

BOARD OF COUNTY COMMISSIONERS

AGENDA REVIEW SHEET

AGENDA: Contract for Sale and Purchase from Vetterlein for the 72.35-acre
Jefferson Marsh Tract for Mosquito Control

AGENCY: Public Works Department / Land Acquisition Office

AGENCY CONTACT: Lucy Hamelers / Land Acquisition Supervisor

CONTACT PHONE: 321-350-8336

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Supervisor	<u>LM</u>	<u> </u>	<u>7-10-25</u>
COUNTY ATTORNEY Greg Hughes Assistant County Attorney	<u>GH</u>	<u> </u>	<u>7/15/2025</u>

CONTRACT FOR SALE AND PURCHASE

Seller: Maura Roberts, Individually and as Successor Trustee under Agreement dated June 9, 1971, with Theodore H. Vetterlein, Marital Trust, as to a 1/3 interest, and The Glenmede Trust Company, N.A. and Theodore H. Vetterlein, III, as co-Trustees of the Evelyn Curtis Vetterlein (now Evelyn V. Wozniak) Trust for the benefit of Evelyn Curtis Vetterlein (now Evelyn V. Wozniak) as to an undivided 1/3 interest, and The Glenmede Trust Company, N.A. and Evelyn Curtis Vetterlein (now Evelyn V. Wozniak), as co-Trustees of the Theodore H. Vetterlein, III Trust for the benefit of Theodore H. Vetterlein, III, as to an undivided 1/3 interest. (each a "Seller" and collectively the "Sellers").
6522 126th Avenue NE, Kirkland, WA 98033

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: Sellers agree 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, and the attached Addendum 1.

Purchase price: \$543,000.00 (Five Hundred Forty-Three 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between the parties on or before July 22, 2025, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn.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 Sellers 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, ☐ Sellers shall, at Sellers' joint 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 December 31, 2025. unless modified by other provisions of this Contract.

Warranties: The following warranties are made and shall survive closing. Each Seller's warranties in this contract are made individually and not jointly and severally with the other Sellers.

- a. Each SELLER warrants that, to the Seller's knowledge, there are no parties in occupancy.
- b. Each SELLER warrants, to Seller's knowledge, there is no hazardous waste or other environmental contamination located in or upon the property being acquired by the County.
- c. Each SELLER warrants that it has no knowledge of any fact or restriction which would prevent use of the property for conservation purposes.
- d. Each SELLER hereby represents and warrants to COUNTY that the 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. Each SELLER hereby acknowledges and covenants that SELLERS are jointly responsible for any and all commissions due arising out of or connected within the sale or transfer of the

property. Each 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. Buyer acknowledges it has the right to inspect the Property, will have inspected the Property or will have caused such inspection to be made prior to the expiration of the 60 days' time period for inspections set forth in this Contract, and agrees to take the Property in its physical condition, "AS IS, WHERE IS, WITH ALL FAULTS" as of the date of the Closing. No Seller shall not be liable or bound in any manner by any verbal or written statement, representation or information made or given by anyone pertaining to the Property, unless specifically set forth in this Contract. EXCEPT WITH RESPECT TO SELLERS' EXPRESS WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS CONTRACT, BUYER, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY FOREVER FULLY AND COMPLETELY RELEASES EACH SELLER FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, COSTS AND EXPENSES RELATED TO THE PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTY AND THE LAND USE, ZONING AND OTHER REGULATORY STATUS OF THE PROPERTY.

Condemnation: This property ☐ is ☒ 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

_____ Date _____
Rob Feltner, Chairman

Agenda Item # _____
As approved by the Board _____

SELLER(S)

Maura Roberts, Individually and as Successor
Trustee u/a/d June 9, 1971, with Theodore H.
Vetterlein, Marital Trust, as to a 1/3 interest

BY: Maura Roberts Date 5/12/25

The Glenmede Trust Company, N.A. and Evelyn
Curtis Vetterlein (now Evelyn V. Wozniak), as co-
Trustees of the Theodore H. Vetterlein, III Trust for
the benefit of Theodore H. Vetterlein, III, as to an
undivided 1/3 interest

BY: Evelyn V. Wozniak Date 5/9/25
Evelyn V. Wozniak

The Glenmede Trust Company, N.A.

BY: J. M. Schuiden - VP Date 5/8/25
Title: John M. Schuiden -
Vice President

The Glenmede Trust Company, N.A. and Theodore
H. Vetterlein, III, as co-Trustees of the Evelyn Curtis
Vetterlein (now Evelyn V. Wozniak) Trust for the
benefit of Evelyn Curtis Vetterlein (now Evelyn V.
Wozniak) as to an undivided 1/3 interest

BY: Theodore H. Vetterlein III Date 5/08/2025
Theodore H. Vetterlein, III

The Glenmede Trust Company, N.A.

BY: J. M. Schuiden - VP Date 5/8/25
Title: John M. Schuiden - Vice President

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 Sellers at or before closing. Sellers 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 Sellers in writing specifying defect(s). If the defect(s) render title unmarketable, Sellers 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 Sellers either: (1) extending the time for a reasonable period not to exceed 120 days within which Sellers 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 Sellers, Buyer shall be deemed to have accepted the title as it then is, Sellers shall, if title is found unmarketable, use diligent effort to correct defect(s) in the title within the time provided therefor. If Sellers are 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 Sellers 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: To Sellers' knowledge, Sellers warrant and represent 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: Sellers 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 Sellers 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 Sellers 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: Sellers 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 Sellers, with all costs allocated 1/3 to each 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 and divided among the Sellers, with each Seller responsible for 1/3 of the taxes, assessments, rent, interest, insurance and other expenses and revenue of Property. 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 Sellers. 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 Sellers, 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 Sellers, allocated 1/3 to each 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 Sellers 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 Sellers' title unmarketable from the date of the last evidence. Proceeds shall be paid 1/3 to each Seller; each Seller will provide separate wire instructions.


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 Sellers as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Sellers shall be relieved of all obligations under this Contract; or Sellers, at Sellers' option, may proceed in equity to enforce Sellers' 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 Sellers' 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: Sellers shall convey title to the Real Property by 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.

Reviewed for legal form and content:

 (Assistant) County Attorney

7110 Seller's Initial
JMS/KTCNA
RW
NR

EXHIBIT A

Government Lots 3 and 4, (LESS the right-of-way of State Road #3, also known as South Courtenay Parkway, and ALSO LESS the South 1081.5 feet of Government Lot 4 lying west of State Road #3, as described in Official Records Book 771, Page 258) in Section 12, Township 25 South, Range 36 East, Brevard County, Florida.

CONTRACT ADDENDUM (1)

This First Addendum is attached to and made a part of the CONTRACT FOR SALE AND PURCHASE dated this 8th day of May, 2025 by and between Maura Roberts, Individually and as Successor Trustee under Agreement dated June 9, 1971, with Theodore H. Vetterlein, Marital Trust, 6522 126th Avenue NE, Kirkland, WA 98033, as to a 1/3 interest, and The Glenmede Trust Company, N.A. and Theodore H. Vetterlein, III, as co-Trustees of the Evelyn Curtis Vetterlein (now Evelyn V. Wozniak) Trust for the benefit of Evelyn Curtis Vetterlein (now Evelyn V. Wozniak), 1650 Market Street, Suite 4000, Philadelphia, PA 19103, as to an undivided 1/3 interest, and The Glenmede Trust Company, N.A. and Evelyn Curtis Vetterlein (now Evelyn V. Wozniak), as co-Trustees of the Theodore H. Vetterlein, III Trust for the benefit of Theodore H. Vetterlein, III, 1650 Market Street, Suite 4000, Philadelphia, PA 19103, as to an undivided 1/3 interest, as SELLER(S), and Brevard County, Florida, 2725 Judge Fran Jamieson Way, Viera, Florida 32940, as BUYER:

For value received, the parties hereto agree as follows:

1. This contract is contingent upon the availability of funds from the following funding sources, and BUYER shall make a good faith effort to obtain said funding, however, in the event that, for whatever reason, any of the contingencies contained in this section are not met as of the date specified in subparagraph (c) below, BUYER shall have the right to terminate this agreement with a full refund of any deposits:
 - (a) Brevard County Natural Resources Management Office to provide \$45,250.00 towards the purchase price; and
 - (b) Brevard County Mosquito Control Department to provide \$45,250.00 towards the purchase price; and
 - (c) Brevard County, through its Mosquito Control Department, to obtain grant funding from Duck's Unlimited, Inc., a District of Columbia Not-for-Profit Corporation, and from the St. Johns River Water Management District's Real Estate Services Program - Land Acquisition Application process, with a combined amount from both entities of no less than \$452,500.00. Such grant funding to be obtained on or before September 30, 2025.
2. All other terms and conditions of the Contract for Sale and Purchase between the parties shall remain in full force and effect.

[Remainder of page intentionally left blank.]

[Signature pages to follow.]

CONTRACT ADDENDUM (1) Continued

BUYER:

Board Of County Commissioners Brevard County, Florida

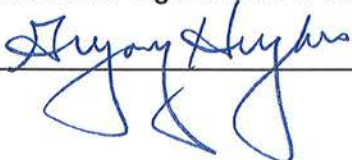
Rob Feltner, Chairman

Date: _____

As Approved by the Board on _____, 2025

Agenda Item # _____

Reviewed for legal form and content:

_____, (Assistant) County Attorney

SELLER(S):

Maura Roberts, Individually and as Successor Trustee u/a/d June 9, 1971, with Theodore H. Vetterlein, Marital, Trust, as to a 1/3 Interest

BY: 
Maura Roberts

[Additional Seller signatures on next page.]

CONTRACT ADDENDUM (1) Continued

The Glenmede Trust Company, N.A. and Evelyn Curtis Vetterlein (now Evelyn V. Wozniak), as co-Trustees of the Theodore H. Vetterlein, III Trust for the benefit of Theodore H. Vetterlein, III, as to an undivided 1/3 interest

BY: Evelyn V. Wozniak
Evelyn V. Wozniak

The Glenmede Trust Company, N.A.

BY: John M. Schulden - VP

Title: John M. Schulden - Vice President

The Glenmede Trust Company, N.A. and Theodore H. Vetterlein, III, as co-Trustees of the Evelyn Curtis Vetterlein (now Evelyn V. Wozniak) Trust for the benefit of Evelyn Curtis Vetterlein (now Evelyn V. Wozniak) as to an undivided 1/3 interest

BY: Theodore H. Vetterlein III
Theodore H. Vetterlein, III

The Glenmede Trust Company, N.A.

BY: John M. Schulden - VP

Title: John M. Schulden - Vice President

PROPERTY FACT SHEET

PROJECT: Jefferson Marsh Tract

OWNER: Vetterlein

PARCEL LOCATION: West and east side of Courtenay Parkway, Merritt Island

PARCEL SIZE: 72.35 acres +/-

ZONING/LANDUSE: EU, Estate Use Residential District, by Brevard County

IMPROVEMENTS: None

TOPOGRAPHY: Natural state, raw land, wetlands

FLOOD ZONE: AE

TAX PARCEL ID#: 25-36-12-00-1

ASSESSED VALUE: \$36,180.00 (2024 Assessment - Property Appraiser Records)

PUBLIC UTILITIES: None

PROPERTY TRANSACTION: Date: February 22, 1965
(Clerk of the Court Records) Sale amount: \$295,000.00

TUTTLE ARMFIELD WAGNER APPRAISAL DATE: October 4, 2024
Appraisal Amount: \$543,000.00

PROPERTY VALUATION & CONSULTING, INC DATE: June 6, 2025
Appraisal Amount: \$545,000.00

LOCATION MAP

Section 12, Township 25 South, Range 36 East - District: 2

PROPERTY LOCATION: The west and east side of South Courtenay Parkway in Merritt Island.

OWNERS NAME(S): Vetterlein

