

BOARD OF COUNTY COMMISSIONERS

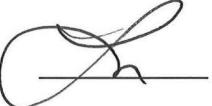
AGENDA REVIEW SHEET

AGENDA: Contract for Sale and Purchase from Evans Wickham, LLC for Future Enhancements to the Brevard County Utility System – District 4

AGENCY: Public Works Department / Land Acquisition Office

AGENCY CONTACT: Amber Holley / Land Acquisition Specialist II

CONTACT PHONE: 321-350-8346

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lisa Kruse Supervisor		_____	<u>12/18/25</u>
COUNTY ATTORNEY Greg Hughes Assistant County Attorney		_____	<u>12/21/2025</u>

RECEIVED

DEC 18 2025

Brevard County Attorney

CONTRACT FOR SALE AND PURCHASE

Seller: Evans Wickham, LLC, a Florida limited liability company
4 Riverwalk Drive, Unit 601, New Smyrna Beach, Florida 32169

Buyer: Brevard County, a political subdivision of the State of Florida
2725 Judge Fran Jamieson Way, Viera, Florida 32940

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

Terms: Seller agrees to sell, and Buyer agrees to purchase, the Property pursuant to the following terms and conditions, Exhibit "A", and the attached Attachment 1 Standards for Real Estate Transactions.

Purchase price: \$745,000.00 (Seven Hundred Forty-Five Thousand Dollars and No/100)

Deposit: \$100 to be transferred to an escrow account established and held by the Brevard County Clerk, such deposit to be applied to the purchase price.

Time for acceptance of offer; effective date; facsimile: If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before January 27, 2026, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed this offer. A facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as originals.

Title evidence: At least 15 days before closing date, Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney or Buyer shall at Buyer's expense obtain a title search and/or title insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an owner's policy of title insurance.

Closing Date: This transaction shall be closed and the deed and other closing papers delivered on or before April 1, 2026, unless modified by other provisions of this Contract.

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

- a. SELLER warrants that there are no parties in occupancy other than Seller.
- b. SELLER warrants there is no hazardous waste or other environmental contamination located in or upon the property being acquired by the County. Seller shall indemnify and defend Buyer from any and all claims or expenses resulting from hazardous waste or environmental contamination located in or upon the property provided such waste or contamination was not placed on the property by the Buyer.
- c. SELLER warrants that he/she has no knowledge of any fact or restriction which would prevent use of the property for lift station purposes.
- d. SELLER hereby represents and warrants to COUNTY that SELLER has not engaged or dealt with any agent, broker or finder, in regard to this Agreement or to the sale and purchase of the property contemplated hereby. SELLER hereby acknowledges and covenants that SELLER is solely responsible for any and all commissions due arising out of or connected within the sale or transfer of the property. SELLER hereby indemnifies COUNTY and agrees to hold COUNTY free and harmless from and against any and all liability, loss, costs, damage and expense, including but not limited to attorney's fees and costs of litigation both prior to and on appeal, which COUNTY shall ever suffer or incur because of any claim by any agent, broker or finder engaged by SELLER, including broker, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the property contemplated hereby.

Inspections: The BUYER shall have 60 days after the Brevard County Board of County Commissioners executes the contract within which to complete physical inspection and evaluation of the property for environmental, hazardous materials, developability, access, drainage and subsurface conditions. In the event a Phase I environmental assessment meeting ASTM standards is prepared and environmental issues objectionable to BUYER are detected, SELLER shall 1) take all steps necessary to remove BUYER'S objections prior to the expiration of the 60 day inspection period, if possible or 2) if acceptable to BUYER, SELLER shall allow an additional 90 days to provide adequate time to conduct a Phase II assessment meeting ASTM standards. If the Phase I assessment reveals contamination this agreement may be terminated by BUYER and BUYER may decline to allow SELLER to clean up or to proceed to a Phase II assessment. Likewise, if the Phase II assessment reveals contamination objectionable to BUYER, BUYER may terminate this agreement. Alternatively, BUYER may grant SELLER an additional 90 days to clean up the site after the Phase II assessment, but BUYER is not required to do so. SELLER shall allow the BUYER or its agents reasonable right of entry upon the property for inspection purposes. Before the expiration of the initial 60-day inspection period or the additional 90-day extension for a Phase II assessment, BUYER shall have the right to terminate this agreement with a full refund of any deposits, should the results of the inspection indicate the property cannot be used for its intended purpose or that mitigation of conditions would be required. If clean up after a Phase II assessment is attempted but unacceptable to BUYER, the BUYER shall receive a full refund of its deposit.

Condemnation: This property is not being acquired under threat of condemnation. If so, this agreement includes and settles all issues of full compensation for the property being acquired, including fees and costs.

SELLER shall comply with section 196.295, Florida Statutes.

SELLER hereby agrees to provide the necessary information and execute a beneficial interest and disclosure affidavit as required by section 286.23, Florida Statutes.

Special Clauses: See attached addendum

NOT APPLICABLE

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

SELLER

Evans Wickham, LLC, a Florida limited liability company

By: Jerry C. Evans, as Trustee of the Jerry C. Evans Revocable Trust dated July 15, 1997, as its Managing Member

Thad Altman, Chair

By: Jerry C. C. Date 12/18/25
Jerry C. Evans, Trustee

Agenda Item # _____
As approved by the Board 1/13/26

Attachment 1

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. EVIDENCE OF TITLE: A title insurance commitment issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price insuring Buyer's title to the Real Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract and those which shall be discharged by Seller at or before closing. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications specified in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving evidence of title to examine it. If title is found defective, Buyer shall within 3 days thereafter, notify Seller in writing specifying defect(s). If the defect(s) render title unmarketable, Seller will have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within five (5) days after expiration of the thirty (30) day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall immediately be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is, Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) in the title within the time provided therefor. If Seller is unable to remove the defects within the times allowed therefor, Buyer shall either waive the defects or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract

B. SURVEY: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same may have the Real Property surveyed and certified by a registered Florida surveyor. If survey shows encroachment on Real Property or that improvements located on Real Property encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulation, the same shall constitute a title defect.

C. INGRESS AND EGRESS: Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in the Warranties section of the agreement.

D. LIENS: Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Property for 90 days immediately preceding date of closing. If Property has been improved or repaired within that time Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at closing of this Contract.

E. TIME PERIOD: Time is of the essence in this Contract.

F. DOCUMENTS FOR CLOSING: Seller shall furnish the deed, bill of sale, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish closing statement.

G. EXPENSES: Documentary stamps on the deed, if required, and recording of corrective instruments shall be paid by Seller. Buyer will pay for the cost of recording the deed.

H. PRORATIONS; CREDITS: Taxes, assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Buyer shall have the option of taking over any existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at closing shall be increased or decreased as may be required by prorations. Prorations will be made through day prior to occupancy if occupancy occurs before closing. Advance rent and security deposits will be credited to Buyer and escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If

closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. If there are completed improvements on the Real Property by January 1st of year of closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration available exemptions. Any tax proration based on an estimate shall, at request of either Buyer or Seller, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement.

I. SPECIAL ASSESSMENT LIENS: Certified, confirmed and ratified special assessment liens as of date of closing (not as of Effective Date) are to be paid by Seller. Pending liens as of date of closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at closing, be charged an amount equal to the last estimate of assessment for the improvement by the public body.

J. PROCEEDS OF SALE; CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If abstract of title has been furnished, evidence of title shall be continued at Buyer's expense to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last evidence. Proceeds of the sale shall be held in escrow by Seller's attorney or by another mutually acceptable escrow agent for a period of not more than 5 days after closing date. If Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, all deposit(s) and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale. If Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale. The escrow and closing procedure required by this Standard shall be waived if title agent insures adverse matters pursuant to Section 627.7841, F.S. (1993), as amended.

K. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach. In the event of any litigation arising out of this contract, each party shall bear its own attorney's fees and costs.

THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY.

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

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

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

Reviewed for legal form and content:

(Assistant) County Attorney

Seller's Initial

Exhibit "A"

A parcel of land lying in the Southeast 1/4 of the Southwest 1/4 of Section 11, Township 26 South, Range 36 East, Brevard County, Florida, said lands being a portion of those lands described in O.R 5420, Page 1432, more particularly described as follows

Commence at a nail & disk (stamped "Allen") which monuments the South 1/4 corner of said Section 11, and run S. 88°15'15" W., along the South line of said Southwest 1/4, a distance of 470.23 feet; thence departing said South line, run N. 01°44'45" W., perpendicular to said South line, a distance of 50.00 feet to the intersection of the North right-of-way line of Wickham Road with the West right-of-way line of Turtlemound Road, thence S. 88°15'15" W., along said North right-of-way line, a distance of 250.00 feet to the Southwest corner of those lands described in O.R. 5637, Page 3326, the Point of Beginning, thence continue S. 88°15'15" W., along said North right-of-way line, a distance of 511.67 feet to a point on a line described by O.R. 4039, Page 1687, thence departing said right-of-way line, run N. 01°44'45" W., perpendicular to said right-of-way line and along a line described by O.R. 4039, Page 1687, a distance of 340.00 feet to an angle point, thence N. 88°15'15" E., along a line described by O.R. 4039, Page 1687, (also parallel with and 340.00 feet distant North, by right angle measurement, from said North right-of-way line), a distance of 761.59 feet to a point on the West right-of-way line of aforesaid Turtlemound Road, thence S. 01°44'45" E., along said West right-of-way line, a distance of 60.00 feet to the Northeast corner of those aforesaid lands described in O.R. 5637, Page 3326, thence S. 88°15'15" W., along the North line of said lands, a distance of 250.00 feet to the Northwest corner thereof, thence S. 01°44'45" E., along the West line of said lands, a distance of 280.00 feet to the Point of Beginning.

Less and Except the following Legal Description:

A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NAIL & DISK (STAMPED "ALLEN") WHICH MONUMENTS THE SOUTH 1/4 CORNER OF SAID SECTION 11, AND RUN S. 88°15'15" W., ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 470.23 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN N. 01°44'45" W., PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 50.00 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF WICKHAM ROAD WITH THE WEST RIGHT-OF-WAY LINE OF INTERLACHEN ROAD (FORMERLY TURTLEMOULD ROAD); THENCE S. 88°15'15" W., ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 250.00 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN O.R. BOOK 5637, PAGE 3326; THENCE CONTINUE S. 88°15'15" W., ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 133.01 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN N. 01°44'45" W., PERPENDICULAR TO SAID RIGHT-OF-WAY LINE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N. 01°44'45" W., A DISTANCE OF 206.00 FEET; THENCE S. 88°15'15" W., PARALLEL WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 160.69 FEET; THENCE S. 01°44'45" E., A DISTANCE OF 206.00 FEET; THENCE N. 88°15'15" E., PARALLEL WITH AND 15.00 FEET DISTANT NORTH OF SAID RIGHT-OF-WAY, A DISTANCE OF 160.69 FEET TO THE POINT OF BEGINNING.

Also, Less and Except the following Legal Description:

A parcel of Land lying in the Southwest 1/4 of Section 11, Township 26 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the South 1/4 corner of said Section 11, and run S. 88°15'15" W., along the South line of said Southwest 1/4, a distance of 470.23 feet; Thence N. 01°44'45" W., perpendicular to said South line, a distance of 50.00 feet to the intersection of the West right-of-way line of Interlachen Road with the North right-of-way line of Wickham Road; Thence S. 88°15'15" W., along said North right-of-way line, a distance of 250.00 feet to the POINT OF BEGINNING; Thence continue S. 88°15'15" W., along said North right-of-way line, a distance of 221.90 feet; Thence departing said North right-of-way line, run N.

01°44'45" W., a distance of 15.00 feet to a point on the South line of that Parcel of land as described in O.R. Book 7661, Page 2803, of the Public Records of Brevard County, Florida; Thence N. 88°15'15" E., along the said South line of said land, a distance of 88.89 feet to the Southeast corner of said O.R. Book 7661, Page 2803, said Southeast corner also being a point on the West line of the Reciprocal Easement Agreement as recorded in O.R. Book 7661, Page 2784, of the Public Records of Brevard County, Florida; Thence run N. 01°44'45" W.,

along the East line of said Parcel of land O.R. Book 7661, Page 2803 , also being the West line of said Easement O.R. Book 7661, Page 2784, a distance of 206.00 feet to a point being the Northeast corner of said O.R. Book 7661, Page 2803, said point also lying on the South line of the Westerly extension of said Easement O.R. Book 7661, Page 2784; Thence run S. 88°15'15" W., along the North line of O.R. Book 7661, Page 2803, a distance of 88.89 feet; Thence leave said North line, run N. 01°44'45" W., a distance of 119.00 feet to a point on the South line of the Property as described in O.R. Book 4039, Page 1687, of the Public Records of Brevard County, Florida; Thence run N. 88°15'15" E., along said South line, a distance of 471.90 feet to the West right-of-way line of Interlachen Road; Thence run S. 01°44'45" E., along said West right-of-way line, a distance of 60.00 feet to the Northeast corner of a Parcel of land as described in O.R. Book 3430, Page 2876, of the Public Records of Brevard County, Florida, Thence leave said West right-of-way line, of said Interlachen Road, run S. 88°15'15" W., along the North line of said Parcel of land, said O.R. Book 3430, Page 2867, a distance 250.00 feet to the Northwest corner thereof; Thence run S. 01°44'45" E., along the West line of said Parcel, a distance of 280.00 feet to the POINT OF BEGINNING.

PROPERTY FACT SHEET

PROJECT: Evans Wickham, LLC Contract for Sale and Purchase

OWNER: Evans Wickham, LLC

PARCEL LOCATION: On North Wickham Road, west of Interlachen Road, and east of Baytree Drive, Melbourne

PARCEL SIZE: 1.98 acres ±

ZONING/LANDUSE: BU-1, General Retail Commercial, by Brevard County

IMPROVEMENTS: None

TOPOGRAPHY: Natural State, raw land, wetlands

FLOOD ZONE: A

TAX PARCEL ID#: 26-36-11-00-506

ASSESSED VALUE: \$297,910.00 (2025 Assessment - Property Appraiser Records)

PUBLIC UTILITIES: Utilities available

PROPERTY TRANSACTION: Date: October 14, 2014
(Clerk of the Court Records) Sale amount: \$1,050,000.00

INTEGRA REALTY RESOURCES APPRAISAL DATE: 12/17/2025
Appraisal Value: \$800,000.00

TUTTLE-ARMFIELD-WAGNER APPRAISAL AND RESEARCH APPRAISAL DATE: 12/10/25
Appraised Value: \$690,000.00

LOCATION MAP

Section 11, Township 26 South, Range 36 East - District: 4

PROPERTY LOCATION: The north side of North Wickham Road, west of Interlachen Road and east of Baytree Drive in Melbourne.

OWNERS NAME(S): Evans Wickham, LLC

