



**AGENDA REPORT  
May 22, 2018**

**Approval Re: Contract for Sale and Purchase between Brevard County and The American National Red Cross regarding Emergency Operations Center Access and Expansion - District 2. (Fiscal impact: \$2,500.00 plus closing costs)**



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**SUBJECT:**

Approval Re: Contract for Sale and Purchase between Brevard County and The American National Red Cross regarding Emergency Operations Center Access and Expansion - District 2.

**FISCAL IMPACT:**

Fiscal impact: FY 2017-2018: \$2,500.00 plus closing costs  
**FY 2018-2019: No impact**

**DEPT/OFFICE:**

Public Works

**REQUESTED ACTION:**

It is requested that the Board of County Commissioners approve and authorize the Chair to execute the Contract for Sale and Purchase for property from The American National Red Cross.

**SUMMARY EXPLANATION and BACKGROUND:**

The subject property is located in Section 09, Township 25 South, Range 36 East.

On December 6, 2016, the Brevard County Board of County Commissioners entered into a lease agreement with the Brevard County School Board for 4.93 Acres of land located on Huntington Lane in Rockledge. This property will be utilized for construction of a new

11.A.10.

## Emergency Operations Center. (EOC)

The current EOC is located adjacent to, and southwest of, the proposed site. In order to effectively and efficiently utilize the existing facility in conjunction with the new proposed facility, it would be very advantageous to acquire permanent access to the Huntington Road site across a portion of property on Cedar Lane owned by The American National Red Cross. This purchase will provide ready access (for vehicle and personnel movement) as well as drainage, utilities, communications access etc. between the existing and new sites. This important access will be provided by this acquisition of the Red Cross parcel. This acquisition will greatly enhance the efficient use and operation of Emergency Management operations at these facilities moving forward.

Contact and negotiation by staff with The American National Red Cross have resulted in the County proposing to purchase a corner of The American National Red Cross property to access the new EOC site.

The property value of the "access" parcel was determined by staff utilizing the Brevard County Property Appraisers assessed value and has resulted in a purchase amount of \$2,500.00. The American National Red Cross has approved and executed the Contract for Sale and Purchase.

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

### **CLERK TO THE BOARD INSTRUCTIONS:**

Return original executed Contract for Sale and Purchase to the Department.

### **ATTACHMENTS:**

#### **Description**

- ▢ **EOC- Red Cross CAO Contract Review**
- ▢ **EOC-Red Cross Property Fact Sheet**
- ▢ **EOC-Red Cross Location Map**

**BOARD OF COUNTY COMMISSIONERS**

AGENDA: CONTRACT FOR SALE AND PURCHASE BY AND BETWEEN BREVARD COUNTY, FLORIDA AND THE AMERICAN NATIONAL RED CROSS FOR THE EXPANSION AND ACCESS TO THE PROPOSED EMERGENCY OPERATIONS CENTER - DISTRICT 2

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION

AGENCY CONTACT: BLAISE M. MANCINI, LAND ACQUISITION SPECIALIST

CONTACT PHONE: 321-690-6847 (52886)

REVIEW

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Daniel P. Jones, Supervisor	<u>DPJ</u>	_____	<u>5/2/18</u>
COUNTY ATTORNEY Eden Bentley	<u>EB</u>	_____	<u>5/3/18</u>

AGENDA DUE DATE: April 24, 2018 for the May 22, 2018 Board Meeting

IF ANY REVIEWING OFFICE HAS QUESTIONS OR CONCERNS REGARDING THIS PACKAGE, PLEASE ADVISE AGENCY CONTACT IMMEDIATELY.

**PLEASE CALL DEBBIE CRUZ AT 690-6847 (5-6847) WHEN READY TO BE PICKED UP.**

**THANK YOU.**



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

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

May 23, 2018

**MEMORANDUM**

**TO:** Andy Holmes, Public Works Director

**RE:** Item II.A.10., Contract for Sale and Purchase with The American National Red Cross for Emergency Operations Center Access and Expansion

The Board of County Commissioners, in regular session on May 22, 2018, executed and approved the Contract for Sale and Purchase with The American National Red Cross for property located in Section 09, Township 25 South, Range 36 East, and for the Emergency Operations Center access and expansion. Enclosed is the fully-executed Contract for your action.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Rowe*

Tammy Rowe, Deputy Clerk

/ds

Encl. (1)

cc: Emergency Management Director  
Contracts Administration  
Asset Management  
Finance  
Budget

CONTRACT FOR SALE AND PURCHASE

Seller: The American National Red Cross, a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate and politic under the laws of the United States 36 U.S.C. §§ 300101-300111 (2007) 9450 SW Gemini Drive, #75048, Beaverton, OR 97008-7105

Buyer: Board of County Commissioners, Brevard County, Florida 2725 Judge Fran Jamieson Way, Viera, Rm. A-204, Florida 32940

Legal description of property being transferred: See attached Exhibit "A"

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

Purchase price: \$2,500.00 (twenty-five hundred dollars)

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 on or before May 22, 2018, 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 [X] Buyer shall at Buyer's expense obtain [X] a title search and/or [X] 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 June 22, 2018, unless modified by other provisions of this Contract.

Warranties: The following warranties are made and shall survive closing. a. SELLER warrants that there are no parties in occupancy other than Seller. b. SELLER warrants that, to its knowledge, without duty to investigate, there is no hazardous waste or other environmental contamination located in or upon the property being acquired by the County. c. SELLER warrants that he/she has no knowledge of any fact or restriction which would prevent use of the property for purposes that are not disclosed in Buyer's title search. d. SELLER hereby represents and warrants to COUNTY that SELLER has not engaged or dealt with any agent, broker or finder, in regard to this Agreement or to the sale and purchase of the property contemplated hereby.

SELLER hereby acknowledges and covenants that SELLER is solely responsible for any and all commissions due arising out of or connected within the sale or transfer of the property to the extent SELLER engaged a broker with respect to the sale 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, 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, at BUYER's sole cost and expense. In the event a Phase I environmental assessment meeting ASTM standards is prepared and environmental issues objectionable to BUYER are detected, SELLER shall have the option to 1) take all steps necessary to remove BUYER'S objections prior to the expiration of the 60 day inspection period, if possible, or advise BUYER that it elects not to cure such objections, in which case BUYER may terminate this Contract and receive back its Deposit, 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 Contract may be terminated by BUYER. BUYER may not conduct any invasive or subsurface investigations or assessments on the property, including without limitation, a Phase II assessment, without the written consent of SELLER, which may be withheld, conditioned or delayed in SELLER's sole discretion. Likewise, if SELLER consents to BUYER conducting a Phase II assessment or other invasive investigations of the property, and 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 and SELLER is not obligated to undertake any activity at BUYER's request. SELLER shall allow the BUYER or its agent's reasonable right of entry upon the property for inspection purposes, provided however, that BUYER shall, to the extent permitted by law, indemnify and hold harmless SELLER from any and all legal liability arising in connection with BUYER's and its agents and employees' access and entry upon SELLER's property. Nothing herein shall be considered a waiver of the County's sovereign immunity pursuant to Section 768.28, Florida Statutes, or the damage limits set forth therein. 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 the Deposit, 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 [X] 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 hereby agrees to provide the necessary information and execute a beneficial interest and disclosure affidavit as required by §286.23, Fla. Stat.

Special Clauses: [ ] See attached addendum [X] NOT APPLICABLE

BOARD OF COUNTY COMMISSIONERS BREVARD COUNTY, FLORIDA

Rita Pritchett, Chair

Joseph D. Ward, Executive Director, Real Estate

Date 4/26/2018

Date: May 22, 2018 Agenda Item # II.A.10

### 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 Seller agrees to discharge 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 elect 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 may, in its sole discretion, 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. If Seller is unable or unwilling 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 delivering 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 makes no warranties or representations with respect to ingress and egress to the Real Property. Buyer acknowledges that it must rely upon its survey and due diligence with respect to the same.

**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, construction lien affidavit (if applicable), owner's possession affidavit, and any corrective instruments. Buyer shall furnish closing statement.

**G. EXPENSES:** Unless Seller is exempt therefrom, 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.

**H. PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Buyer shall procure separate insurance at closing covering the property. 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.

**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.

**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 vacate the Real Property and reconvey the Property to Seller by special warranty deed. 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 special warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of Seller. Personal Property shall, at request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

**M. OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

**N. WARRANTY:** Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed.

Reviewed for legal form and content: \_\_\_\_\_ (Assistant) County Attorney

PROPERTY FACT SHEET

PROJECT: EMERGENCY OPERATIONS CENTER ACCESS

Owners:	The American National Red Cross
Closing Date:	June 8, 2018
Parcel location:	1700 Cedar Street, Rockledge
Tax Parcel ID#:	25-36-09-00-292
Parent Parcel Size:	2.06
To be acquired:	.06+ Acres
Zoning/ Land Use:	Professional Office Complex
Improvements:	Office Building
Topography:	Level with Road Grade
Flood Zone:	X
Current Assessed Value:	2017-867,000.00
Utilities Available:	Water, Sewer, Electric
Property Transaction: (Clerk of Court Records) Official Records Book and Page	Purchase date: 04/15/2005 Sale amount: 515,000.00 5456/9000

