



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.13.

7/12/2022

Subject:

Approval, Re: Contract for Sale and Purchase from Sherman R. Tucker and Emily K. Tucker (Parcel 1) and Contract for Sale and Purchase from Jack R. Canniff and Carol C. Meyer (Parcels 2 and 3) as part of the 520 Pluckebaum Connector Project - District 1.

Fiscal Impact:

FY 2021-2022: 111 260010 5610000 517332 - Surface Water CIP - \$112,000.00 - Parcel 1

FY 2021-2022: 111 260010 5610000 517332 - Surface Water CIP - \$151,000.00 - Parcels 2 and 3

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 two Contracts for Sale and Purchase and 2) execute all required closing documents related to the contracts.

Summary Explanation and Background:

The subject properties are located in Section 31, Township 24 South, Range 36 East, east of Range Road between Lake Drive and Highway 520 in Cocoa.

The Board of County Commissioners, in special session on September 21, 2021, executed and adopted Resolution No. 21-122, establishing the final budget for Fiscal Year 2021-2022. The 520 Pluckebaum Connector Project was included in the approved final budget.

Three parcels have been identified as needed for the project.

Parcel 1, owned by Sherman R. and Emily K. Tucker, an appraisal was completed by W. H. Benson and Company dated May 23, 2022, established a fair market value of \$112,000.00.

Parcels 2 and 3, owned by Jack R. Canniff and Carol C. Meyer, an appraisal was completed by W. H. Benson dated May 23, 2022, established a fair market value of \$151,000.00.

The parcels will be utilized in the West Cocoa planned improvements to help with the proposed flooding relief in that area.

The 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 with Sherman R. and Emily K. Tucker and original executed Contract for Sale and Purchase with Jack R. Canniff and Carol C. Meyer.

BOARD OF COUNTY COMMISSIONERS



AGENDA REVIEW SHEET

AGENDA: Approval, Re: Contract for Sale and Purchase from Sherman R. Tucker and Emily K. Tucker (Parcel 1) and Contract for Sale and Purchase from Jack R. Canniff and Carol C. Meyer (Parcels 2 and 3) as part of the 520 Pluckebaum Connector Project – District 1.

AGENCY: Public Works Department / Land Acquisition

AGENCY CONTACT: Lucy Hamelers, Land Acquisition Supervisor

CONTACT PHONE: 321-350-8336

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Supervisor		_____	<u>6-15-2022</u>
COUNTY ATTORNEY Christine Schverak Assistant County Attorney		_____	<u>6-16-2022</u>

RECEIVED

JUN 15 2022

Brevard County Attorney



July 13, 2022

M E M O R A N D U M

TO: Marc Bernath, Public Works Director Attn: Lucy Hamelers

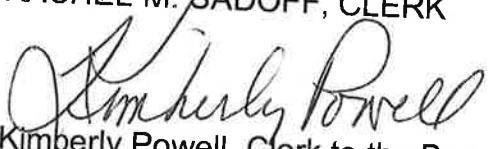
RE: Item F.13., Contract for Sale and Purchase from Sherman R. Tucker and Emily K. Tucker (Parcel1) and Contract for Sale and Purchase from Jack R. Canniff and Carol C. Meyer (Parcels 2 and 3) as part of the 520 Pluckebaum Connector Project

The Board of County Commissioners, in regular session on July 12, 2022, executed and approved Contracts for Sale and Purchase from Sherman R. Tucker and Emily K. Tucker (Parcel 1) and Jack R. Canniff and Carol C. Meyer (Parcels 2 and 3) for part of the 520 Pluckebaum Connector Project: and executed all required closing documents related to the Contracts. Enclosed are two fully-executed Contracts.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

/ns

Encl. (2)

cc: Natural Resources Management
 Finance
 Budget
 Contracts Administration

CONTRACT FOR SALE AND PURCHASE

Seller: Sherman R. Tucker and Emily K. Tucker
104 Riverside Drive, Apartment 305, Cocoa, Florida 32922

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"

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

Purchase price: \$112,000.00 (One Hundred Twelve 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 12, 2022, 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 September 16, 2022, unless modified by other provisions of this Contract.

Warranties: The following warranties are made and shall survive closing.

- SELLER warrants that there are no parties in occupancy other than Seller.
- 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.
- SELLER warrants that he/she has no knowledge of any fact or restriction which would prevent use of the property for stormwater drainage project purposes.
- 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.

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

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

 Date 07/12/2022
Kristine Zonka, Chair

SELLER

 Date 6-6-22
Sherman R. Tucker

Agenda Item # F.13
As approved by the Board 07/12/2022

 Date 6-6-22
Emily K. Tucker

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:

ums (Assistant) County Attorney

SRT. edd Seller's Initial

EXHIBIT "A"

West 165 feet of Northwest $\frac{1}{4}$ of Northeast $\frac{1}{4}$, except Road Right-of-Way, parcel of land lying in Section 31, Township 24 South, Range 36 East, Brevard County, Florida.

PROPERTY FACT SHEET (Parcel 1)

PROJECT: 520 Pluckebaum Connector Project

OWNER: Sherman R. Tucker and Emily K. Tucker

PARCEL LOCATION: South side of Lake Drive east of Range Road in Cocoa

PARCEL SIZE: 4.86 acres

ZONING/LANDUSE: General Use, Res 15 Multifamily & NC Neighborhood Commercial

IMPROVEMENTS: None

TOPOGRAPHY: Wetlands

FLOOD ZONE: X

TAX PARCEL ID#:24-36-31-00-45

ASSESSED VALUE: \$65,610.00 (2021 Assessment - Property Appraiser Records)

PUBLIC UTILITIES: Utilities available

PROPERTY TRANSACTION: Date: June 1, 1977
(Clerk of the Court Records) Sale amount: \$12,500.00

W. H. BENSON & COMPANY APPRAISAL DATE: May 23, 2022
Appraisal Amount: \$112,000.00

CONTRACT FOR SALE AND PURCHASE

Seller: Jack R. Canniff and Carol C. Meyer, Co-Trustees of the Jack R. Canniff and Carol C. Meyer Family Revocable Trust Agreement, dated February 2, 2002, as amended and restated on January 14, 2010 and restated December 11, 2014
Post Office Box 2306, Cortaro, Arizona 85652

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"

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

Purchase price: \$151,000.00 (One Hundred Fifty-One 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 12, 2022, 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 September 15, 2022, unless modified by other provisions of this Contract.

Warranties: The following warranties are made and shall survive closing.

- SELLER warrants that there are no parties in occupancy other than Seller.
- 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.
- SELLER warrants that he/she has no knowledge of any fact or restriction which would prevent use of the property for stormwater drainage project purposes.
- 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.

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

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA


Kristine Zonka, Chair Date 07/12/2022

Agenda Item # F.13
As approved by the Board 07/12/2022

SELLER


Co-Trustee
Jack R. Canniff, as Co-Trustee Date 6/6/22


Co-Trustee
Carol C. Meyer, as Co-Trustee Date 6/6/22

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.
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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:

ums (Assistant) County Attorney

ccm/jrc Seller's Initial

EXHIBIT "A"

Parcel 1:

That certain Tract of land in the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-One (31), Township Twenty-Four (24) South, Range Thirty-Six (36) East, Brevard County, Florida, described as follows:

Begin at the center of the Northeast Quarter of said Section 31; thence go South along the center line of the Northeast Quarter of Section 31 to the North side of the right-of-way of State Road 520; thence go West on the North line of the right-of-way of State Road 520 a distance of 1,000 feet, which is the Point of Beginning of the premises being described: from said Point of Beginning, run West along the North side of the right-of-way of State Road 520, a distance of 341.8 feet, more or less, to the center line of Section 31; thence go North along the center line of Section 31 a distance of 203.45 feet to the center line of the Northeast Quarter of Section 31; thence go East along the center line of the Northeast Quarter of Section 31, 341.8 feet to a point; thence go South on a line parallel with the center line of said Section 31 to the Point of Beginning and being a tract of land extending North a uniform width of 341.8 feet from State Road No. 520 to the North line of the Southwest Quarter of the Northeast Quarter of Section 31.

AND

Parcel 2:

A parcel of land lying in Section 31, Township 24 South, Range 36 East, Brevard County, Florida, being those lands described in Deed Book 431, Page 429 and Deed Book 431, Page 430, and being more particularly described as follows:

Commence at the center of the Northeast $\frac{1}{4}$ of said Section 31, and run S.00°45'47"E., along the East line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, a distance of 219.55 feet to a point on the North right-of-way line of State Road No. 520; thence N.89°51'00"W., along said right-of-way line, a distance of 800.00 feet to the Point of Beginning; thence continue 89°51'00"W., along said right-of-way line, a distance of 200.00 feet; thence N.00°45'47"W., parallel with said East line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ a distance of 207.04 feet to a point on the North line of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; thence N.89°25'59"E., along said North line, a distance of 199.98 feet; thence S.00°45'47"E., parallel with said East line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, a distance of 209.54 feet to the Point of Beginning.

AND

Parcel 3:

A parcel of land lying in Section 31, Township 24 South, Range 36 East, Brevard County, Florida, being those lands described in Deed Book 431, Page 429 and Deed Book 431, Page 430, and being more particularly described as follows:

Commence at the center of the Northeast 1/4 of said Section 31, and run S.00°45'47"E., along the East line of the Southwest 1/4 of the Northeast 1/4, a distance of 219.55 feet to a point on the North right-of-way line of State Road No. 520; thence N.89°51'00"W., along said right-of-way line, a distance of 700.00 feet to the Point of Beginning; thence continue 89°51'00"W., along said right-of-way line, a distance of 100.00 feet; thence N.00°45'47"W., parallel with said East line of the Southwest 1/4 of the Northeast 1/4, a distance of 209.54 feet to a point on the North line of the South 1/2 of the Northeast 1/4; thence N.89°25'59"E., along said North line, a distance of 99.99 feet; thence S.00°45'47"E., parallel with said East line of the Southwest 1/4 of the Northeast 1/4, a distance of 210.79 feet to the Point of Beginning.

All less and except the following described property:

A parcel of land lying in Section 31, Township 24 South, Range 36 East, being the East 75.00 feet, by right angle measure, of those lands as described in Deed Book 431, Page 333, of the Brevard County Public Records, said subject parcel being more fully described as follows:

Commence at the Northeast corner of the Southwest Quarter of the Northeast Quarter of said Section 31 (a.k.a. the center of said Northeast Quarter); thence South 01 degrees 11 minutes 42 seconds East, along the East line of said Southwest Quarter of the Northeast Quarter (a.k.a. the centerline of said Northeast Quarter), a distance of 223.88 feet to a point on the Northerly right-of-way line State Road No. 520, an existing 200.00 foot wide right-of-way per State Road Department Right-of-Way Map Section 7010-203; thence South 89 degrees 35 minutes 06 seconds West, along said Northerly right-of-way line, a distance of 700.00 feet to the Southeast corner of said lands per Deed Book 431, Page 333, and the POINT-OF- BEGINNING of the lands herein described; thence continue South 89 degrees 35 minutes 06 seconds West, along said Northerly right-of-way line, a distance of 75.00 feet to a point 75.00 feet Westerly, by right angle measure, of the East line of said lands per Deed Book 431, Page 333, thence departing said Northerly right-of-way line, North 01 degrees 04 minutes 27 seconds West, parallel with the West line of said Southwest Quarter of the Northeast Quarter (also known as the centerline of said Section 31), a distance of 215.39 feet to a point on the North line of said Southwest Quarter of the Northeast Quarter (also known as the centerline of said Northeast Quarter); thence North 88 degrees 57 minutes 28 seconds East, along said North line of the Southwest Quarter of the Northeast Quarter (also known as the centerline of said Northeast Quarter), a distance of 75.00 feet to the Northeast corner of said lands per Deed Book 431, Page 333, thence South 01 degrees 04 minutes 27 seconds East, along said East line of Deed Book 431, Page 333, a distance of 215.21 feet to the POINT OF BEGINNING.

PROPERTY FACT SHEET (Parcels 2 and 3)

PROJECT: 520 Pluckebaum Connector Project

OWNER: Jack R. Canniff and Carol C. Meyer, Co-Trustees

PARCEL LOCATION: North side of Highway 520 east of Range Road in Cocoa

PARCEL SIZE: 2.67 acres - total

ZONING/LANDUSE: BU2 – Retail, Warehousing and Wholesale Commercial – Community Commercial

IMPROVEMENTS: None

TOPOGRAPHY: Wetlands

FLOOD ZONE: X

TAX PARCEL ID#: 24-36-31-00-46 (West Parcel) and 24-36-31-00-47 (East Parcel)

ASSESSED VALUE: \$800.00 - West Parcel; \$540 - East Parcel (2021 Assessment - Property Appraiser Records)

PUBLIC UTILITIES: Utilities available

PROPERTY TRANSACTION: West Parcel - Date: January 30, 1987, Sale amount \$65,000.00; East Parcel – Date September 13, 1986, Sale amount \$45,000.00 (Clerk of the Court Records)

W. H. BENSON & COMPANY APPRAISAL DATE: May 23, 2022
Appraisal Amount: \$151,000.00 -

BREVARD County

BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

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



September 22, 2021

MEMORANDUM

TO: Jill Hayes, Budget Office Director

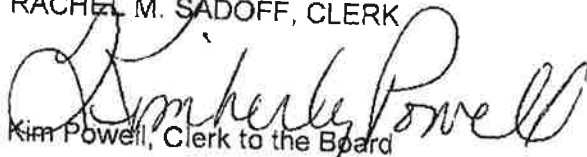
RE: Item D.4., Discussion and Adoption of the County's Final Budget Resolution for Fiscal Year 2021-2022

The Board of County Commissioners, in special session on September 21, 2021, executed and adopted Resolution No. 21-122, establishing the final budget for Fiscal Year 2021-2022. Enclosed is a certified copy of the Resolution.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kim Powell, Clerk to the Board

/sm

Encl. (1)

cc: Finance

RESOLUTION NO. 21- 122

A RESOLUTION TO ADOPT A FINAL BUDGET PURSUANT TO CHAPTER 200, FLORIDA STATUTES, AUTHORIZING THE BOARD OF COUNTY COMMISSIONERS TO ADOPT THE FINAL OPERATING AND CAPITAL BUDGET FOR FISCAL YEAR 2021-2022 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 200.065, Florida Statutes, as amended, requires that the Board of County Commissioners of Brevard County, Florida, adopt a resolution establishing a budget for the ensuing fiscal year; and

WHEREAS, the Board of County Commissioners of Brevard County, Florida, advertised its intent to adopt an annual budget;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that:

1. This Resolution is hereby adopted under the provisions of Section 200.065, Florida Statutes, as amended.
2. The Board of County Commissioners, Brevard County, Florida, as taxing and governing authority, does hereby adopt an operating and capital budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022 in the amount of \$1,651,123,043.
3. A certified copy of this Resolution shall be filed with the Property Appraiser and the Tax Collector of Brevard County, Florida, and the Department of Revenue of the State of Florida.


4. This Resolution shall take effect immediately upon its adoption.

DONE, ORDERED AND ADOPTED, THIS 21st DAY OF SEPTEMBER, A.D., 2021.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA


Rachel Sadoff, Clerk

By: 
Rita Pritchett, Chair

As approved by the Board on September 21, 2021.

LOCATION MAP

Section 31, Township 24 South, Range 36 East - District: 1

PROPERTY LOCATION: East of Range Road between Lake Drive and Highway 520 in Cocoa.

OWNERS NAME(S): Sherman R. Tucker and Emily K. Tucker (Parcel 1)
Jack R. Canniff and Carol C. Meyer (Parcels 2 and 3)

