

BOARD OF COUNTY COMMISSIONERS

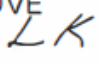
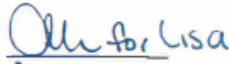
AGENDA REVIEW SHEET

AGENDA: Contract for Sale and Purchase and Addendum for a Fee Simple Parcel and Utility Easements from Wheeler Farms, Inc. for the Wastewater Treatment and Water Treatment Facilities Relocation Project – District 3

AGENCY: Public Works Department / Land Acquisition Office

AGENCY CONTACT: Lisa J. Kruse / Land Acquisition Specialist

CONTACT PHONE: 321- 350-8336

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION			<u>7/6/26</u>
Lisa Kruse			<u>06/30/2026</u>
Supervisor	<u>Amber Holley</u>		
COUNTY ATTORNEY			<u>7/10/2026</u>
Greg Hughes			
Assistant County Attorney			

CONTRACT FOR SALE AND PURCHASE
FEE SIMPLE OWNERSHIP (SPECIAL WARRANTY DEED) AND UTILITY EASEMENT
Portion of Parcels Identification Numbers 30G-38-01-HJ-* -1 and 30-38-09-00-500

SELLER: Wheeler Farms, Inc., a Florida corporation
206 Dal Hall Boulevard, Lake Placid, Florida 33852

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 Exhibits "A" and "B"

Terms: SELLER agrees to sell, and BUYER agrees to purchase, the following Property Interests: fee simple ownership by special warranty deed for the property identified and described in Exhibit "A" and utility easement rights for county utility infrastructure and maintenance only, and not for road right-of-way for the property identified and described in Exhibit "B", to be verified by a sketch and description, which has been obtained by Buyer, at Buyer's expense. Both purchases are contingent upon the other and shall be completed in accordance with the terms and conditions outlined herein, including Attachment 1 Standards for Real Estate Transactions, which are attached hereto and incorporated herein by this reference.

Purchase price: Fee Simple parcel - \$687,761.00
Utility Easement parcel - \$88,915.00

Deposit: \$2,500.00 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 on or before August 4, 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 in counterparts shall be considered for all purposes as originals.

Title evidence: At least 20 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 easement, and other necessary closing documents, delivered on or before November 6, 2026, unless modified in writing by the parties.

Warranties: The following warranties are made based on the receipt of good and valuable consideration, the sufficiency of which is hereby acknowledged, 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 BUYER. 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, including, but not limited to, the following purposes: utility services
- d. SELLER hereby represents and warrants to BUYER that SELLER has not engaged or dealt

with any agent, broker or finder, in regard to this Contract 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 BUYER and agrees to hold BUYER 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 BUYER 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 Contract 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 this 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 Contract 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 Contract. 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 Contract with a full refund of any deposits, should the results of the inspection indicate the property cannot be used for its intended purpose(s) 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. In any case, the BUYER shall not be liable to any damages to SELLER.

Condemnation: This property ☐ is ☒ is not being acquired under threat of condemnation. If so, this Contract 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 any necessary documents to effectuate the above-referenced transfer(s), including, but not limited to, a beneficial interest and disclosure affidavit as required by Section 286.23, Florida Statutes.

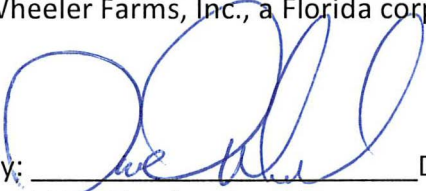
Special Clauses: ☒ See attached addendum ☐ NOT APPLICABLE

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

SELLER

_____ Date _____
Thad Altman, Chair

Wheeler Farms, Inc., a Florida corporation

By:  Date 6/29/2026
David P. Wheeler, President

Agenda Item # _____
As approved by the Board _____

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. EVIDENCE OF TITLE: A title insurance commitment will be 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 10 days from date of receiving evidence of title to examine it. If title is found defective, BUYER shall within 5 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 timeframe provided. If SELLER is unable to remove the defect(s) within such timeframe, 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 the survey shows any encroachment upon the Real Property or that improvements located on the Real Property encroach on setback lines, easements, lands of others or violate any restrictions, covenants or any applicable governmental regulation(s), 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 Contract.

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 Real Property for 90 days immediately preceding date of closing. If the Real 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, easement, bill of sale, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments, as applicable. 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 the Real 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 and easement 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 any personal property, vacate the Real Property and re-convey the Real Property to SELLER by County deed and bill of sale, as necessary. 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, this Contract for Sale and Purchase, 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, Florida Statutes, as may be 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 as damages of any kind, consideration for the execution of this Contract, and in full and complete settlement of any claims by SELLER; whereupon, BUYER and SELLER shall be relieved of all obligations under this Contract. In the alternative, 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.** Any cause of action to enforce or interpret this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida.

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. Any easement deed shall also be transferred 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 parties hereto.

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

Reviewed for legal form and content
solely for Brevard County:


Assistant County Attorney


SELLER's Initial

Addendum

This addendum is attached to and made a part of the CONTRACT FOR SALE AND PURCHASE dated this _____ day of _____, 20____ by and between Wheeler Farms, Inc., a Florida corporation, as Seller, and Brevard County, Florida as Buyer, 2725 Judge Fran Jamieson Way, Viera, Florida 32940:

For value received, the parties hereto agree as follows:

1. The parties amend said Contract for Sale and Purchase as follows:
 - a. In the section of the main contract titled "Warranties," paragraph "a" is amended to read, "SELLER warrants that there are no parties in occupancy other than SELLER, except for the existing cattle lease between the Seller and FLAM, which shall be terminated prior to closing."
 - b. The section of the main contract titled "Inspections" is amended to read, "The BUYER shall have 60 days after the Brevard County Board of County Commissioners executes this 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 60 days to provide adequate time for Buyer to conduct a Phase II assessment meeting ASTM standards. If the Phase I assessment reveals contamination this Contract 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 Contract. 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, and Seller may refuse to do so, and Buyer may terminate this Contract. 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 60-day extension for a Phase II assessment, BUYER shall have the right to terminate this Contract with a full refund of any deposits, should the results of the inspection indicate the property cannot be used for its intended purpose(s) 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. In any case, the BUYER shall not be liable to any damages to SELLER."

- c. Paragraph "L" titled "Conveyance" of Attachment 1, Standards for Real Estate Transactions, is amended to read, "SELLER shall convey title to the Real Property by special 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. Any utility easement deed shall also be transferred subject only to such matters as may be otherwise provided for herein."
2. Buyer hereby agrees to commit to 200 units of capacity for water and sewer to Seller's retained adjacent property (parent parcel ID# 30G-38-01-HJ-*-1 and 30-38-09-00-500) from the old plant and additional capacity, as needed, from the new plant when completed.
3. All other terms and conditions of the Contract for Sale and Purchase between the parties shall remain in full force and effect.

BUYER:

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By: _____
Thad Altman, Chair

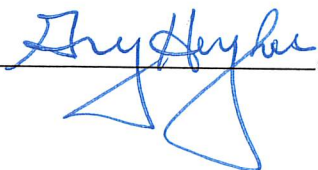
SELLER:

Wheeler Farms, Inc., a Florida
corporation

By:  _____
David P. Wheeler/ President
Date: 6/29/2026

As Approved by the Board on _____, 2026
Agenda Item # _____

Reviewed for legal form and content:

 _____, (Assistant) County Attorney

LEGAL DESCRIPTION

PARCEL #100

EXHIBIT "A"

SHEET 1 OF 4

NOT VALID WITHOUT SHEET 2 THROUGH 4 OF 4

PARENT PARCEL ID#: 30G-38-01-HJ-*1 & 30-38-09-00-500

PURPOSE: FEE SIMPLE

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL #100 (PREPARED BY SURVEYOR)

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 1155, PAGE 303, OFFICIAL RECORD BOOK 3480, PAGE 665, AND OFFICIAL RECORD BOOK 10379, PAGE 205 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA BEING PORTIONS OF TRACTS 3, 4, 5, 6, 26, 27 AND 28, SECTION 1 OF A.A. BERRY'S PLAT OF PART OF GEORGE FLEMING GRANT, AS RECORDED IN PLAT BOOK 2, PAGE 25 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND AN UNPLATTED PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 30 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

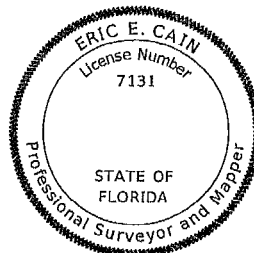
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 30 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA, THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9 NORTH 00°21'57" EAST, A DISTANCE OF 49.99 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 1155, PAGE 303 AND OFFICIAL RECORD BOOK 3480, PAGE 665 AS RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA ALSO BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF MICCO ROAD PER OFFICIAL RECORD BOOK 620, PAGE 793 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE NORTH 00°21'57" EAST, A DISTANCE OF 2,590.33 FEET TO THE SOUTHWEST CORNER OF LOT 9, RIVER RIDGE ESTATES AS RECORDED IN PLAT BOOK 57, PAGE 76 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID LOT 9, SOUTH 89°34'53" EAST, A DISTANCE OF 235.61 FEET TO THE NORTHERLY EXTENSION OF THE APPROXIMATE EXISTING WESTERLY TOP OF BANK OF A DRAINAGE DITCH AS LOCATED BY ECHO UES, INC. ON DRAWING 25-001_SURVRD04, DATED 02/02/2026; THENCE DEPARTING SAID SOUTH LINE THE FOLLOWING COURSES AND DISTANCES BEING ALONG SAID APPROXIMATE TOP OF BANK AND IT'S NORTHERLY EXTENSION, SOUTH 00°32'43" WEST, A DISTANCE OF 530.79 FEET; THENCE SOUTH 01°11'38" WEST, A DISTANCE OF 420.77 FEET; THENCE SOUTH 01°05'24" WEST, A DISTANCE OF 972.19 FEET; THENCE SOUTH 01°44'43" WEST, A DISTANCE OF 573.04 FEET; THENCE SOUTH 02°29'58" EAST, A DISTANCE OF 95.28 FEET TO A POINT ON THE AFORESAID NORTH RIGHT OF WAY LINE OF MICCO ROAD; THENCE ALONG SAID NORTH LINE NORTH 89°12'17" WEST, A DISTANCE OF 206.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 576,149 SQUARE FEET OR 13.227 ACRES, MORE OR LESS.

SURVEYORS NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 09, TOWNSHIP 30 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA BEING NORTH 00°21'57" EAST. (ASSUMED)
2. THIS SKETCH AND LEGAL DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. I HAVE REVIEWED THE FOLLOWING O&E REPORTS: FILE NUMBER 24-1361-A, DATED 12/20/2024 AND FILE NUMBER 24-1361-B, DATED 12/20/2024. ALL RECORDED EASEMENTS, SURVEY RELATED ENCUMBRANCES, EXCEPT LIENS, IDENTIFIED IN THE O&E REPORTS HAVE BEEN SHOWN OR NOTED.

I HEREBY CERTIFY THAT THE SKETCH OF DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING CHAPTER 5J-17 REQUIREMENTS OF THE FLORIDA ADMINISTRATIVE CODE.



THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Eric E Cain
Digitally signed
by Eric E Cain
Date: 2026.04.07
15:04:10 -04'00'

ERIC E. CAIN
FLORIDA PROFESSIONAL SURVEYOR &
MAPPER LS 7131

PREPARED FOR AND CERTIFIED TO:
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC DOCUMENT.

PREPARED BY:



ECHO UES, INC.
CERTIFICATION OF AUTHORIZATION 8184
12612 CHALLENGER PARKWAY, SUITE 320
ORLANDO, FLORIDA 32826
888.778.ECHO | www.echoues.com

DRAWN BY: DH

CHECKED BY: EC

PROJECT NO. 25-001

SECTION 09

DATE: 03/20/2026

DRAWING: SKETCH01

REVISIONS

DATE

DESCRIPTION

04/07/26

COUNTY COMMENTS

TOWNSHIP 30 SOUTH
RANGE 38 EAST

SKETCH OF DESCRIPTION

EXHIBIT "A"

SHEET 2 OF 4

NOT VALID WITHOUT SHEETS 1, 3 AND 4

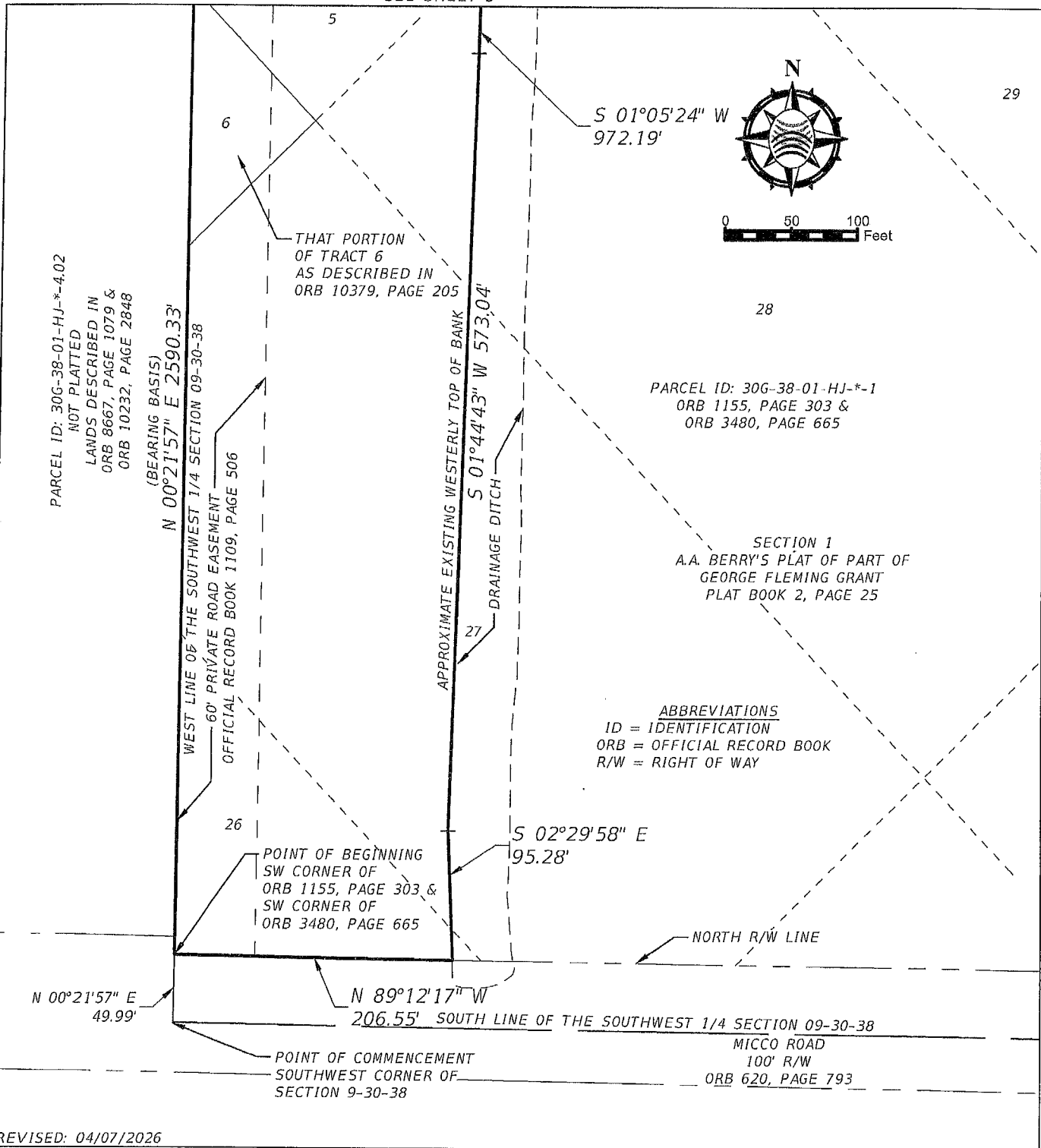
THIS IS NOT A SURVEY

PARCEL #100

PARENT PARCEL ID#: 30G-38-01-HJ-*1 & 30-38-09-00-500

PURPOSE: FEE SIMPLE

SEE SHEET 3



REVISED: 04/07/2026

PREPARED BY: ECHO UES, INC.
CERTIFICATION OF AUTHORIZATION 8184
12612 CHALLENGER PARKWAY, SUITE 320
ORLANDO, FLORIDA 32826
888.778.ECHO | www.echoues.com



SCALE:
1"=100'
PROJECT NO.:
25-001

SECTION 09
TOWNSHIP 30 SOUTH
RANGE 38 EAST

SKETCH OF DESCRIPTION

PARCEL #100

PARENT PARCEL ID#: 30G-38-01-HJ-*1 & 30-38-09-00-500

PURPOSE: FEE SIMPLE

EXHIBIT "A"

SHEET 3 OF 4

NOT VALID WITHOUT SHEETS 1, 2 AND 4

THIS IS NOT A SURVEY

SEE SHEET 4

PARCEL ID: 30-38-08-00-750
NOT PLATTED
LANDS DESCRIBED IN
ORB 8667, PAGE 1079 &
ORB 10232, PAGE 2848

60' PRIVATE ROAD EASEMENT
OFFICIAL RECORD BOOK 1109, PAGE 506

S 01°11'38" W
420.77'



0 50 100 Feet

3

ABBREVIATIONS

ID = IDENTIFICATION
ORB = OFFICIAL RECORD BOOK
R/W = RIGHT OF WAY

SECTION 1
A.A. BERRY'S PLAT OF PART OF
GEORGE FLEMING GRANT
PLAT BOOK 2, PAGE 25

4

PARCEL ID: 30G-38-01-HJ-*1
ORB 1155, PAGE 303 &
ORB 3480, PAGE 665

30

29

(BEARING BASIS)
N 00°21'57" E 2590.33'

WEST LINE OF THE SOUTHWEST 1/4 SECTION 09-30-38

APPROXIMATE EXISTING WESTERLY TOP OF BANK
S 01°05'24" W 972.19'

DRAINAGE DITCH

SEE SHEET 2

REVISED: 04/07/2026

PREPARED BY: ECHO UES, INC.
CERTIFICATION OF AUTHORIZATION 8184
12612 CHALLENGER PARKWAY, SUITE 320
ORLANDO, FLORIDA 32826
888.778.ECHO | www.echoues.com

 **ECHO**
UTILITY ENGINEERING & SURVEY

SCALE:

1"=100'

PROJECT NO.:

25-001

SECTION 09

TOWNSHIP 30 SOUTH
RANGE 38 EAST

SKETCH OF DESCRIPTION

PARCEL #100

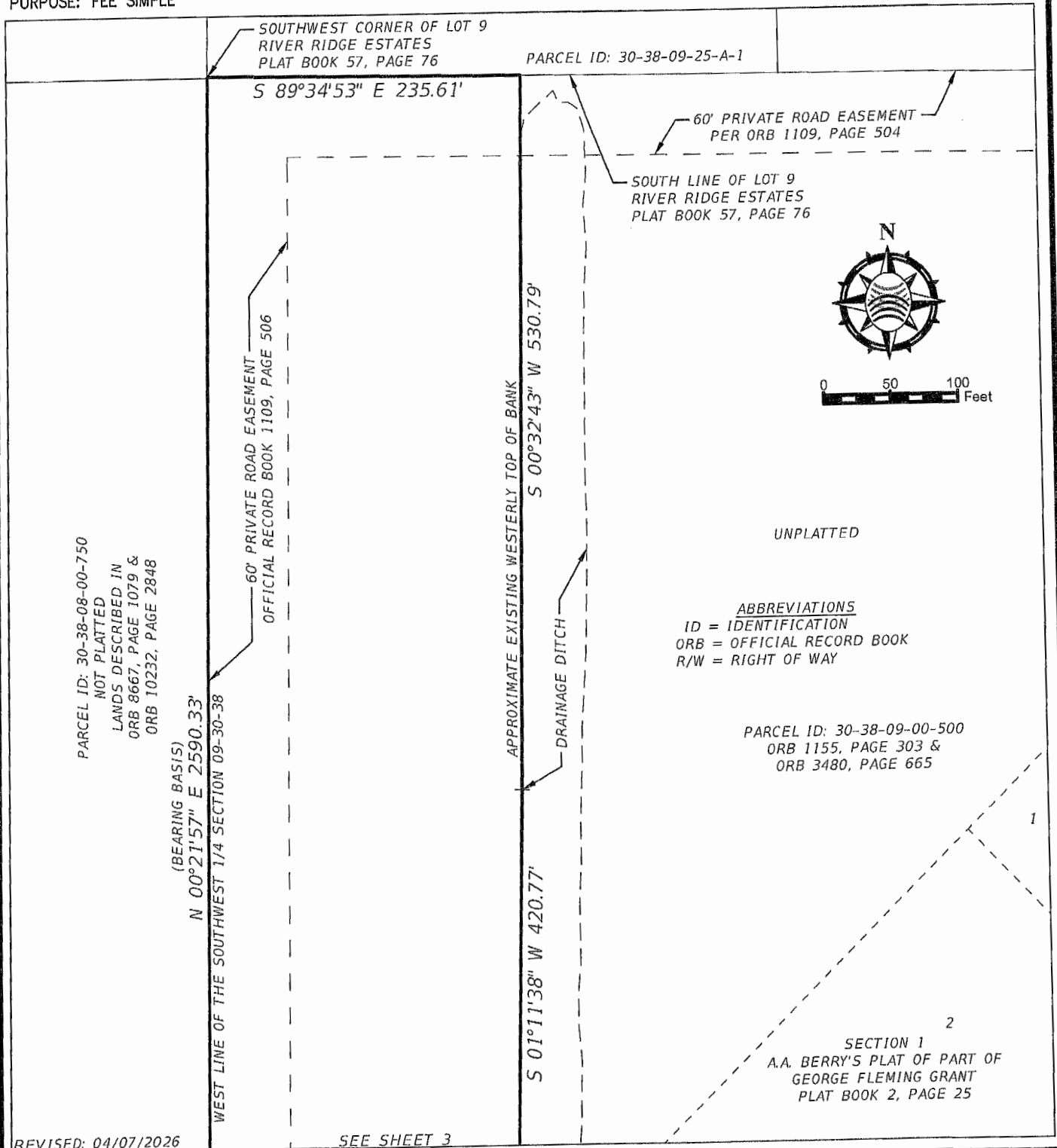
PARENT PARCEL ID#: 30G-38-01-HJ-*-1 & 30-38-09-00-500
PURPOSE: FEE SIMPLE

EXHIBIT "A"

SHEET 4 OF 4

NOT VALID WITHOUT SHEETS 1, 2 AND 3

THIS IS NOT A SURVEY



PREPARED BY: ECHO UES, INC.
CERTIFICATION OF AUTHORIZATION 8184
12612 CHALLENGER PARKWAY, SUITE 320
ORLANDO, FLORIDA 32826
888.778.ECHO | www.echoues.com



SCALE: 1"=100'
PROJECT NO.: 25-001

SECTION 09
TOWNSHIP 30 SOUTH
RANGE 38 EAST

LEGAL DESCRIPTION

PARCEL #800 AND #800A

PARENT PARCEL ID#: 30G-38-01-HJ-*-1

PURPOSE: UTILITY EASEMENT

EXHIBIT "B"

SHEET 1 OF 5

NOT VALID WITHOUT SHEET 2 THROUGH 5 OF 5

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL #800 AND #800A (PREPARED BY SURVEYOR)

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 1155, PAGE 303 AND OFFICIAL RECORD BOOK 3480, PAGE 665 AS RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA BEING PORTIONS OF TRACTS 26, 27, 36, 37, 38, 61, 63 AND 64, SECTION 1 OF A.A. BERRY'S PLAT OF PART OF GEORGE FLEMING GRANT, AS RECORDED IN PLAT BOOK 2, PAGE 25 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 800

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 30 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA, THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9 NORTH 00°21'57" EAST, A DISTANCE OF 49.99 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 1155, PAGE 303 AND OFFICIAL RECORD BOOK 3480, PAGE 665 AS RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA ALSO BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF MICCO ROAD AS DESCRIBED IN OFFICIAL RECORD BOOK 620, PAGE 793 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 89°12'17" EAST, A DISTANCE OF 206.55 FEET TO THE APPROXIMATE EXISTING WESTERLY TOP OF BANK OF A DRAINAGE DITCH AS LOCATED BY ECHO UES, INC. ON DRAWING 25-001 SURVRD04, DATED 02/02/2026, ALSO BEING THE POINT OF BEGINNING OF PARCEL 800; THENCE ALONG SAID APPROXIMATE TOP OF BANK NORTH 02°29'58" WEST, A DISTANCE OF 75.12 FEET TO A POINT THAT IS 75.00 FEET NORTH OF AND PARALLEL WITH SAID RIGHT OF WAY LINE; THENCE ALONG SAID PARALLEL LINE, SOUTH 89°12'17" EAST, A DISTANCE OF 1,322.31 FEET TO A POINT ON THE WESTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 6955, PAGE 2521 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA BEING THE WESTERLY LINE OF TRACT 62, SECTION 1 OF A.A. BERRY'S PLAT OF PART OF GEORGE FLEMING GRANT, AS RECORDED IN PLAT BOOK 2, PAGE 25 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY LINE SOUTH 43°14'09" EAST, A DISTANCE OF 104.32 FEET TO A POINT ON THE AFORESAID RIGHT OF WAY LINE, ALSO KNOWN AS POINT "A"; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 89°12'17" WEST, A DISTANCE OF 1,390.49 FEET TO THE POINT OF BEGINNING OF PARCEL 800.

CONTAINING 101,730 SQUARE FEET OR 2.335 ACRES, MORE OR LESS.

TOGETHER WITH (SEE SHEET 2 OF 5)

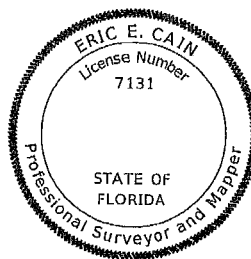
SURVEYORS NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 09, TOWNSHIP 30 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA BEING NORTH 00°21'57" EAST. (ASSUMED)

2. THIS SKETCH AND LEGAL DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

3. I HAVE REVIEWED THE FOLLOWING O&E REPORTS: FILE NUMBER 24-1361-A, DATED 12/20/2024 AND FILE NUMBER 24-1361-B, DATED 12/20/2024. ALL RECORDED EASEMENTS, SURVEY RELATED ENCUMBRANCES, EXCEPT LIENS, IDENTIFIED IN THE O&E REPORTS HAVE BEEN SHOWN OR NOTED.

I HEREBY CERTIFY THAT THE SKETCH OF DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING CHAPTER 5J-17 REQUIREMENTS OF THE FLORIDA ADMINISTRATIVE CODE.



THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

**Eric E
Cain**

Digitally signed
by Eric E Cain
Date: 2026.04.07
15:04:59 -04'00'

ERIC F. CAIN
FLORIDA PROFESSIONAL SURVEYOR &
MAPPER LS 7131

PREPARED FOR AND CERTIFIED TO:
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

PRINTED COPIES OF THIS DOCUMENT ARE NOT
CONSIDERED SIGNED AND SEALED. THE SIGNATURE
MUST BE VERIFIED ON THE ELECTRONIC DOCUMENT.

PREPARED BY:



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DRAWN BY: DH

CHECKED BY: EC

PROJECT NO. 25-001

DATE: 03/20/2026

DRAWING: SKETCH02

REVISIONS

DATE

DESCRIPTION

04/07/26

COUNTY COMMENTS

SECTION 09
TOWNSHIP 30 SOUTH
RANGE 38 EAST

LEGAL DESCRIPTION

PARCEL #800 AND #800A

PARENT PARCEL ID#: 30G-38-01-HJ-*-1
PURPOSE: UTILITY EASEMENT

EXHIBIT "B"

SHEET 2 OF 5

NOT VALID WITHOUT SHEET 1, 3, 4 AND 5 OF 5

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (CONTINUED FROM SHEET 1 OF 5)

PARCEL 800A

COMMENCING AT AFORESAID POINT "A", BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF MICCO ROAD, THENCE SOUTH 89°12'17" EAST, A DISTANCE OF 468.84 FEET TO A POINT ON THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 6955, PAGE 2521 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA BEING THE EASTERLY LINE OF TRACT 62, SECTION 1 OF A.A. BERRY'S PLAT OF PART OF GEORGE FLEMING GRANT, AS RECORDED IN PLAT BOOK 2, PAGE 25 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, ALSO BEING THE POINT OF BEGINNING OF PARCEL 800A; THENCE ALONG SAID EASTERLY LINE NORTH 43°24'24" WEST, A DISTANCE OF 104.62 FEET TO A POINT ON A LINE 75.00 FEET NORTH OF AND PARALLEL WITH THE AFORESAID NORTH RIGHT OF WAY LINE; THENCE ALONG SAID PARALLEL LINE, SOUTH 89°12'17" EAST, A DISTANCE OF 665.84 FEET TO A POINT ON THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 1155, PAGE 303 AND OFFICIAL RECORD BOOK 3480, PAGE 665 AS RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY LINE SOUTH 00°13'35" WEST, A DISTANCE OF 75.00 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 89°12'17" WEST, A DISTANCE OF 593.65 FEET TO THE POINT OF BEGINNING OF PARCEL 800A.

CONTAINING 47,231 SQUARE FEET OR 1.084 ACRES, MORE OR LESS.

TOTAL: CONTAINING 148,961 SQUARE FEET OR 3.420 ACRES, MORE OR LESS.

REVISED: 04/07/2026

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SCALE: 1"=100'

PROJECT NO.: 25-001

SECTION 09
TOWNSHIP 30 SOUTH
RANGE 38 EAST

SKETCH OF DESCRIPTION PARCEL #800 AND #800A

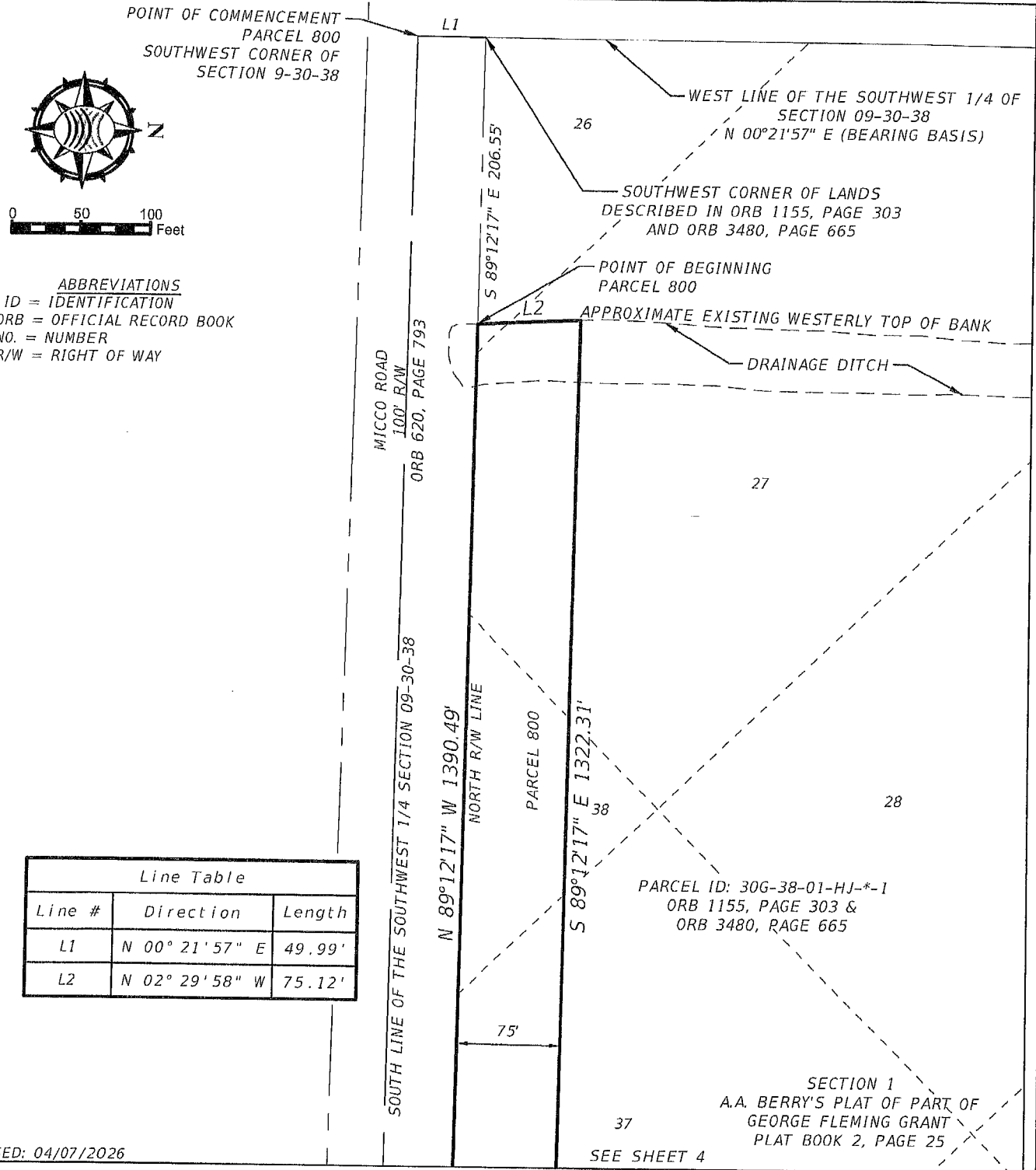
PARENT PARCEL ID#: 30G-38-01-HJ-*-1
PURPOSE: UTILITY EASEMENT

EXHIBIT "B"

SHEET 3 OF 5

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REVISED: 04/07/2026

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SECTION 09
TOWNSHIP 30 SOUTH
RANGE 38 EAST

SKETCH OF DESCRIPTION

PARCEL #800 AND #800A

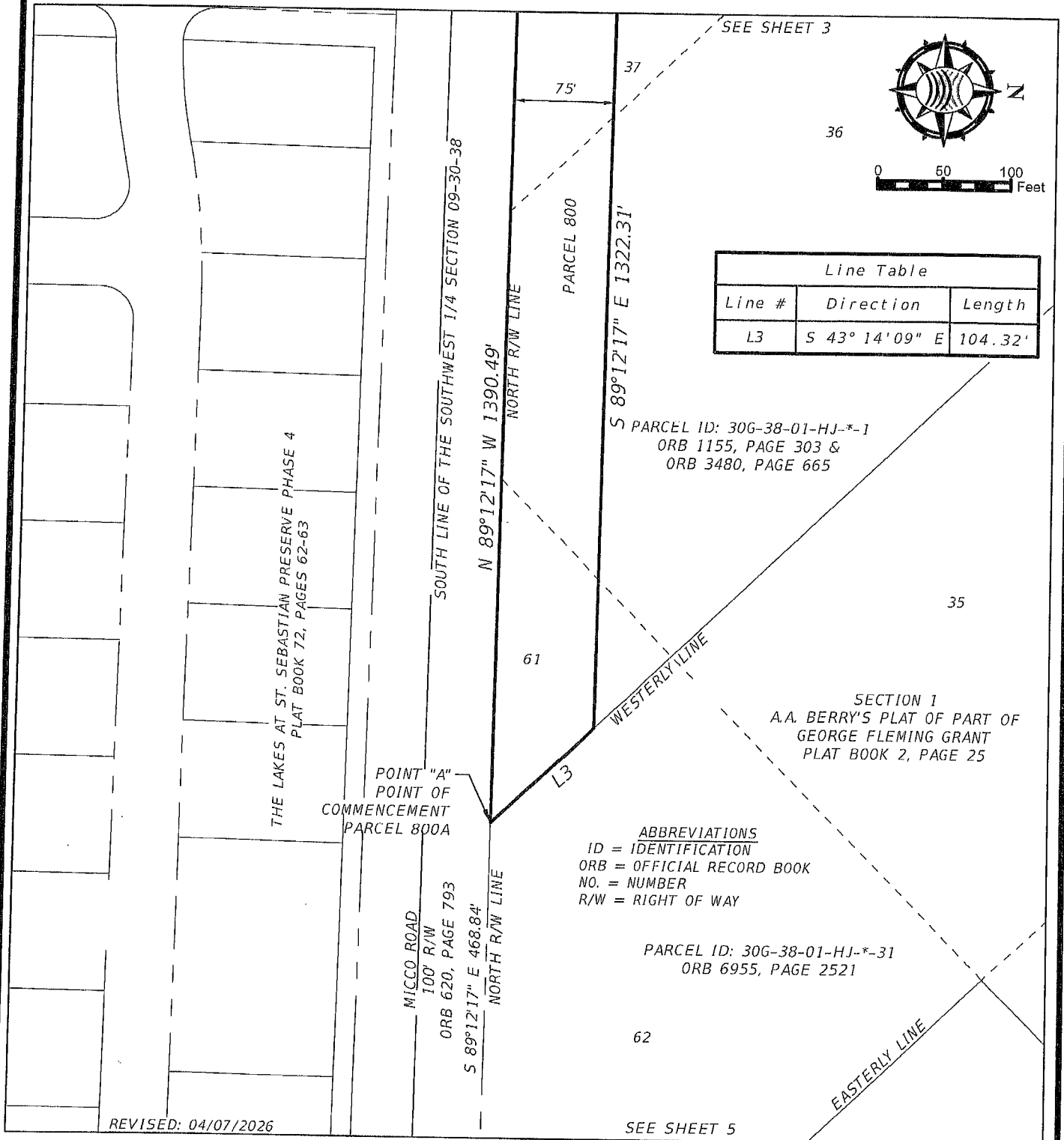
PARENT PARCEL ID#: 30G-38-01-HJ--*-1
PURPOSE: UTILITY EASEMENT

EXHIBIT "B"

SHEET 4 OF 5

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SECTION 09
TOWNSHIP 30 SOUTH
RANGE 38 EAST

SKETCH OF DESCRIPTION

PARCEL #800 AND #800A

PARENT PARCEL ID#: 30G-38-01-HJ-*-1

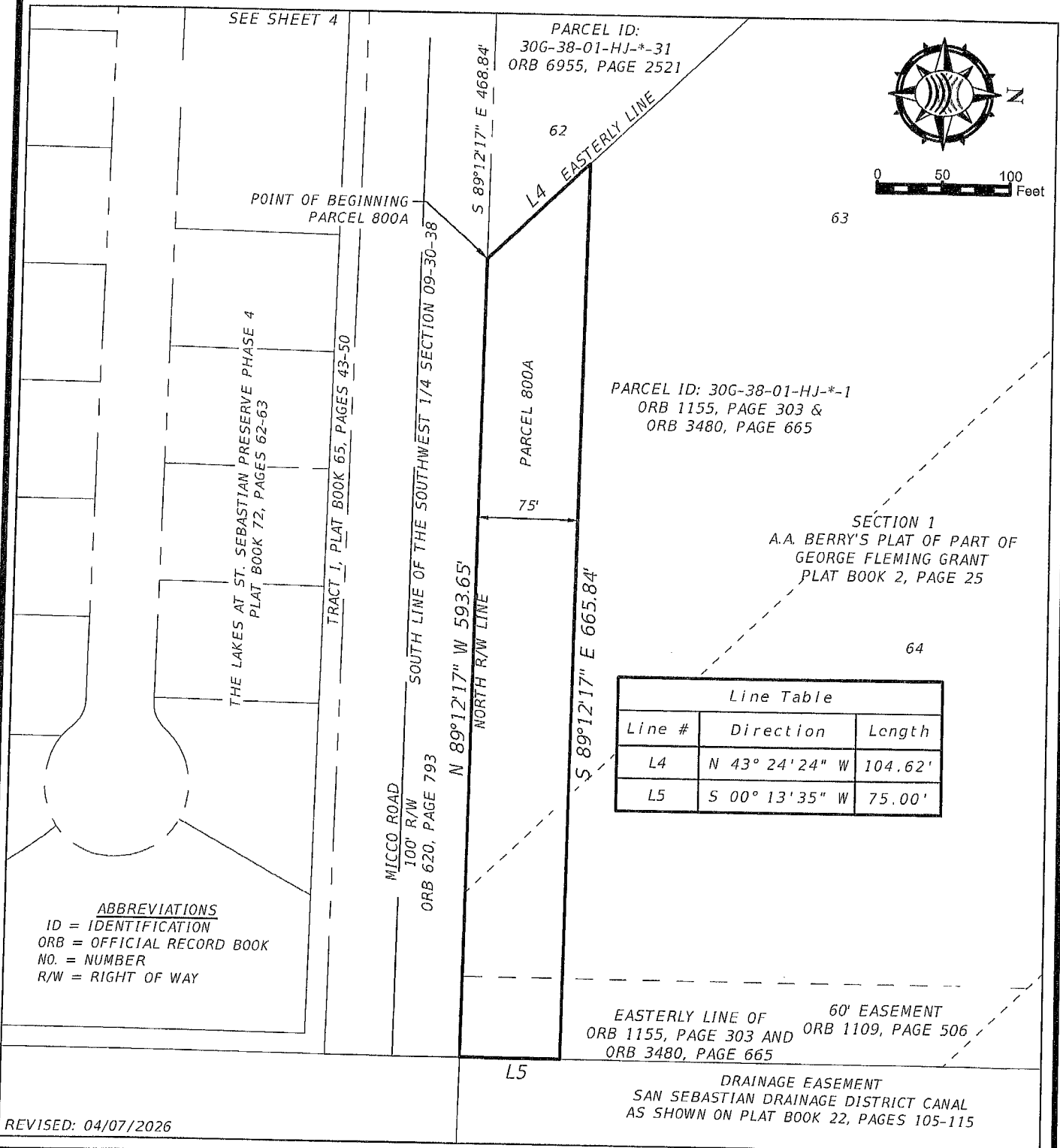
PURPOSE: UTILITY EASEMENT

EXHIBIT "B"

SHEET 5 OF 5

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SECTION 09
TOWNSHIP 30 SOUTH
RANGE 38 EAST

PROPERTY FACT SHEET

(FEE SIMPLE PURCHASE)

PROJECT: Wastewater Treatment and Water Treatment Facilities Relocation Project

OWNER: Wheeler Farms, Inc.

PARENT PARCELS 1 & 2 LOCATION: North of Micco Road, Palm Bay

SIZE (PARENT PARCELS 1 & 2): 122.70 acres total

SIZE (FEE SIMPLE PORTION TO BE PURCHASED): 13.227 acres

ZONING/LANDUSE: Rural Residential/Agricultural

IMPROVEMENTS: None/Vacant

TOPOGRAPHY: Suitable for Rural Residential/Agricultural Use

FLOOD ZONE: X

TAX PARCEL ID#: 30G-38-01-HJ-*-1 (Parcel 1) and ID#: 30-38-09-00-500 (Parcel 2)

ASSESSED VALUE: \$1,285,200.00 (2025 Assessment - Property Appraiser Records – Parcel 1)
\$1,168,800.00 (2025 Assessment – Property Appraisers Records – Parcel 2)

PUBLIC UTILITIES: Public Electricity, Well, Septic

PROPERTY TRANSACTION (PARENT PARCELS 1 & 2): Date: May 30, 1995
(Clerk of the Court Records) Sale amount: \$3,810,500.00

TUTTLE ARMFIELD WAGNER APPRAISAL DATE: September 24, 2025
Appraisal Amount: \$6,380,000.00 (Parent Parcels 1 & 2)

EMINENT VALUATIONS APPRAISAL DATE: October 28, 2025
Appraised Value: \$6,380,000.00 (Parent Parcels 1 & 2)

PROPERTY FACT SHEET

(Utility Easements Purchase)

PROJECT: Wastewater Treatment and Water Treatment Facilities Relocation Project

OWNER: Wheeler Farms, Inc.

LOCATION (PARENT PARCELS 1 & 2): along the north side of Micco Road, Palm Bay

SIZE (PARENT PARCELS 1 & 2): 122.70 acres total

EASEMENT AREA: 2.335 acres

ZONING/LANDUSE: Rural Residential/Agricultural

IMPROVEMENTS: None/Vacant

TOPOGRAPHY: Suitable for Rural Residential/Agricultural Use

FLOOD ZONE: X

TAX PARCEL ID#: 30G-38-01-HJ-*-1 (Parcel 1) and ID#: 30-38-09-00-500 (Parcel 2)

ASSESSED VALUE: \$1,285,200.00 (2025 Assessment - Property Appraiser Records – Parcel 1)
\$1,168,800.00 (2025 Assessment – Property Appraisers Records – Parcel 2)

PUBLIC UTILITIES: Public Electricity, Well, Septic

PROPERTY TRANSACTION (PARENT PARCELS 1 & 2): Purchase date: May 30, 1995
(Clerk of the Court Records) Sale amount: \$3,810,500.00

TUTTLE ARMFIELD WAGNER APPRAISAL DATE: September 24, 2025
Appraisal Amount: \$6,380,000.00 (Parent Parcels 1 & 2)

EMINENT VALUATIONS APPRAISAL DATE: October 28, 2025
Appraised Value: \$6,380,000.00 (Parent Parcels 1 & 2)

LOCATION MAP

Sections 01 and 09, Townships 30G and 30 South, Range 38 East – District 3

PROPERTY LOCATION: South of Dottie Drive and on the north side of Micco Road in Palm Bay.

OWNERS NAME(S): Wheeler Farms, Inc.

