

AGREEMENT

AGREEMENT made this ____ day of _____, 2021, by and between the Board of County Commissioners of Indian River County, Florida (hereinafter "COUNTY") and Steve Martin and Terrienne Martin, husband and wife (hereinafter "OWNERS").

WHEREAS, COUNTY is in the process of acquiring certain lands necessary for the widening and improvement of 66th Avenue as well as lands necessary to make improvements on intersecting side streets such as 65th Street; and

WHEREAS, OWNERS own certain real property abutting 65th Street; and

WHEREAS, a portion of the lands owned by OWNERS (herein designated as Parcel 304) are necessary for the COUNTY to make its planned improvements to 65th Street; and

WHEREAS, the COUNTY and OWNERS desire to amicably resolve all issues related to the acquisition of Parcel 304 by COUNTY on the following terms and conditions.

NOW, THEREFORE, COUNTY and OWNERS agree as follows:

1. The above-referenced recitals are true and correct and incorporated herein by reference.
2. Within twenty (20) days from the date of approval of this Agreement by the Indian River County Board of County Commissioners, OWNERS shall convey to COUNTY, by Warranty Deed, the parcel designated as Parcel 304 as legally described in attached Exhibit A. Ad valorem real estate taxes for Parcels 304 shall be prorated as of the date of closing. Non-ad valorem taxes shall be paid in full by the OWNERS.
3. OWNERS shall convey marketable title to Parcel 304 to COUNTY free and clear of any mortgages, liens or other encumbrances of any nature. OWNERS shall obtain partial releases of mortgage and such other documents as may be necessary in order to convey free and clear title to COUNTY.
4. Upon delivery of the above-referenced Warranty Deed and in consideration for the conveyance, COUNTY shall:
 - a. Make payment to OWNERS in the amount of \$27,500 for Parcel 304 less prorated taxes and assessments.
 - b. Make payment to OWNERS in the amount of \$11,267.00 in reimbursement for attorney's fees, expert costs and other costs and expenses of any nature.

- c. At the time of construction of the 65th Street improvements by COUNTY, COUNTY shall install a 20 foot wide concrete driveway and culvert with mitered end as depicted on the 65th Street Plan and Profile sheet attached as Exhibit B.
 - d. At the time of commencement of the 65th Street improvements by COUNTY, COUNTY shall stake the new right-of-way/property line so that OWNERS may install a new fence and gate at the new south property line. OWNERS shall be fully responsible for all costs and expenses of the installation of the new fence and gate.
 - e. OWNERS shall seek no other compensation or payment of any nature from COUNTY arising from or related to the acquisition of the lands subject to this Agreement. COUNTY shall be responsible for recording costs and documentary stamps, if any, due concerning the above conveyance.
5. This Agreement is subject to and contingent upon approval of the Board of County Commissioners of Indian River County. In the event such approval is not obtained, this Agreement shall be null and void and shall not be admissible in evidence in any Court proceedings pertaining to COUNTY'S acquisition of Parcel 304.

DATED on the day and year first above written.

Terrienne Martin, OWNER

Steve Martin, OWNER

Approved as to form and
Legal Sufficiency

Mickey Barkett
Attorney for the OWNERS

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

BY: _____
Joseph E. Flescher, Chairman

BCC Approved: _____

Attest: Jeffrey R. Smith, Clerk of Court and
Comptroller

By: _____
Deputy Clerk

Approved as to form and legal sufficiency

William K. DeBaal
Deputy County Attorney

Approved:

By _____
Jason E. Brown
County Administrator