

# **BREVARD COUNTY, FLORIDA**

## **SEALED BID DOCUMENT**

### **Sale of Rockledge, FL. Parcels**

**B-3-25-60**

#### **PARCEL INFORMATION**

| <b>PARCEL</b> | <b>PARCEL IDENTIFICATION</b> | <b>PROPERTY<br/>ACCOUNT<br/>NUMBER</b> | <b>ACRES</b> |
|---------------|------------------------------|--|--------------|
| Parcel C      | 25-36-21-00-251              | 2510579                                | +/- 0.64     |
| Parcel D      | 25-36-20-00-11               | 2510427                                | +/- 0.84     |
| Parcel E      | 25-36-21-00-278              | 2510585                                | +/- 0.39     |

## TABLE OF CONTENTS

|   |               |
|---|---------------|
| <b>INTRODUCTION, SUBMISSION, AND DETAILS OF PARCELS .....</b> | <b>4</b>      |
| I. PURPOSE .....  | 4             |
| II. BID SUBMISSION.....                                       | 4             |
| III. PARCEL INFORMATION .....                                 | 5             |
| A. Location .....   | 5             |
| B. Legal Description .....                                    | 5             |
| C. History and Owner Disclosures .....                        | 5             |
| D. Zoning .....   | 6             |
| IV. GENERAL INFORMATION .....                                 | 6             |
| V. ACCEPTANCE AND CLOSING.....                                | 6             |
| A. Terms of Sale .....  | 6             |
| B. Tie Bids.....  | 7             |
| C. Deeds .....  | 7             |
| VI. LIST OF APPENDICES .....                                  | 7             |
| <br><b>ATTACHMENT A BID FORM .....</b>                        | <br><b>8</b>  |
| AS-IS CONTRACT FOR SALE AND PURCHASE WITH ATTACHMENT .....    | 9             |
| ATTACHMENT - STANDARDS FOR REAL ESTATE TRANSACTIONS .....     | 12            |
| EXHIBIT "A" .....   | 15            |
| <br><b>ATTACHMENT B BID FORM .....</b>                        | <br><b>17</b> |
| AS-IS CONTRACT FOR SALE AND PURCHASE WITH ATTACHMENT .....    | 18            |
| ATTACHMENT - STANDARDS FOR REAL ESTATE TRANSACTIONS .....     | 21            |
| EXHIBIT "A" .....   | 24            |
| <br><b>ATTACHMENT C BID FORM .....</b>                        | <br><b>25</b> |
| AS-IS CONTRACT FOR SALE AND PURCHASE WITH ATTACHMENT .....    | 26            |
| ATTACHMENT - STANDARDS FOR REAL ESTATE TRANSACTIONS .....     | 29            |
| EXHIBIT "A" .....   | 32            |
| <br><b>ATTACHMENT D BID FORM .....</b>                        | <br><b>34</b> |
| AS-IS CONTRACT FOR SALE AND PURCHASE WITH ATTACHMENT .....    | 35            |
| ATTACHMENT - STANDARDS FOR REAL ESTATE TRANSACTIONS .....     | 38            |
| EXHIBIT "A" .....   | 41            |

|                     |  |            |
|---------------------|--|------------|
| <b>APPENDIX A</b>   | <b>APPRAISAL OF REAL PROPERTY, ROCKLEDGE PARCELS .....</b> | <b>45</b>  |
| <b>APPENDIX B-1</b> | <b>O&amp;E REPORT, FILE NUMBER: 25-1021-A.....</b>         | <b>167</b> |
| <b>APPENDIX B-2</b> | <b>O&amp;E REPORT, FILE NUMBER: 25-1021-B.....</b>         | <b>181</b> |
| <b>APPENDIX B-3</b> | <b>O&amp;E, FILE NUMBER: 25-1021-C.....</b>                | <b>217</b> |
| <b>APPENDIX C</b>   | <b>GROUNDWATER MONITORING REPORT .....</b>                 | <b>254</b> |
| <b>APPENDIX D</b>   | <b>BREVARD COUNTY PROPERTY APPRAISER'S OFFICE</b>          |            |
|                     | <b>GIS MAP OF THE PARCELS.....</b>                         | <b>316</b> |

## INTRODUCTION, SUBMISSION, AND DETAILS OF PARCELS

### I. PURPOSE

The Brevard County, Florida, Board of County Commissioners (the County) is advertising a sealed bid on **July 14, 2025**, to sell three (3) surplus parcels on Barnes Boulevard and David Henderson Way, Rockledge, Florida, as described below. These parcels are being sold in “as-is” condition.

### II. BID SUBMISSION

Sealed bids must be received by Brevard County, Florida, by Tuesday, November 18, 2025, at 3:00 P.M. at 2725 Judge Fran Jamieson Way, 3<sup>rd</sup> Floor, Suite C303, Viera, FL. 32940. Bids received after this time will not be considered, regardless of the reason for the delay.

1. Bid #B-25-60 will be advertised, and the bid package will be available on LoopNet.com.
2. Sealed bids, including a signed contract, must be marked as **Sale of Rockledge, FL. Parcels** Bid #B-25-60 and delivered to Brevard County, Florida, Purchasing Services, 2725 Judge Fran Jamieson Way, 3<sup>rd</sup> Floor, Suite C303, Viera, FL. 32940.
  - a. A BID FORM for each or all parcels is included in this document.
  - b. All bids must contain ten (10) percent of the bid price as an earnest money deposit.
  - c. Bids by corporations must be executed by the president or vice president in the corporate name with the corporate seal affixed thereto and attested by the secretary or assistant secretary. The corporate address and state of incorporation must be shown in the signature below.
  - d. Partnership bids 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.
  - e. Bids by Limited Liability Company (LLC) should be executed in the LLC's corporate name by either a Manager (MGR) or Managing-Member (MGRM) that has authority to bind the LLC to purchase real property; a Certificate of Authority, Copy of Articles of Incorporation or Operating Agreement should be included showing the person's authority to bind the company. The title of the person signing for the LLC should be provided, as well as its corporate address and state of incorporation, below the signature.

3. Bids must be returned to Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, 3<sup>rd</sup> Floor, Suite 303, Viera, FL 32940. Please ensure that if you use a third-party carrier such as Federal Express, UPS, or the US Postal Services, they are properly instructed to deliver your proposal only to Brevard County, Florida Purchasing Services at the above address.
4. Your bid must be accepted in Brevard County Purchasing Services by Tuesday, November 18, 2025, at 3:00 P.M. to be considered. If the bid is delivered elsewhere, it may not reach Purchasing Services in time to be considered.
5. If you have any questions concerning these properties or any portion of this bid document, email them to [lisa.kruse@brevardfl.gov](mailto:lisa.kruse@brevardfl.gov).

### **III. PARCEL INFORMATION**

#### **A. Location**

The three (3) parcels are on Barnes Boulevard and David Henderson Way, Rockledge, Florida.

#### **B. Legal Description**

1. Parcel C, Property ID No. 25-36-21-00-251
2. Parcel D, Property ID No. 25-36-20-00-11
3. Parcel E, Property ID No. 25-36-21-00-278

#### **C. History and Owner Disclosures**

Brevard County acquired the above parcels as necessary land to expand Barnes Boulevard from a two-lane road to a four-lane road with sidewalks and stormwater retention amenities. Brevard County acquired the parcels under a threat of condemnation, pursuant to Section 337.27, Florida Statutes.

The County purchased the parcels on the following dates:

- Parcel C, Property ID No. 25-36-21-00-251, was acquired by Warranty Deed on April 12, 2006.
- Parcel D, Property ID No. 25-36-20-00-11, was acquired by Special Warranty Deed on September 2, 2015.
- Parcel E, Property ID No. 25-36-21-00-278, was acquired by Quick Claim Deed and Release of Easement Interest on October 29, 2013.

#### Utilities Services

- Water connection is available to the parcels by the City of Rockledge, FL.
- Sewer connection is available to the parcels by the City of Rockledge, FL.

- Power connection is available to the parcels by Florida Power & Light (FP&L).

#### Environmental Hazards

The property operated as a gasoline station and was reportedly razed in 2014. Due to the type of operation, which involves using underground gasoline storage tanks, there is a risk of contamination. Terracon Consultants, Inc. completed a Groundwater Monitoring Report in December 2024. This report is Attachment \_\_\_\_ to this Bid. Terracon recommended no further action, as there is no known groundwater contamination or other environmental hazards at the site.

#### Easements, Encroachments, and Restrictions

Based on the deed and property survey, there are no apparent easements, encroachments, or restrictions other than those typical for the property type. According to the survey, Parcel C has a drainage easement that runs along the northern portion of the site. Parcel E has a 10-foot-wide sanitary sewer easement that runs along the northern portion of the site, and a utility and drainage easement running along the eastern portion of the site.

All disclosures are based upon a third party's representations, and County makes no representations that the issues disclosed encompass all the current conditions impacting the property.

#### **D. Zoning**

The Zoning classification for all parcels is C2, General Commercial District, by the City of Rockledge, FL. Bidders are responsible for confirming the applicability of all development regulations.

### **IV. GENERAL INFORMATION**

The property will be sold on an "AS-IS" basis.

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

### **V. ACCEPTANCE AND CLOSING**

#### **A. Terms of Sale**

1. Sealed bids, including signed contract, must be clearly marked as COUNTY LAND SALE Bid #B-3-25-60, Rockledge, FL, Parcels

2. CERTIFIED CHECK, or CASHIER'S CHECK, must be payable to the Brevard County Board of County Commissioners.
3. Successful bidders must submit a fully executed "Contract for Sale and Purchase," along with their sealed bid on the "**BID FORM**." A copy of the contract is included in this bid package as follows:
  - a. ATTACHMENT A- Parcel C
  - b. ATTACHMENT B- Parcel D
  - c. ATTACHMENT C- Parcel E
  - d. ATTACHMENT D – A Single Bidder for Parcels C, D, and E
4. Closing shall occur within ninety (90) days of the effective date of the contract.

**B. Tie Bids**

Ties will be broken by the date and order in which the County receives the bids.

**C. Deeds**

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 the sale of the subject property will be the Buyer's responsibility.

All deeds will be prepared using the Bidder's name and address indicated on the Bid Sheet unless instructed otherwise.

**VI. LIST OF APPENDICES**

- a. **Appendix A** – Appraisal of Real Property, Rockledge Parcels
- b. **Appendix B** – O&E Report, File Number: 25-1021-A; O&E Report, File Number: 25-1021-B; O&E, File Number: 25-1021-C
- c. **Appendix C** – Groundwater Monitoring Report
- d. **Appendix D** - Brevard County Property Appraiser's Office GIS Map of the Parcels

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## ATTACHMENT A

### BID FORM

PURSUANT TO SECTION 2-244, BREVARD COUNTY, FLORIDA CODE OF ORDINANCES, SEALED BIDS WILL BE ACCEPTED BY THE COUNTY on **Tuesday, November 18, 2025, until 3:00 P.M.** All bids must be marked as follows: **“Sale of Rockledge, FL. Parcels”** and delivered to the following address: **Brevard County, Florida, Purchasing Services, 2725 Judge Fran Jamieson Way, 3<sup>rd</sup> Floor, Suite C303, Viera, FL. 32940.**

Property ID #25-36-21-00-251  
Parcel C

BID AMOUNT \$ \_\_\_\_\_  
(Suggested Minimum Bid **\$530,000**)

NAME \_\_\_\_\_  
Print Name and Title

SIGNATURE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

STATE OF INCORPORATION (LLC) \_\_\_\_\_

PHONE \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_



**AS-IS CONTRACT FOR SALE AND PURCHASE**  
**with Attachment**

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

**Buyer:** \_\_\_\_\_

\_\_\_\_\_  
**Legal description of property being transferred:** See Exhibit "A"

\_\_\_\_\_  
**Tax Parcel ID:** 25-36-21-00-251

**Terms:** The Seller agrees to sell, and the Buyer agrees to buy the real property pursuant to the following terms and conditions set forth in this Contract for Sale and Purchase, the Attachment - Standards for Real Estate Transactions, and Exhibit "A" attached and incorporated to this Contract by this reference.

**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.

**Time for acceptance of offer; effective date; electronic copy:** If this offer is not executed by and delivered to all parties OR THE 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/rejected. The date of the Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed this offer. An electronic copy of this Contract and any signatures hereon shall be considered originals for all purposes.

**Title evidence:** At least 15 days before the closing date, the Buyer may, at the Buyer's option and sole 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. See Attachment – Standards of Real Estate Transactions for additional requirements.

**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 (hereinafter the "Closing" or "Closing Date"). [If applicable, FDEP must approve the survey due to the mean high-water lines. This will take additional time.]

Buyer Initials \_\_\_\_\_

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

a. SELLER warrants that there are no parties in occupancy other than the SELLER.

b. SELLER and BUYER hereby represent and warrant to one another that neither the SELLER nor the BUYER has engaged or dealt with any agent, broker, or finder, with regard to this Agreement or to the sale and purchase of the property contemplated hereby.

c. BUYER warrants that the person signing this Contract on behalf of BUYER has all necessary authority to sign and bind the BUYER.

d. If BUYER is a limited liability company or a corporation, BUYER warrants that the company or corporation, as applicable, is duly organized, validly existing, and in good standing under the laws of the state of its formation, that BUYER's representatives are duly authorized and have the legal right, power, and authority to enter into this Contract for Sale and Purchase, and to perform all of its obligations hereunder, and that the BUYER's performance under this Contract will not conflict with, or result in a breach of, any of the terms, conditions and provisions of its limited liability company operating agreement, or of any law, statute, rule, regulation, order, judgment, writ, injunction, or decree of any court or governmental instrumentality, or any contract, agreement or instrument to which BUYER is a party or by which is bound.

**Inspections:** (a) BUYER shall have 30 days from the Effective Date ("Inspection Period") within which to have such inspections of the Property performed as BUYER shall desire; (b) Buyer shall be responsible for the prompt payment for such inspections, and for the repair of any damage to and the need for any restoration of the Property resulting from such inspections; (c) this provision 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 electronic or other 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 promptly expeditiously 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 or requirements and shall be responsible for any and all repairs and improvements required by Buyer's lender.

**Special Clauses:** BUYER understands and hereby acknowledges that it is purchasing the property in AS-IS condition. No utilities will be available during BUYER'S 30-day inspection period.

(Signature Page Follows)

Buyer Initials \_\_\_\_\_

BOARD OF COUNTY  
COMMISSIONERS BREVARD  
COUNTY, FLORIDA

As approved by the Board

\_\_\_\_\_  
Rob Feltner, Chairman

\_\_\_\_\_  
Date

As approved by the Board: \_\_\_\_\_

Attest: \_\_\_\_\_  
Rachel Sadoff, Clerk to the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Driver's License # (Buyer)

Buyer Initials \_\_\_\_\_

## ATTACHMENT - STANDARDS FOR REAL ESTATE TRANSACTIONS

- A. EVIDENCE OF TITLE:** (Applicable in the event Buyer opts to obtain a title commitment at Buyer expense.) At Buyer's sole expense, Buyer may obtain 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 promptly 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. Calendar days shall be used in computing time periods. Any time period provided for in this Contract that shall end or occur on a Saturday, Sunday, or a national legal holiday (pursuant to 5 U.S.C. 6103) shall extend to 5:00 pm (where the property is located) of the next business day.
- D. DOCUMENTS FOR CLOSING:** Seller shall furnish the deed. Buyer shall furnish the closing statement.
- E. EXPENSES:** Documentary stamps on the deed, if required, and the recording of corrective instruments shall be paid for by the Buyer. The Buyer will also be responsible for paying for the cost of recording the deed, and any costs associated with the title insurance or property lien searches, and

Buyer Initials \_\_\_\_\_

any settlement or closing fee.

- F. PRORATIONS; CREDITS:** THERE IS NO TAX PRORATION FOR 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 by 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. (2024), 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 AND THAT ANY TRIAL SHALL BE NON-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

Buyer Initials \_\_\_\_\_

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. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State of Florida, and venue for resolution of all disputes, whether by mediation or litigation, shall lie in Brevard County, Florida.

**M. 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 to the Property without compliance with governmental regulation, which have not been disclosed to Buyer (Property is vacant).

**N. 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 CAUSES REASSESSMENT 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.

**O. RADON.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to person who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

Buyer Initials \_\_\_\_\_

**Exhibit "A"****LEGAL DESCRIPTION: PARCEL C (BY SURVEYOR):**

A PARCEL OF LAND BEING A PORTION OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 5636, PAGE 1796 AND LYING IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 21; THENCE N. 01°16'20" W., ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 21, A DISTANCE OF 416.92 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 5636, PAGE 1796 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N. 89°54'43" E., ALONG SAID WESTERLY EXTENSION OF THE NORTH LINE, A DISTANCE OF 35.16 FEET TO THE POINT-OF-BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE N. 89°54'43" E., ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 173.65 FEET; THENCE S. 00°05'17" E. A DISTANCE OF 198.15 FEET; THENCE S. 89°54'43" W. A DISTANCE OF 95.00 FEET TO THE POINT-OF-CURVATURE OF A 37.00 FOOT RADIUS CIRCULAR CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 58.12 FEET TO THE POINT-OF-TANGENCY, SAID CURVE HAVING A CHORD BEARING OF N. 45°05'17" W. AND A CHORD DISTANCE OF 52.33 FEET; THENCE N. 00°05'17" W. A DISTANCE OF 42.83 FEET TO THE POINT-OF-CURVATURE OF A 137.00 FOOT RADIUS CIRCULAR CURVE CONCAVE WESTERLY; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°28'48" A DISTANCE OF 96.79 FEET, SAID CURVE HAVING A CHORD BEARING OF N. 20°19'41" W. AND A CHORD DISTANCE OF 94.79 FEET TO A POINT-OF-REVERSE-CURVATURE; THENCE CONTINUE NORTHERLY ON THE ARC OF A 37.00 FOOT RADIUS CIRCULAR CURVE CONCAVE EASTERLY AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°29'11" A DISTANCE OF 26.14 FEET TO THE POINT-OF-TANGENCY, SAID CURVE HAVING A CHORD BEARING OF N. 20°19'29" W. AND A CHORD DISTANCE OF 25.60 FEET; THENCE N. 00°05'17" W. A DISTANCE OF 5.35 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 0.64 ACRES MORE OR LESS, AND SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAYS OF RECORD.

**LEGAL DESCRIPTION: DRAINAGE EASEMENT (BY SURVEYOR)**

A PARCEL OF LAND BEING A PORTION OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 5636, PAGE 1796 AND LYING IN THE NORTHWEST 1/4 OF

Buyer Initials \_\_\_\_\_

SECTION 21, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 21; THENCE N. 01°16'20" W., ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 21, A DISTANCE OF 416.92 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 5636, PAGE 1796 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N. 89°54'43" E., ALONG SAID WESTERLY EXTENSION OF THE NORTH LINE, A DISTANCE OF 35.16 FEET TO THE POINT-OF-BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE N. 89°54'43" E., ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 173.65 FEET; THENCE S. 00°05'17" E., A DISTANCE OF 20.00 FEET; THENCE S. 89°54'43" W. A DISTANCE OF 153.67 FEET; THENCE S. 11°33'22" W. A DISTANCE OF 19.08 FEET TO A POINT ON THE ARC OF A 137.00 FOOT RADIUS CIRCULAR CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°56'33" A DISTANCE OF 11.82 FEET, SAID CURVE HAVING A CHORD BEARING OF N. 38°05'49" W. AND A CHORD DISTANCE OF 11.81 FEET TO A POINT-OF-REVERSE CURVATURE OF A 37.00 FOOT RADIUS CIRCULAR CURVE CONCAVE EASTERLY; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°29'11" A DISTANCE OF 26.14 FEET, SAID CURVE HAVING A CHORD BEARING OF N. 20°19'29" W. AND A CHORD DISTANCE OF 25.60 FEET TO THE POINT-OF-TANGENCY; THENCE N. 00°05'17" W. A DISTANCE OF 5.35 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 0.08 ACRES MORE OR LESS AND BEING SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAYS OF RECORD.

Buyer Initials \_\_\_\_\_



## ATTACHMENT B

### BID FORM

PURSUANT TO SECTION 2-244, BREVARD COUNTY, FLORIDA CODE OF ORDINANCES, SEALED BIDS WILL BE ACCEPTED BY THE COUNTY on **Tuesday, November 18, 2025, until 3:00 P.M.** All bids must be marked as follows: **“Sale of Rockledge, FL. Parcels”** and delivered to the following address: **Brevard County, Florida, Purchasing Services, 2725 Judge Fran Jamieson Way, 3<sup>rd</sup> Floor, Suite C303, Viera, FL. 32940.**

Property ID #25-36-20-00-11  
Parcel D

BID AMOUNT \$ \_\_\_\_\_  
(Suggested Minimum Bid **\$810,000**)

NAME \_\_\_\_\_  
Print Name and Title

SIGNATURE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

STATE OF INCORPORATION (LLC) \_\_\_\_\_

PHONE \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

## AS-IS CONTRACT FOR SALE AND PURCHASE with Attachment

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

**Buyer:** \_\_\_\_\_

---

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

---

**Tax Parcel ID:** 25-36-21-00-11

---

**Terms:** The Seller agrees to sell, and the Buyer agrees to buy the real property pursuant to the following terms and conditions set forth in this Contract for Sale and Purchase, the Attachment - Standards for Real Estate Transactions, and Exhibit "A" attached and incorporated to this Contract by this reference.

**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.

**Time for acceptance of offer; effective date; electronic copy:** If this offer is not executed by and delivered to all parties OR THE 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/rejected. The date of the Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed this offer. An electronic copy of this Contract and any signatures hereon shall be considered originals for all purposes.

**Title evidence:** At least 15 days before the closing date, the Buyer may, at the Buyer's option and sole 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. See Attachment – Standards of Real Estate Transactions for additional requirements.

**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 (hereinafter the "Closing" or "Closing Date"). [If applicable, FDEP must approve the survey due to the mean high-water lines. This will take additional time.]

Buyer Initials \_\_\_\_\_

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

a. SELLER warrants that there are no parties in occupancy other than the SELLER.

b. SELLER and BUYER hereby represent and warrant to one another that neither the SELLER nor the BUYER has engaged or dealt with any agent, broker, or finder, with regard to this Agreement or to the sale and purchase of the property contemplated hereby.

c. BUYER warrants that the person signing this Contract on behalf of BUYER has all necessary authority to sign and bind the BUYER.

d. If BUYER is a limited liability company or a corporation, BUYER warrants that the company or corporation, as applicable, is duly organized, validly existing, and in good standing under the laws of the state of its formation, that BUYER's representatives are duly authorized and have the legal right, power, and authority to enter into this Contract for Sale and Purchase, and to perform all of its obligations hereunder, and that the BUYER's performance under this Contract will not conflict with, or result in a breach of, any of the terms, conditions and provisions of its limited liability company operating agreement, or of any law, statute, rule, regulation, order, judgment, writ, injunction, or decree of any court or governmental instrumentality, or any contract, agreement or instrument to which BUYER is a party or by which is bound.

**Inspections:** (a) BUYER shall have 30 days from the Effective Date ("Inspection Period") within which to have such inspections of the Property performed as BUYER shall desire; (b) Buyer shall be responsible for the prompt payment for such inspections, and for the repair of any damage to and the need for any restoration of the Property resulting from such inspections; (c) this provision 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 electronic or other 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 promptly expeditiously 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 or requirements and shall be responsible for any and all repairs and improvements required by Buyer's lender.

**Special Clauses:** BUYER understands and hereby acknowledges that it is purchasing the property in AS-IS condition. No utilities will be available during BUYER'S 30-day inspection period.

(Signature Page Follows)

Buyer Initials \_\_\_\_\_

BOARD OF COUNTY  
COMMISSIONERS BREVARD  
COUNTY, FLORIDA

As approved by the Board

\_\_\_\_\_  
Rob Feltner, Chairman

\_\_\_\_\_  
Date

As approved by the Board: \_\_\_\_\_

Attest: \_\_\_\_\_  
Rachel Sadoff, Clerk to the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Driver's License # (Buyer)

Buyer Initials \_\_\_\_\_

## ATTACHMENT - STANDARDS FOR REAL ESTATE TRANSACTIONS

- P. EVIDENCE OF TITLE:** (Applicable in the event Buyer opts to obtain a title commitment at Buyer expense.) At Buyer's sole expense, Buyer may obtain 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 promptly 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.
- Q. 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.
- R. TIME PERIOD:** Time is of the essence in this Contract. Calendar days shall be used in computing time periods. Any time period provided for in this Contract that shall end or occur on a Saturday, Sunday, or a national legal holiday (pursuant to 5 U.S.C. 6103) shall extend to 5:00pm (where the property is located) of the next business day.
- S. DOCUMENTS FOR CLOSING:** Seller shall furnish the deed. Buyer shall furnish the closing statement.
- T. EXPENSES:** Documentary stamps on the deed, if required, and the recording of corrective instruments shall be paid for by the Buyer. The Buyer will also be responsible for paying for the cost of recording the deed, and any costs associated with the title insurance or property lien searches, and any settlement or closing fee.
- U. PRORATIONS; CREDITS:** THERE IS NO TAX PRORATION FOR THIS PROPERTY.
- V. SPECIAL ASSESSMENT LIENS:** Certified, confirmed and ratified special

Buyer Initials \_\_\_\_\_

assessment liens as of date of closing (not as of Effective Date) are to be paid by Buyer.

- W. 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 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. (2024), as amended.
- X. 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 AND THAT ANY TRIAL SHALL BE NON-JURY.**
- Y. 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.
- Z. 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.
- AA. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State of Florida, and venue for resolution of all disputes, whether by mediation or litigation, shall lie in Brevard County, Florida.
- BB. 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

Buyer Initials \_\_\_\_\_

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 to the Property without compliance with governmental regulation, which have not been disclosed to Buyer (Property is vacant).

**CC. 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 CAUSES REASSESSMENT 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.

**DD. RADON.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to person who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

Buyer Initials \_\_\_\_\_

**Exhibit "A"****LEGAL DESCRIPTION: PARCEL D (BY SURVEYOR):**

A PARCEL OF LAND BEING A PORTION OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 5548 PAGE 2360 AND OFFICIAL RECORDS BOOK 5282 PAGE 0051 BOTH OF THE BREVARD COUNTY, FLORIDA PUBLIC RECORDS AND LYING IN SECTION 20 AND 21, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 21, TOWNSHIP 25 SOUTH, RANGE 36 EAST; THENCE N. 01°16'20" W., ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 21, A DISTANCE OF 59.73 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 7445 PAGE 0803 EXHIBIT B OF SAID PUBLIC RECORDS; THENCE S. 89°54'43" W., ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 10.62 FEET TO THE POINT-OF-BEGINNING; THENCE CONTINUE S. 89°54'43" W., ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 7445, PAGE 0803 OF SAID PUBLIC RECORDS, A DISTANCE OF 122.37 FEET TO THE NORTHWEST CORNER OF SAID OFFICIAL RECORDS BOOK 7445, PAGE 0803 SAID POINT ALSO BEING ON THE WEST LINE OF SAID OFFICIAL RECORDS BOOK 5548, PAGE 2360; THENCE ALONG SAID WEST LINE AND NORTH LINE OF SAID OFFICIAL RECORDS 5548, PAGE 2360 THE FOLLOWING THREE (3) COURSES; THENCE N. 01°15'42" W. A DISTANCE OF 192.68 FEET TO THE POINT-OF-CURVATURE OF A 50.00 FOOT RADIUS CIRCULAR CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 75°48'09" A DISTANCE OF 66.15 FEET, SAID CURVE HAVING A CHORD BEARING OF N. 36°38'23" E. AND A CHORD DISTANCE OF 61.43 FEET TO THE POINT-OF-TANGENCY; THENCE N. 89°54'43" E. A DISTANCE OF 119.25 FEET TO THE NORTHEAST CORNER OF SAID OFFICIAL RECORDS BOOK 5548, PAGE 2360; THENCE S. 00°10'35" E. A DISTANCE OF 211.83 FEET TO THE POINT-OF-CURVATURE OF A 30.00 FOOT RADIUS CIRCULAR CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°05'18" A DISTANCE OF 47.17 FEET, SAID CURVE HAVING A CHORD BEARING OF S. 44°52'04" W. AND A CHORD DISTANCE OF 42.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.84 ACRES MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAYS OF RECORD.

Buyer Initials \_\_\_\_\_



## ATTACHMENT C

### BID FORM

PURSUANT TO SECTION 2-244, BREVARD COUNTY, FLORIDA CODE OF ORDINANCES, SEALED BIDS WILL BE ACCEPTED BY THE COUNTY on **Tuesday, November 18, 2025, until 3:00 P.M.** All bids must be marked as follows: **“Sale of Rockledge, FL. Parcels”** and delivered to the following address: **Brevard County, Florida, Purchasing Services, 2725 Judge Fran Jamieson Way, 3<sup>rd</sup> Floor, Suite C303, Viera, FL. 32940.**

Property ID #25-36-21-00-278  
Parcel E

BID AMOUNT \$ \_\_\_\_\_  
(Suggested Minimum Bid **\$340,000**)

NAME \_\_\_\_\_  
Print Name and Title

SIGNATURE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

STATE OF INCORPORATION (LLC) \_\_\_\_\_

PHONE \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**AS-IS CONTRACT FOR SALE AND PURCHASE  
with Attachment**

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

**Buyer:** \_\_\_\_\_

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

**Tax Parcel ID:** 25-36-21-00-278

**Terms:** The Seller agrees to sell, and the Buyer agrees to buy the real property pursuant to the following terms and conditions set forth in this Contract for Sale and Purchase, the Attachment - Standards for Real Estate Transactions, and Exhibit "A" attached and incorporated to this Contract by this reference.

**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.

**Time for acceptance of offer; effective date; electronic copy:** If this offer is not executed by and delivered to all parties OR THE 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/rejected. The date of the Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed this offer. An electronic copy of this Contract and any signatures hereon shall be considered originals for all purposes.

**Title evidence:** At least 15 days before the closing date, the Buyer may, at the Buyer's option and sole 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. See Attachment – Standards of Real Estate Transactions for additional requirements.

**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 (hereinafter the "Closing" or "Closing Date"). [If applicable, FDEP must approve the survey due to the mean high-water lines. This will take additional time.]

Buyer Initials \_\_\_\_\_

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

a. SELLER warrants that there are no parties in occupancy other than the SELLER.

b. SELLER and BUYER hereby represent and warrant to one another that neither the SELLER nor the BUYER has engaged or dealt with any agent, broker, or finder, with regard to this Agreement or to the sale and purchase of the property contemplated hereby.

c. BUYER warrants that the person signing this Contract on behalf of BUYER has all necessary authority to sign and bind the BUYER.

d. If BUYER is a limited liability company or a corporation, BUYER warrants that the company or corporation, as applicable, is duly organized, validly existing, and in good standing under the laws of the state of its formation, that BUYER's representatives are duly authorized and have the legal right, power, and authority to enter into this Contract for Sale and Purchase, and to perform all of its obligations hereunder, and that the BUYER's performance under this Contract will not conflict with, or result in a breach of, any of the terms, conditions and provisions of its limited liability company operating agreement, or of any law, statute, rule, regulation, order, judgment, writ, injunction, or decree of any court or governmental instrumentality, or any contract, agreement or instrument to which BUYER is a party or by which is bound.

**Inspections:** (a) BUYER shall have 30 days from the Effective Date ("Inspection Period") within which to have such inspections of the Property performed as BUYER shall desire; (b) Buyer shall be responsible for the prompt payment for such inspections, and for the repair of any damage to and the need for any restoration of the Property resulting from such inspections; (c) this provision 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 electronic or other 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 promptly expeditiously 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 or requirements and shall be responsible for any and all repairs and improvements required by Buyer's lender.

**Special Clauses:** BUYER understands and hereby acknowledges that it is purchasing the property in AS-IS condition. No utilities will be available during BUYER'S 30-day inspection period.

(Signature Page Follows)

Buyer Initials \_\_\_\_\_

BOARD OF COUNTY  
COMMISSIONERS BREVARD  
COUNTY, FLORIDA

As approved by the Board

\_\_\_\_\_  
Rob Feltner, Chairman

\_\_\_\_\_  
Date

As approved by the Board: \_\_\_\_\_

Attest: \_\_\_\_\_  
Rachel Sadoff, Clerk to the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Driver's License # (Buyer)

Buyer Initials \_\_\_\_\_

## ATTACHMENT - STANDARDS FOR REAL ESTATE TRANSACTIONS

**EE.EVIDENCE OF TITLE:** (Applicable in the event Buyer opts to obtain a title commitment at Buyer expense.) At Buyer's sole expense, Buyer may obtain 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 promptly 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.

**FF.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.

**GG. TIME PERIOD:** Time is of the essence in this Contract. Calendar days shall be used in computing time periods. Any time period provided for in this Contract that shall end or occur on a Saturday, Sunday, or a national legal holiday (pursuant to 5 U.S.C. 6103) shall extend to 5:00pm (where the property is located) of the next business day.

**HH. DOCUMENTS FOR CLOSING:** Seller shall furnish the deed. Buyer shall furnish the closing statement.

**II. EXPENSES:** Documentary stamps on the deed, if required, and the recording of corrective instruments shall be paid for by the Buyer. The Buyer will also be responsible for paying for the cost of recording the deed, and any costs associated with the title insurance or property lien searches, and any settlement or closing fee.

**JJ. PRORATIONS; CREDITS:** THERE IS NO TAX PRORATION FOR THIS PROPERTY.

**KK. SPECIAL ASSESSMENT LIENS:** Certified, confirmed and ratified special

Buyer Initials \_\_\_\_\_

assessment liens as of date of closing (not as of Effective Date) are to be paid by Buyer.

**LL. 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 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. (2024), as amended.

**MM. 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 AND THAT ANY TRIAL SHALL BE NON-JURY.**

**NN. 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.

**OO. 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.

**PP. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State of Florida, and venue for resolution of all disputes, whether by mediation or litigation, shall lie in Brevard County, Florida.

**QQ. 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

Buyer Initials \_\_\_\_\_

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 to the Property without compliance with governmental regulation, which have not been disclosed to Buyer (Property is vacant).

**RR. 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 CAUSES REASSESSMENT 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.

**SS.RADON.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to person who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

Buyer Initials \_\_\_\_\_

**Exhibit "A"****LEGAL DESCRIPTION: PARCEL E (BY SURVEYOR):**

A PARCEL OF LAND BEING A PORTION OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 5282 PAGE 0051 AND OFFICIAL RECORDS BOOK 5636 PAGE 1796 BOTH OF THE BREVARD COUNTY, FLORIDA PUBLIC RECORDS AND LYING IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 21; THENCE N. 01°16'20" W. ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 21, A DISTANCE OF 59.73 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 7445, PAGE 0803 EXHIBIT B OF SAID PUBLIC RECORDS; THENCE N. 89°54'43" E., ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 137.42 FEET TO A POINT ON THE ARC OF A 30.00 FOOT RADIUS CIRCULAR CURVE CONCAVE NORTHERLY AND THE POINT-OF-BEGINNING; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 47.12 FEET TO THE POINT-OF-TANGENCY, SAID CURVE HAVING A CHORD BEARING OF N. 45°05'17" W. AND A CHORD DISTANCE OF 42.43 FEET; THENCE N. 00°05'17" W. A DISTANCE OF 41.97 FEET TO THE POINT-OF-CURVATURE OF A 37.00 FOOT CIRCULAR CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 58.12 FEET TO THE POINT-OF-TANGENCY, SAID CURVE HAVING A CHORD BEARING OF N. 44°54'43" E. AND A CHORD DISTANCE OF 52.33 FEET, SAID POINT ALSO BEING ON THE WESTERLY EXTENSION OF THE NORTH LINE OF OFFICIAL RECORDS BOOK 3350, PAGE 2517 OF SAID PUBLIC RECORDS; THENCE N. 89°54'43" E., ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 123.34 FEET TO THE NORTHWEST CORNER OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3350 PAGE 2517 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S. 01°15'42" E., ALONG THE WEST LINE OF SAID LANDS AND THE EAST LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 5636 PAGE 1796, A DISTANCE OF 109.00 FEET TO THE AFORESAID EASTERLY EXTENSION OF THE NORTH LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 7445, PAGE 0803; THENCE S. 89°54'43" W., ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 132.58 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 0.39 ACRES MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAYS OF RECORD.

Buyer Initials \_\_\_\_\_



**LEGAL DESCRIPTION: PROPOSED UTILITY AND DRAINAGE EASEMENT (BY SURVEYOR):**

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 21; THENCE N. 01°16'20" W. ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 21, A DISTANCE OF 59.73 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 7445, PAGE 0803 EXHIBIT B OF SAID PUBLIC RECORDS; THENCE N. 89°54'43" E., ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 238.99' FEET TO THE POINT-OF-BEGINNING OF THIS DESCRIPTION; THENCE N. 00°47'45" E. A DISTANCE OF 108.99 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3350 PAGE 2517 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N. 89°54'43" E., ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 27.09 FEET TO THE NORTHWEST CORNER OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3350 PAGE 2517; THENCE S. 01°15'42" E., ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 109.00 FEET TO A POINT ON THE AFORESAID EASTERLY EXTENSION OF THE NORTH LAND OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 7445, PAGE 0803; THENCE S. 89°54'43" W., ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 31.01 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 0.07 ACRES MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAYS OF RECORD.

Buyer Initials \_\_\_\_\_

## ATTACHMENT D

### BID FORM

PURSUANT TO SECTION 2-244, BREVARD COUNTY, FLORIDA CODE OF ORDINANCES, SEALED BIDS WILL BE ACCEPTED BY THE COUNTY on **Tuesday, November 18, 2025, until 3:00 P.M.** All bids must be marked as follows: **“Sale of Rockledge, FL. Parcels”** and delivered to the following address: **Brevard County, Florida, Purchasing Services, 2725 Judge Fran Jamieson Way, 3<sup>rd</sup> Floor, Suite C303, Viera, FL. 32940.**

FOR THE FOLLOWING DESCRIBED PROPERTY:

Property ID #25-36-21-00-251

Property ID #25-36-20-00-11

Property ID #25-36-21-00-278

Parcels C, D, and E to a single bidder

BID AMOUNT \$ \_\_\_\_\_  
(Minimum Bid for all Parcels (C, D, and E) to a single bidder: **\$1,510,000**)

NAME \_\_\_\_\_  
Print Name and Title

SIGNATURE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

STATE OF INCORPORATION (LLC) \_\_\_\_\_

PHONE \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**AS-IS CONTRACT FOR SALE AND PURCHASE  
with Attachment**

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

**Buyer:** \_\_\_\_\_

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

**Tax Parcel IDs:** 25-36-21-00-251, 25-36-20-00-11, 25-36-21-00-278

**Terms:** The Seller agrees to sell, and the Buyer agrees to buy the real property pursuant to the following terms and conditions set forth in this Contract for Sale and Purchase, the Attachment - Standards for Real Estate Transactions, and Exhibit "A" attached and incorporated to this Contract by this reference.

**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.

**Time for acceptance of offer; effective date; electronic copy:** If this offer is not executed by and delivered to all parties OR THE 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/rejected. The date of the Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed this offer. An electronic copy of this Contract and any signatures hereon shall be considered originals for all purposes.

**Title evidence:** At least 15 days before the closing date, the Buyer may, at the Buyer's option and sole 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. See Attachment – Standards of Real Estate Transactions for additional requirements.

**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 (hereinafter the "Closing" or "Closing Date"). [If applicable, FDEP must approve the survey due to the mean high-water lines. This will take additional time.]

Buyer Initials \_\_\_\_\_

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

a. SELLER warrants that there are no parties in occupancy other than the SELLER.

b. SELLER and BUYER hereby represent and warrant to one another that neither the SELLER nor the BUYER has engaged or dealt with any agent, broker, or finder, with regard to this Agreement or to the sale and purchase of the property contemplated hereby.

c. BUYER warrants that the person signing this Contract on behalf of BUYER has all necessary authority to sign and bind the BUYER.

d. If BUYER is a limited liability company or a corporation, BUYER warrants that the company or corporation, as applicable, is duly organized, validly existing, and in good standing under the laws of the state of its formation, that BUYER's representatives are duly authorized and have the legal right, power, and authority to enter into this Contract for Sale and Purchase, and to perform all of its obligations hereunder, and that the BUYER's performance under this Contract will not conflict with, or result in a breach of, any of the terms, conditions and provisions of its limited liability company operating agreement, or of any law, statute, rule, regulation, order, judgment, writ, injunction, or decree of any court or governmental instrumentality, or any contract, agreement or instrument to which BUYER is a party or by which is bound.

**Inspections:** (a) BUYER shall have 30 days from the Effective Date ("Inspection Period") within which to have such inspections of the Property performed as BUYER shall desire; (b) Buyer shall be responsible for the prompt payment for such inspections, and for the repair of any damage to and the need for any restoration of the Property resulting from such inspections; (c) this provision 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 electronic or other 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 promptly expeditiously 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 or requirements and shall be responsible for any and all repairs and improvements required by Buyer's lender.

**Special Clauses:** BUYER understands and hereby acknowledges that it is purchasing the property in AS-IS condition. No utilities will be available during BUYER'S 30-day inspection period.

(Signature Page Follows)

Buyer Initials \_\_\_\_\_

BOARD OF COUNTY  
COMMISSIONERS BREVARD  
COUNTY, FLORIDA

As approved by the Board

\_\_\_\_\_  
Rob Feltner, Chairman

\_\_\_\_\_  
Date

As approved by the Board: \_\_\_\_\_

Attest: \_\_\_\_\_  
Rachel Sadoff, Clerk to the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Driver's License # (Buyer)

Buyer Initials \_\_\_\_\_

## ATTACHMENT - STANDARDS FOR REAL ESTATE TRANSACTIONS

- A. EVIDENCE OF TITLE:** (Applicable in the event Buyer opts to obtain a title commitment at Buyer expense.) At Buyer's sole expense, Buyer may obtain 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 promptly 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. Calendar days shall be used in computing time periods. Any time period provided for in this Contract that shall end or occur on a Saturday, Sunday, or a national legal holiday (pursuant to 5 U.S.C. 6103) shall extend to 5:00pm (where the property is located) of the next business day.
- D. DOCUMENTS FOR CLOSING:** Seller shall furnish the deed. Buyer shall furnish the closing statement.
- E. EXPENSES:** Documentary stamps on the deed, if required, and the recording of corrective instruments shall be paid for by the Buyer. The Buyer will also be responsible for paying for the cost of recording the deed, and any costs associated with the title insurance or property lien searches, and

Buyer Initials \_\_\_\_\_

any settlement or closing fee.

- F. PRORATIONS; CREDITS:** THERE IS NO TAX PRORATION FOR 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 by 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. (2024), 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 AND THAT ANY TRIAL SHALL BE NON-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

Buyer Initials \_\_\_\_\_

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. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State of Florida, and venue for resolution of all disputes, whether by mediation or litigation, shall lie in Brevard County, Florida.

**M. 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 to the Property without compliance with governmental regulation, which have not been disclosed to Buyer (Property is vacant).

**N. 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 CAUSES REASSESSMENT 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.

**O. RADON.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to person who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

Buyer Initials \_\_\_\_\_



**Exhibit "A"****LEGAL DESCRIPTION: PARCEL C (BY SURVEYOR):**

A PARCEL OF LAND BEING A PORTION OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 5636, PAGE 1796 AND LYING IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 21; THENCE N. 01°16'20" W., ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 21, A DISTANCE OF 416.92 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 5636, PAGE 1796 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N. 89°54'43" E., ALONG SAID WESTERLY EXTENSION OF THE NORTH LINE, A DISTANCE OF 35.16 FEET TO THE POINT-OF-BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE N. 89°54'43" E., ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 173.65 FEET; THENCE S. 00°05'17" E. A DISTANCE OF 198.15 FEET; THENCE S. 89°54'43" W. A DISTANCE OF 95.00 FEET TO THE POINT-OF-CURVATURE OF A 37.00 FOOT RADIUS CIRCULAR CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 58.12 FEET TO THE POINT-OF-TANGENCY, SAID CURVE HAVING A CHORD BEARING OF N. 45°05'17" W. AND A CHORD DISTANCE OF 52.33 FEET; THENCE N. 00°05'17" W. A DISTANCE OF 42.83 FEET TO THE POINT-OF-CURVATURE OF A 137.00 FOOT RADIUS CIRCULAR CURVE CONCAVE WESTERLY; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°28'48" A DISTANCE OF 96.79 FEET, SAID CURVE HAVING A CHORD BEARING OF N. 20°19'41" W. AND A CHORD DISTANCE OF 94.79 FEET TO A POINT-OF-REVERSE-CURVATURE; THENCE CONTINUE NORTHERLY ON THE ARC OF A 37.00 FOOT RADIUS CIRCULAR CURVE CONCAVE EASTERLY AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°29'11" A DISTANCE OF 26.14 FEET TO THE POINT-OF-TANGENCY, SAID CURVE HAVING A CHORD BEARING OF N. 20°19'29" W. AND A CHORD DISTANCE OF 25.60 FEET; THENCE N. 00°05'17" W. A DISTANCE OF 5.35 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 0.64 ACRES MORE OR LESS, AND SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAYS OF RECORD.

**LEGAL DESCRIPTION: DRAINAGE EASEMENT (BY SURVEYOR)**

A PARCEL OF LAND BEING A PORTION OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 5636, PAGE 1796 AND LYING IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Buyer Initials \_\_\_\_\_

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 21; THENCE N. 01°16'20" W., ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 21, A DISTANCE OF 416.92 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 5636, PAGE 1796 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N. 89°54'43" E., ALONG SAID WESTERLY EXTENSION OF THE NORTH LINE, A DISTANCE OF 35.16 FEET TO THE POINT-OF-BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE N. 89°54'43" E., ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 173.65 FEET; THENCE S. 00°05'17" E., A DISTANCE OF 20.00 FEET; THENCE S. 89°54'43" W. A DISTANCE OF 153.67 FEET; THENCE S. 11°33'22" W. A DISTANCE OF 19.08 FEET TO A POINT ON THE ARC OF A 137.00 FOOT RADIUS CIRCULAR CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°56'33" A DISTANCE OF 11.82 FEET, SAID CURVE HAVING A CHORD BEARING OF N. 38°05'49" W. AND A CHORD DISTANCE OF 11.81 FEET TO A POINT-OF-REVERSE CURVATURE OF A 37.00 FOOT RADIUS CIRCULAR CURVE CONCAVE EASTERLY; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°29'11" A DISTANCE OF 26.14 FEET, SAID CURVE HAVING A CHORD BEARING OF N. 20°19'29" W. AND A CHORD DISTANCE OF 25.60 FEET TO THE POINT-OF-TANGENCY; THENCE N. 00°05'17" W. A DISTANCE OF 5.35 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 0.08 ACRES MORE OR LESS AND BEING SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAYS OF RECORD.

**LEGAL DESCRIPTION: PARCEL D (BY SURVEYOR):**

A PARCEL OF LAND BEING A PORTION OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 5548 PAGE 2360 AND OFFICIAL RECORDS BOOK 5282 PAGE 0051 BOTH OF THE BREVARD COUNTY, FLORIDA PUBLIC RECORDS AND LYING IN SECTION 20 AND 21, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 21, TOWNSHIP 25 SOUTH, RANGE 36 EAST; THENCE N. 01°16'20" W., ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 21, A DISTANCE OF 59.73 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 7445 PAGE 0803 EXHIBIT B OF SAID PUBLIC RECORDS; THENCE S. 89°54'43" W., ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 10.62 FEET TO THE POINT-OF-BEGINNING; THENCE CONTINUE S. 89°54'43" W., ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 7445, PAGE 0803 OF SAID PUBLIC RECORDS, A DISTANCE OF 122.37 FEET TO THE NORTHWEST CORNER OF SAID OFFICIAL RECORDS BOOK 7445, PAGE 0803 SAID POINT ALSO BEING ON THE WEST LINE OF SAID OFFICIAL RECORDS BOOK 5548, PAGE 2360;

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THENCE ALONG SAID WEST LINE AND NORTH LINE OF SAID OFFICIAL RECORDS 5548, PAGE 2360 THE FOLLOWING THREE (3) COURSES; THENCE N.  $01^{\circ}15'42''$  W. A DISTANCE OF 192.68 FEET TO THE POINT-OF-CURVATURE OF A 50.00 FOOT RADIUS CIRCULAR CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $75^{\circ}48'09''$  A DISTANCE OF 66.15 FEET, SAID CURVE HAVING A CHORD BEARING OF N.  $36^{\circ}38'23''$  E. AND A CHORD DISTANCE OF 61.43 FEET TO THE POINT-OF-TANGENCY; THENCE N.  $89^{\circ}54'43''$  E. A DISTANCE OF 119.25 FEET TO THE NORTHEAST CORNER OF SAID OFFICIAL RECORDS BOOK 5548, PAGE 2360; THENCE S.  $00^{\circ}10'35''$  E. A DISTANCE OF 211.83 FEET TO THE POINT-OF-CURVATURE OF A 30.00 FOOT RADIUS CIRCULAR CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $90^{\circ}05'18''$  A DISTANCE OF 47.17 FEET, SAID CURVE HAVING A CHORD BEARING OF S.  $44^{\circ}52'04''$  W. AND A CHORD DISTANCE OF 42.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.84 ACRES MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAYS OF RECORD.

**LEGAL DESCRIPTION: PARCEL E (BY SURVEYOR):**

A PARCEL OF LAND BEING A PORTION OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 5282 PAGE 0051 AND OFFICIAL RECORDS BOOK 5636 PAGE 1796 BOTH OF THE BREVARD COUNTY, FLORIDA PUBLIC RECORDS AND LYING IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 21; THENCE N.  $01^{\circ}16'20''$  W. ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 21, A DISTANCE OF 59.73 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 7445, PAGE 0803 EXHIBIT B OF SAID PUBLIC RECORDS; THENCE N.  $89^{\circ}54'43''$  E., ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 137.42 FEET TO A POINT ON THE ARC OF A 30.00 FOOT RADIUS CIRCULAR CURVE CONCAVE NORTHERLY AND THE POINT-OF-BEGINNING; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $90^{\circ}00'00''$  A DISTANCE OF 47.12 FEET TO THE POINT-OF-TANGENCY, SAID CURVE HAVING A CHORD BEARING OF N.  $45^{\circ}05'17''$  W. AND A CHORD DISTANCE OF 42.43 FEET; THENCE N.  $00^{\circ}05'17''$  W. A DISTANCE OF 41.97 FEET TO THE POINT-OF-CURVATURE OF A 37.00 FOOT CIRCULAR CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $90^{\circ}00'00''$  A DISTANCE OF 58.12 FEET TO THE POINT-OF-TANGENCY, SAID CURVE HAVING A CHORD BEARING OF N.  $44^{\circ}54'43''$  E. AND A CHORD DISTANCE OF 52.33 FEET, SAID POINT ALSO BEING ON THE WESTERLY EXTENSION OF THE NORTH LINE

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OF OFFICIAL RECORDS BOOK 3350, PAGE 2517 OF SAID PUBLIC RECORDS; THENCE N. 89°54'43" E., ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 123.34 FEET TO THE NORTHWEST CORNER OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3350 PAGE 2517 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S. 01°15'42" E., ALONG THE WEST LINE OF SAID LANDS AND THE EAST LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 5636 PAGE 1796, A DISTANCE OF 109.00 FEET TO THE AFORESAID EASTERLY EXTENSION OF THE NORTH LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 7445, PAGE 0803; THENCE S. 89°54'43" W., ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 132.58 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 0.39 ACRES MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAYS OF RECORD.

**LEGAL DESCRIPTION: PROPOSED UTILITY AND DRAINAGE EASEMENT (BY SURVEYOR):**

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 21; THENCE N. 01°16'20" W. ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 21, A DISTANCE OF 59.73 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 7445, PAGE 0803 EXHIBIT B OF SAID PUBLIC RECORDS; THENCE N. 89°54'43" E., ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 238.99' FEET TO THE POINT-OF-BEGINNING OF THIS DESCRIPTION; THENCE N. 00°47'45" E. A DISTANCE OF 108.99 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3350 PAGE 2517 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N. 89°54'43" E., ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 27.09 FEET TO THE NORTHWEST CORNER OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3350 PAGE 2517; THENCE S. 01°15'42" E., ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 109.00 FEET TO A POINT ON THE AFORESAID EASTERLY EXTENSION OF THE NORTH LAND OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 7445, PAGE 0803; THENCE S. 89°54'43" W., ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 31.01 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 0.07 ACRES MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAYS OF RECORD.

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