



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.16.

5/4/2021

Subject:

Request Approval to Accept the High Bid for Private Sale of Surplus Property 2021-2004345 and Authorization for Chair to Execute All Necessary Documents (District 1)

Fiscal Impact:

High Bid of \$10,000.00

Revenue from the sale of the parcel shall be returned to General Fund less postage and administration fees. The parcel will be re-inserted on the tax rolls.

Dept/Office:

Central Services / Asset Management

Requested Action:

It is requested that the Board of County Commissioners:

- Approve the sale of a surplus parcel 20G-34-41-16-70-16 Tax ID 2004345 located on Travis Street, Mims (District 1) pursuant to Florida Statute 125.35 (1)(a) by accepting the high bid received in the amount of \$10,000.00 received from Bradley W. Hobbs; and
- Authorize the BoCC Chair to execute all contracts and contract related documents.

Summary Explanation and Background:

On Tuesday February 23, 2021 the Board authorized the sale of surplus property, Parcel ID 20G-34-41-16-70-16 / Tax ID 2004345 via private sale process, Sec. 2-243, Code of Ordinances of Brevard County. The parcel is +/- .16 of an acre of vacant land located in Unincorporated Brevard County (District 1) on Travis Street in Mims, and is currently assessed by the Brevard County Property Appraisers Office for \$5,350.00. The County acquired the parcel in November 2006 via tax escheatment.

Brevard County Ordinance Section 2-243, Sale of real property by a private process, provides that when the Board determines it is in the best interest of the County to sell real property, it may direct the utilization of the procedures for notifying adjacent owners via certified U.S. Mail with return receipt of the County's intent to effect a sale on the property per F.S. §125.35. Upon receipt and of bid(s), the highest bid will be brought back to the Board for authorization to sell the parcel, or reject all offers.

Asset Management mailed certified return receipt notices of the County's intent to effect a sale on the parcel to both adjacent property owners allowing ten days to respond in writing of their intent to bid on the purchase the parcel. One adjacent owner, Bradley W. Hobbs responded with his intent to purchase the parcel and provided a bid in the amount of \$10,000.00 and the required bid deposit in the amount of \$1,000.00.

It is requested that the Board accept the high bid of \$10,000.00 received from adjacent owner Bradley W. Hobbs, thus authorizing the sale of this property and authorize the Chair to execute the contract and contract related documents; As-Is Contract for Sale and Purchase has been reviewed and signed by the County Attorney's Office.

Clerk to the Board Instructions:

Upon execution and attestation, please return to Asset Management with a copy to Finance, Budget, and Central Services.



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

May 5, 2021

M E M O R A N D U M

TO: Steven Darling, Central Services Director

RE: Item F.16., Request Approval to Accept the High Bid for Private Sale of Surplus Property 2021-2004345 and Authorization for Chair to Execute All Necessary Documents

The Board of County Commissioners, in regular session on May 4, 2021, approved the sale of a surplus parcel 20G-34-41-16-70-16 Tax ID 2004345, located on Travis Street, Mims, pursuant to Florida Statute 125.35 (1)(a) by accepting the high bid received in the amount of \$10,000 from Bradley W. Hobbs; and authorized the Chair to execute all contracts and contract-related documents. Enclosed is a fully-executed and one certified copy of the Contract.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

A handwritten signature in cursive script, reading "Kimberly Powell".

Kimberly Powell, Clerk to the Board

/sm

Encls. (2)

cc: County Manager
County Attorney
Finance
Budget
Asset Management

Prepared by and return to:
Office of the County Attorney
2725 Judge Fran Jamieson Way, Building C
Viera, Florida 32940

COUNTY DEED
(STATUTORY FORM - SECTION 125.411, Florida Statute)

THIS DEED, made this ____ day of _____, 2021, between Brevard County, Florida, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, the first party, and the Mr. Bradley W. Hobbs, whose address is 6016 Travis Street, Mims, Florida 32754, the second party,

(Whenever used herein the terms "first party" and "second party" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "First Party" and "Second Party" are used for singular and plural, as the context requires and the use of any gender shall include all genders)

WITNESSETH that the first party, for and in consideration of the sum of Ten Dollars, to it in hand paid by the second party, receipt whereof is hereby acknowledged, has granted, bargained and sold to the second party, its successors and assigns forever, any interest it holds in the following described land lying and being in Brevard County, Florida, to wit:

See Exhibit "A" attached and incorporated by this reference, together with all riparian and littoral rights appertaining thereto, and all interests in subsurface oil, gas, and minerals pursuant to section 270.11(3), Florida Statute.

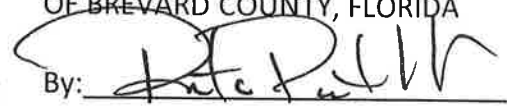
Property Appraiser's Parcel Identification Number: 20G-34-41-16-70-16

IN WITNESS WHEREOF the said first party has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said board, the day and year aforesaid.

ATTEST:


Rachel Saffoff, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 

Rita Pritchett, Chair

(As approved by the Board 05/04/2021)

Exhibit A

TWP-20G RG-34 SC-41 SB-16 BLK-70 LOT-16
SCOTTSMOOR RESUBD
SUBDIVISION OF FARMS 44, 45 AND 46
NORTH EXTENSION OF
SCOTTSMOOR, BREVARD COUNTY, FLORIDA
LOT 16 BLOCK 70
AS RECORDED IN THE OFFICIAL RECORDS OF
BREVARD COUNTY, FLORIDA AT
PLAT BOOK 4 PAGE 08

AS-IS CONTRACT FOR SALE AND PURCHASE

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

Buyer: Bradley W. Hobbs

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: \$10,000.00

Deposit: \$ 1,000.00 (ten percent of the Buyer's bid) shall be paid to an escrow account established and held by the Brevard County Clerk, such deposit to be applied to the purchase price.

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 May 18, 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 05/04/2021



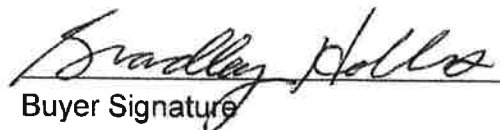
Chair - Rita Pritchett

3-29-2021

Date

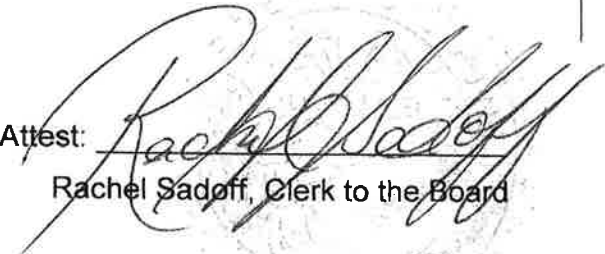
May 4, 2021

Date



Buyer Signature

Attest:



Rachel Sadoff, Clerk to the Board

H120-079-78-031-0
Driver's License # (Buyer)

**BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA**

I HEREBY CERTIFY that the foregoing is a true copy of the original filed in this office and may contain redactions as required by law.

RACHEL M. SADOFF, Clerk to the Board

Date 5/4/21 By Deborah
Deputy Clerk

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.

 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.



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:

ems (Assistant) County Attorney



Buyer's Initial

Exhibit A

TWP-20G RG-34 SC-41 SB-16 BLK-70 LOT-16
SCOTTSMOOR RESUBD
SUBDIVISION OF FARMS 44, 45 AND 46
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PAO Tax ID 2004345

Parcel ID 20G34-41-16-70-16



Account: 2004345 Parcel ID: 20G-34-41-16-70-16
Sale: N/A
BCPAO Market Value: \$5,350
Owners: BREVARD COUNTY
Address: Not Assigned

PA

BID SHEET
COUNTY LAND SALE 2021-2004345
TAX ID: 2004345

Travis Street, Mims Florida
TWP-20G RG-34 SC-41 SB-16 BLK-70 LOT-16
SCOTTSMOOR RESUBD
LOT 16 BLOCK 70
PLAT BOOK 4 PAGE 08

BID AMOUNT \$ 10,000.00

NAME Bradley W. Hobbs
Print Name and Title

SIGNATURE Brad Hobbs

ADDRESS 6016 Travis St.

CITY Mims

STATE Fl. ZIP CODE 32754

PHONE [REDACTED] [REDACTED] /