

**BREVARD COUNTY BOARD OF
COUNTY COMMISSIONERS**

**COUNTY LAND SALE # 2015-03
VACANT PROPERTY**

**Parcels: 26-36-02-00-00500.0-0000.00 (+- 40 acres)
26-36-02-00-00502.0-0000.00 (+- 40 acres)
26-36-11-00-00006.0-0000.00 (+- 34.54 acres)**

**North of Spyglass Hill Road, south of Viera
Boulevard, west of U.S Highway 1, and east of Murrell
Road at Blue Springs Road in Melbourne, FL 32940**

+ - 114.54 total acres

COUNTY LAND SALE # 2015-03

TAX I.D. Numbers

2600708

2600710

2618239

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COUNTY LAND SALE # 2015-03

SECTION 1 – INTRODUCTION

PURPOSE

The Brevard County Board of County Commissioners is accepting bids on the following described property:

SUBJECT: The Subject is comprised of three contiguous parcels. Tax Account #2600708 is the northern parcel and is 40.00 acres in size. Tax Account #2600710 is the middle parcel and is 40 acres in size. Tax Account #2618239 is the southern parcel and is 34.54 acres in size. The Subject's total land area is 114.54 acres, or 4,989,362 square feet. The Subject contains no wetlands so the net and gross site size is the same.

LOCATION: North of Spyglass Hill Road, south of Viera Boulevard, west of U.S Highway 1, and east of Murrell Road at Blue Springs Road in Melbourne, FL 32940.

PARCEL ID #s: 26-36-02-00-00500.0-0000.00 Tax Account # 2600708
26-36-02-00-00502.0-0000.00 Tax Account # 2600710
26-36-02-00-00006.0-0000.00 Tax Account # 2618239

ZONING: GML, Government Managed Lands, by Brevard County. The Subject's zoning could be changed to PUD or most residential designations within the Land Development Code of Brevard County. Given the Subject's available access, it could support up to 200 units which is a density of 1.75 units per acre.

LAND SIZE: +- 114.54 acres

LAND USE PLAN: PUB, Public Area, by Brevard County. This designation would need to be changed by the Purchaser. Seller makes no representations as to the outcome of applications for land use change or rezoning.

LEGAL DESCRIPTIONS

North ½ of East ½ of Southwest ¼ of Section 2, Township 26 South, Range 36 East, Brevard County, Florida.

South ½ of East ½ of Southwest ¼ of Section 2, Township 26 South, Range 36 East, Brevard County, Florida.

Part of Northwest ¼ of Northeast ¼ as described in ORB 3420, PG 620, PAR 253, Brevard County, Florida.

BID DUE DATE

The bid must be received no later than 3:00 p.m. on **Tuesday, May 19, 2015**
Sealed bids must be clearly marked as follows:

COUNTY LAND SALE # 2015-03

Bids must be returned to:

**Brevard County Board of County Commissioners
Asset Management Department
700 South Park Ave., Modular Bldg. 2
Titusville, Florida 32780**

The names of the bidders and amounts bid will be read aloud at this time.

NOTE* Please ensure that if you use a third party carrier (Federal Express, UPS, USPS, etc.) that they are properly instructed to deliver your proposal only to Brevard County Asset Management at the above address. To be considered, a **bid must be accepted in Asset Management by the BID closing date and time**. If the bid is delivered anywhere else, it may or may not reach Asset Management in time.

QUESTIONS CONCERNING BID

Questions concerning the property or any portion of this BID DOCUMENT shall be directed to Shannon Maginnis, Asset Manager, at 321-264-5326.

COUNTY LAND SALE # 2015-03

SECTION II- CONDITIONS OF SALE

I. BIDS

A. Sealed bids will be received by Brevard County, Board of County Commissioners, Asset Management Department, 700 South Park Avenue, Modular Building 2, Titusville, Florida 32780, until 3:00 p.m. on the date of closing on the bid format. Bids received after this time will not be considered, regardless of the reason for delay.

B. Bids may be mailed or otherwise delivered to Brevard County Board of County Commissioners, Asset Management Department, 700 South Park Avenue, Modular Bldg. 2, Titusville, Florida 32780. All bids should be in a sealed envelope, marked "**COUNTY LAND SALE # 2015-03**"

C. All bids shall be sealed and must contain one percent or \$150.00 whichever amount is greater, as an earnest money deposit.

II. GENERAL INFORMATION

A. Insert in "BID PRICE" blank the total amount you agree to pay for the land. Entries must be typed or clearly printed in ink. Questionable entries will be rejected.

B. Bids by corporations must be executed in the corporate name by the president or vice president with the corporate seal affixed thereto and attested by the secretary or assistant secretary. The corporate address and state of incorporation must be shown below the signature. Bids by partnerships must be executed in the partnership name by a fully authorized General partner. The title of the person executing the bid and the official address of the partnership must be shown below the signature.

C. The property will be sold on an "AS-IS" basis. The Subject is comprised of three contiguous parcels. Tax Account #2600708 is the northern parcel and is 40.00 acres in size. Tax Account #2600710 is the middle parcel and is 40 acres in size. Tax Account #2618239 is the southern parcel and is 34.54 acres in size. The Subject's total land area is 114.54 acres, or 4,989,362 square feet. The Subject contains no wetlands so the net and gross site size is the same.

D. Brevard County reserves the right to reject any and all bids.

III. ACCEPTANCE & CLOSING

Terms of sale will be CERTIFIED CHECK or WIRE TRANSFER ONLY. Successful bidders will have ten (10) working days after receipt of notification of Board approval to pay a 10% down payment and execute the contract for sale and purchase, a copy of which is included in the is bid package as Attachment

“A”. Closing shall occur within ninety (90) days from the effective date of the contract.

IV. TIE BIDS

Ties will be broken by the date and order the bids are received. The Bid will be assigned a bidder number when it is submitted. Ties will be broken by the date the bid is received. If tie bids are submitted on same date, tie will be broken by the lowest bidder number.

V. DEEDS

A. A County deed will be issued upon completion of the sale. Recording of the deeds and payment of recording fees, documentary stamps, surtax, municipal tax liens and other liens of record and all other costs necessary to complete sale of the subject property will be the sole responsibility of the Buyer.

B. All deeds will be prepared using the Bidder's name and address on the last page of the bid format unless instructed otherwise.

COUNTY LAND SALE # 2015-03

SECTION III– BID SHEET

Brevard County Board of County Commissioners is accepting bids on the following described property:

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LAND SIZE: +- 114.54 acres

LEGAL DESCRIPTIONS:

North ½ of East ½ of Southwest ¼ of Section 2, Township 26 South, Range 36 East, Brevard County, Florida. (2600708)

South ½ of East ½ of Southwest ¼ of Section 2, Township 26 South, Range 36 East, Brevard County, Florida. (2600710)

Part of Northwest ¼ of Northeast ¼ as described in ORB 3420, PG 620, PAR 253, Brevard County, Florida. (2618239)

SITE DESCRIPTION: Agricultural/Residential Vacant Land

ASSIGNMENT OF LEASE: N/A

PRICE SHEET SALE # 2015-03

\$ _____ ***BID AMOUNT***
(Minimum Bid \$1,647,000.00)

NAME: _____
Print Name & Title

SIGNATURE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

**CONTRACT FOR SALE AND PURCHASE
ATTACHMENT A**

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

Buyer:

Legal description of property being transferred: Parcel I.D. 26-36-02-00-00500.0-0000.00 Tax Account # 2600708
26-36-02-00-00502.0-0000.00 Tax Account # 2600710
26-36-02-00-00006.0-0000.00 Tax Account # 2618239

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:

Deposit: 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.

Assignment of Lease: None

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 _____, 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 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.

Inspections: The BUYER shall have 30 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, development ability, 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 may 1) take all steps necessary to remove BUYER'S objections prior to the expiration of the 30 day inspection period, if possible, or 2) if acceptable to BUYER, SELLER shall allow an additional 90 days to provide adequate time for Buyer to conduct a Phase II assessment meeting ASTM standards. If the Phase I assessment reveals contamination this agreement may be terminated by BUYER or Seller 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, BUYER or Seller may terminate this agreement. Upon agreement of both parties, an additional 90 days may be granted to clean up the site after the Phase II assessment. SELLER shall allow the BUYER or its agents reasonable right of entry upon the property for inspection purposes. Before the expiration of the initial 30-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 reasonably unacceptable to BUYER, the BUYER shall receive a full refund of its deposit.

Special Clauses: See attached addendum NOT APPLICABLE

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

Date: _____

(Buyer)

As approved by the Board _____

Social Security # or I.D.#: _____

Date: _____

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. 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.

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 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.

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 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 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. (1993), 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.

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