Tax ID 2304871).

The subject parcel consists of 0.28 acres of unimproved property located in the Port St. John subdivision on Milton Avenue, Cocoa, 32927. Sealed bid in the amount of \$7,500.00 was received from Phyllis Diane Coffey for purchase of Lot 19, Parcel ID 23-35-15-JY-00226.0-0019.00, Tax ID 2304871. No other bids were received.

Fiscal Impact:

FY 2017 Revenue from the sale of the property less administrative fees and advertising will be placed into the Affordable Housing Trust Fund, Cost Center 221010 / R30583 and the parcel will be re-inserted onto the tax roll.

Contact: Merrill Vincent, Asset Manager, 264-5326
merrill.vincent@brevardfl.gov
 Teresa Camarata, Central Services Director, 637-5492
Teresa.Camarata@brevardfl.gov

Clerk to the Board instruction:

Exhibits Attached: Contract for Sale and Purchase

Contract /Agreement (If attached): Reviewed by County Attorney	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
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County Manager	Assistant County Manager	Department Director / Extension
Frank Abbate, Interim County Manager	Assistant County Manager	Teresa Camarata, Central Services Director Extension 52543



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

Telephone: (321) 637-2001
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Tammy.Rowe@brevardclerk.us

July 26, 2017

MEMORANDUM

TO: Teresa Camarata, Central Services Director

RE: Item II.C.1., Approval of Only Bid for Public Sale of a Surplus Property on Milton Avenue, Cocoa, in the Amount of \$7,500 from Phyllis Diane Coffey

The Board of County Commissioners, in regular session on July 25, 2017, approved the public sale of surplus property pursuant to Florida Statute 125.35(1)(a); and authorized you to accept the only bid in the amount of \$7,500 received by Phyllis Diane Coffey for Lot 19, Tax ID 2304871; and authorized the Chairman to execute all necessary documents. Enclosed are two fully-executed Contracts.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/kp

Encl. (2)

cc: Asset Management
Finance
Budget

AS-IS CONTRACT FOR SALE AND PURCHASE
ATTACHMENT A

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

Buyer: Phyllis Diane Coffey, 7175 Kimball Ave, Cocoa FL 32927

Legal description of property being transferred: Parcel ID: 23-35-15-JY-00226.0-0019.00, Tax Account: 2304871.

The transfer shall be made pursuant to the following terms and conditions and the Standards for Real Estate Transactions, attached to this contract.

Purchase price: \$7,500.00

Deposit: \$150.00 (one percent of the Buyer's bid, or \$150.00, whichever is greater) 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 09/01/2017, 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 the 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.

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 (b) shall survive termination of this Contract; and (c) 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: See attached addendum NOT APPLICABLE

BOARD OF COUNTY COMMISSIONERS

BREVARD COUNTY, FLORIDA



Curt Smith, Chairman

Date: 6-22-17
Buyer: Phyllis Diane Coffey
Phyllis Coffey

(Buyer Signature)

As approved by the Board 7/25/17

Driver's License or ID#: _____

Date: July 25, 2017

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. 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.
- 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 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 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. (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.

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.

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