

AGREEMENT TO PURCHASE AND SELL REAL ESTATE

THIS AGREEMENT is entered into as of the ____ day of November, 2021, by and between the Indian River County Solid Waste Disposal District, a dependent special district of Indian River County, whose address is 1801 27th Street, Vero Beach, FL 32960 (“District”), and MWI Corporation, a Florida for profit corporation, whose address is 33 NW 2nd Street, Deerfield Beach, FL 33441 (“MWI”).

WHEREAS, the District owns a 39.75-acre parcel of unproved land located on 9th Street SW, Vero Beach, FL 32967 on the south side of 9th Street SW and to the north of 13th Street SW as depicted on the aerial photo attached as Exhibit “A”; and

WHEREAS, the parcel is zoned IG, General Industrial, and lies inside of the Urban Services Boundary; and

WHEREAS, MWI owns a parcel of property at 7775 9th Street SW, Vero Beach, FL which lies adjacent to the east of the District’s 39.75-acre parcel; and

WHEREAS, MWI uses the 7775 9th Street SW location for operating their business of building, refurbishing and repairing large pumps and water control devices; and

WHEREAS, MWI seeks to expand their location on 9th Street SW as MWI has seen an increase in demand for their equipment in Indian River and surrounding counties; and

WHEREAS, in order to support the economic growth of Indian River County and encourage expansion of small local businesses, the District is willing to sell MWI 10 acres of the 39.75-acre tract that lies adjacent to MWI’s existing operation, as depicted on the sketch and legal description attached as Exhibit “B”, herein after referred to as the “Property”; and

WHEREAS, MWI consents to have certain deed restrictions placed on the Property.

NOW THEREFORE, in consideration of the mutual undertakings herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

Recitals. The above recitals are true and correct and are incorporated herein.

1. Agreement to Purchase and Sell. The District hereby agrees to sell to MWI, and the MWI hereby agrees to purchase from the District, upon the terms and conditions set forth in this Agreement, the 10.0-acre parcel of real property and more specifically described in Exhibit “B” attached and incorporated by reference herein.

2. Purchase Price; Effective Date. The purchase price (the “Purchase Price”) for the Property shall be FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000.00). The

Purchase Price shall be paid on the Closing Date. The Effective Date of this Agreement shall be the date upon which the District approves the execution of this Agreement by the Indian River County Solid Waste Disposal District at a formal meeting of such District.

3. Title to the Property. The District shall convey marketable title to the Property by county deed free of claims, liens, easements and encumbrances of record or known to the District; but subject to property taxes for the year of Closing and subject to covenants, restrictions and public utility easements of record provided (a) there exists at Closing no violation of any of the foregoing; and (b) none of the foregoing prevents MWI's intended use and development of the Property.

4.0 MWI may order an Ownership and Encumbrance Report with respect to the Property. MWI shall, within thirty (30) days from receipt of the Ownership and Encumbrance Report, deliver written notice to the District of title defects. Title shall be deemed acceptable to MWI if (a) MWI fails to deliver notice of defects within the time specified, or (b) MWI delivers notice and the District cures the defects within thirty (30) days from receipt of notice from MWI of title defects ("Curative Period"). The District shall use best efforts to cure the defects within the Curative Period and if the title defects are not cured within the Curative Period, MWI shall have thirty (30) days from the end of the Curative Period to elect, by written notice to the District, to: (i) terminate this Agreement, whereupon it shall be of no further force and effect, or (ii) extend the Curative Period for up to an additional 90 days; or (iii) accept title subject to existing defects and proceed to closing.

5. Representations of The District.

5.1 The District is indefeasibly seized of marketable, fee simple title to the Property, and is the sole owner of and has good right, title and authority to convey and transfer the Property, which is the subject matter of this Agreement, free and clear of all liens and encumbrances.

5.2 From and after the Effective Date of this Agreement, the District shall take no action which would impair or otherwise affect title to any portion of the Property, and shall record no documents in the Public Records which would affect title to the Property, without the prior written consent of MWI.

5.3 There are no existing or pending special assessments affecting the Property, which are or may be assessed by any governmental authority, water or sewer authority, school district, drainage district or any other special taxing district.

6. Default.

6.1 In the event the District shall fail to perform any of its obligations hereunder, MWI shall be entitled to: (i) terminate this Agreement by written notice delivered to the District at or prior to the Closing Date, and pursue all remedies available

hereunder and under applicable law; (ii) obtain specific performance of the terms and conditions hereof; or (iii) waive The District's default and proceed to Closing.

6.2 In the event of a default by MWI, the District shall be entitled, as its sole remedy hereunder, to terminate this Agreement. The District shall have no claim for specific performance, damages or otherwise against MWI.

7. Closing.

7.1 The closing of the transaction contemplated herein ("Closing" and "Closing Date") shall take place within 45 days following the Effective Date of this Agreement. The parties agree that the Closing shall be as follows:

(a) The District shall execute and deliver to MWI a county deed conveying marketable title to the Property, free and clear of all liens and encumbrances and in the condition required by paragraphs 3 and 4 respectively.

(b) The District shall have removed all of its personal property and equipment from the Property and shall deliver possession of the Property to MWI vacant and in the same or better condition that existed at the Effective Date hereof.

(c) If the District is obligated to discharge any encumbrances at or prior to Closing and fails to do so, MWI may use a portion of Purchase Price funds to satisfy the encumbrances.

(d) The District shall deliver to MWI an affidavit, in form acceptable to MWI, certifying that The District is not a non-resident alien or foreign entity, such that The District and such interest holders are not subject to tax under the Foreign Investment and Real Property Tax Act of 1980.

(e) The District and MWI shall each deliver to the other such other documents or instruments as may reasonably be required to Close this transaction, including any corrective documents.

7.2. Closing Costs; Expenses. MWI shall be responsible for preparation of all Closing documents. MWI shall pay the following expenses at Closing:

(a) The cost of recording the warranty deed and any release or satisfaction obtained by Seller pursuant to this Agreement.

(b) Documentary Stamps required to be affixed to the warranty deed.

(c) All costs and premiums for the owner's marketability title insurance commitment and policy, if any.

8. Prorations. All taxes and special assessments which are a lien upon the property on or prior to the Closing Date (except current taxes which are not yet due and payable) shall be paid by MWI. If the Closing Date occurs during the time interval commencing on November 2 and ending on December 31, MWI shall pay all current real estate taxes and special assessments levied against the Property, prorated based on the "due date" of

such taxes established by the taxing authority having jurisdiction over the Property. If the Closing Date occurs between January 1 and November 1, MWI shall, in accordance with Florida Statutes Section 196.295, deposit into escrow with the Tax Collector, an amount equal to the current real estate taxes and assessments, prorated to the Closing Date.

9. Miscellaneous.

9.1 Controlling Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue shall be in Indian River County for all state court matters, and in the Southern District of Florida for all federal court matters.

9.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to this transaction and supersedes all prior agreements, written or oral, between the District and MWI relating to the subject matter hereof. Any modification or amendment to this Agreement shall be effective only if in writing and executed by each of the parties.

9.3 Assignment and Binding Effect. Neither MWI nor the District may assign its rights and obligations under this Agreement without the prior written consent of the other party. The terms hereof shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

9.4 Notices. Any notice shall be deemed duly served if personally served or if mailed by certified mail, return receipt requested, or if sent via "overnight" courier service or facsimile transmission, as follows:

If to MWI: MWI Corporation
33 NW 2nd Street
Deerfield Beach, FL 33441
Attn: Marc Boudet

If to the District: Indian River County Solid Waste Disposal District
1801 27th Street
Vero Beach, FL 32960
Attn: Utilities Director

Either party may change the information above by giving written notice of such change as provided in this paragraph.

9.5 Survival and Benefit. Except as otherwise expressly provided herein, each agreement, representation or warranty made in this Agreement by or on behalf of either party, or in any instruments delivered pursuant hereto or in connection herewith, shall survive the Closing Date and the consummation of the transaction provided for herein. The covenants, agreements and undertakings of each of the parties hereto are made solely for the benefit of, and may be relied on

only by the other party hereto, its successors and assigns, and are not made for the benefit of, nor may they be relied upon, by any other person whatsoever.

9.6 Attorney's Fees and Costs. In any claim or controversy arising out of or relating to this Agreement, each party shall bear its own attorney's fees, costs and expenses.

9.7. Counterparts. This Agreement may be executed in two or more counterparts, each one of which shall constitute an original.

9.8. District Approval Required: This Agreement is subject to approval by the Indian River County Solid Waste Disposal District as set forth in paragraph 2.

9.9 Deed Restrictions. The following deed restrictions shall be recorded against the property prior to recording the County Deed to MWI:

- A) For a period of ten (10) years following the execution of this document, the Property shall not be sold to any other party without the consent of the Indian River County Solid Waste Disposal District.
- B) For a period of ten (10) years following the execution of this document, the District shall have a right of first refusal to purchase the property back from MWI at the Purchase Price paid by MWI on the date of the sale of the Property.
- C) For a period of ten (10) years following the execution of this document, MWI covenants that it will occupy and use the Property for building and repairing pumps and for the day to day operations of MWI, and for no other purposes.
- D) For a period of ten (10) years following the execution of this document, MWI shall not unify the title to the Property with any other property owned by MWI without consent of the District.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth below.

MWI CORPORATION
Florida for profit corporation

INDIAN RIVER COUNTY SOLID
WASTE DISPOSAL DISTRICT

By: _____
Marc Boudet, Vice President

By: _____
Joseph E. Flescher, Chairman

Date Signed: _____

Date Signed: _____

ATTEST: Jeffrey R. Smith, Clerk of
the Court and Comptroller

By: _____
Deputy Clerk

Approved as to form and
legal sufficiency:

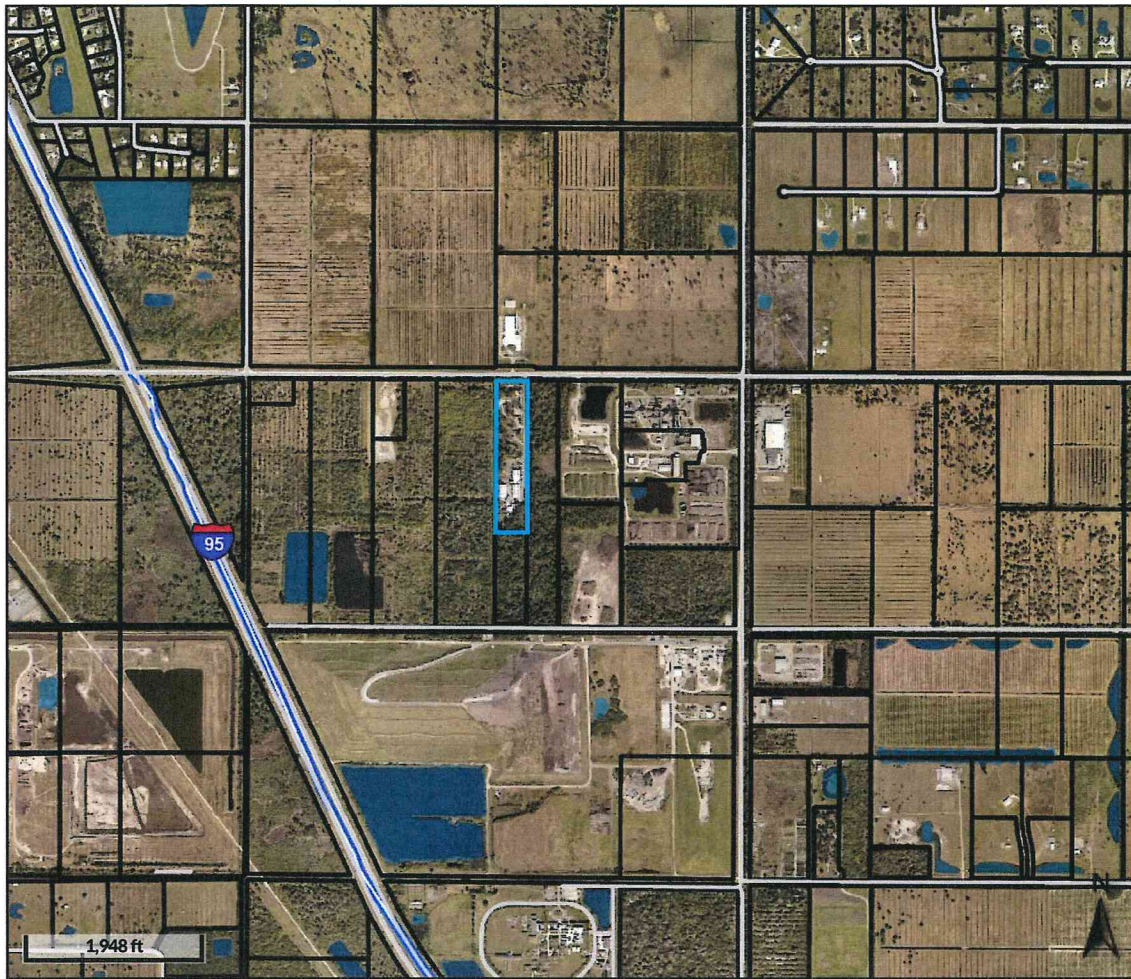
Indian River County Administrator

William K. DeBaal
Deputy County Attorney

By: _____
Jason E. Brown



Indian River County, FL



Overview



Legend

- Parcels
- Street Centerlines
- Subdivisions
- Municipal Boundaries 2
- 🏠 IRC_Private_School
- Government Facilities**
- 🏛️ FEDERAL GOVERNMENT
- 🏛️ COUNTY GOVERNMENT
- 🏛️ LOCAL GOVERNMENT
- 🎓 SCHOOL
- 🏥 HOSPITAL
- 🔥 FIRE STATION
- 👮 LAW ENFORCEMENT
- 🌳 STATE PARK
- 🌳 COUNTY PARK
- 🌳 CITY PARK
- 🚤 BOAT RAMP
- 🚤 CANOE LAUNCH
- 🚤 CANOE LANDING
- Golf Courses**
- 💧 Water

Parcel ID	33382500001002000002.0	Prop ID	64532	Owner	MWI CORPORATION	Last 2 Sales				
Sec/Twp/Rng	25-33-38	Class	4800 -	Address	33 NW 2ND ST	Date	Price	Instr	Qual	
Property	7775 9TH ST SW		Warehousing		DEERFIELD BEACH, FL					
Address	VERO BEACH	Acreage	12.05		33441	3/19/2018	\$916000	County Q	Deed	
						3/19/2018	\$916000	County Q	Deed	

[Plat Book Link](#)

District 7- COUNTY- NO SEBASTIAN INLET
Brief Tax Description INDIAN RIVER FARMS COMPANY S/D PBS 2 - 25 SEC 25 TWP 33 RNG 38 TR 2 THE W 10 AC LESS AND EXCEPT SUB-LATERAL C-4 TOGETHER WITH THAT POR IN TR 7 DESC AS BEING THE N 300 FT OF THE W HALF OF THE W HALF OF TR 7

(Note: Not to be used on legal documents)

Sketch and Legal Description for: INDIAN RIVER COUNTY

Legal Description

A PARCEL OF LAND BEING A PORTION OF TRACT 3, SECTION 25, TOWNSHIP 33 SOUTH, RANGE 38 EAST, INDIAN RIVER COUNTY, FLORIDA, ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY, AS RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID LAND NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA. SAID LAND ALSO BEING A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORD BOOK 1087, PAGE 1616, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 334.55 FEET OF THE EAST ONE-HALF (1/2) OF TRACT 3, SECTION 25, TOWNSHIP 33 SOUTH, RANGE 38 EAST, ACCORDING TO SAID LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY.

LESS AND EXCEPT THE NORTH 30.0 FEET THEREOF.

SUBJECT TO:

AN EASEMENT FOR INGRESS, EGRESS, DRAINAGE AND UTILITIES OVER THE WEST 20.0 FEET THEREOF.

CONTAINING 435,600 SQUARE FEET, (10.00 ACRES) MORE OR LESS

Surveyor's Notes

- 1). THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED WITH THE BENEFIT OF A BOUNDARY SURVEY PREPARED BY CARTER ASSOCIATES, INC., PROJECT NO. 01-580S, DATED AUGUST 15, 2001.
- 2). THIS LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS:
 - (A) PROVIDED IN ITS ENTIRETY CONSISTING OF 2 SHEETS, WITH SHEET 2 SHOWING THE SKETCH OF DESCRIPTION.
 - (B) REPRODUCTIONS OF THE DESCRIPTION AND SKETCH ARE SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
- 3). THE BEARINGS SHOWN HEREON ARE ASSUMED AND ARE REFERENCED TO THE SOUTH RIGHT OF WAY LINE OF THE INDIAN RIVER FARMS WATER CONTROL DISTRICT C-4 CANAL, SAID LINE BEARS NORTH 89°39'30" WEST AND ALL OTHERS ARE RELATIVE THERETO.


Certification

(NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER)

I HEREBY CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION OF THE PROPERTY SHOWN AND DESCRIBED HEREON WAS COMPLETED UNDER MY DIRECTION AND SAID SKETCH AND LEGAL IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR SURVEYS SET FORTH BY THE FLORIDA PROFESSIONAL BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATE STATUTES.

5-25-21
DATE OF SIGNATURE


DAVID W. SCHRYVER
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4863

Legend and Abbreviations

I.R.F.W.C.D. = INDIAN RIVER FARMS
WATER CONTROL DISTRICT

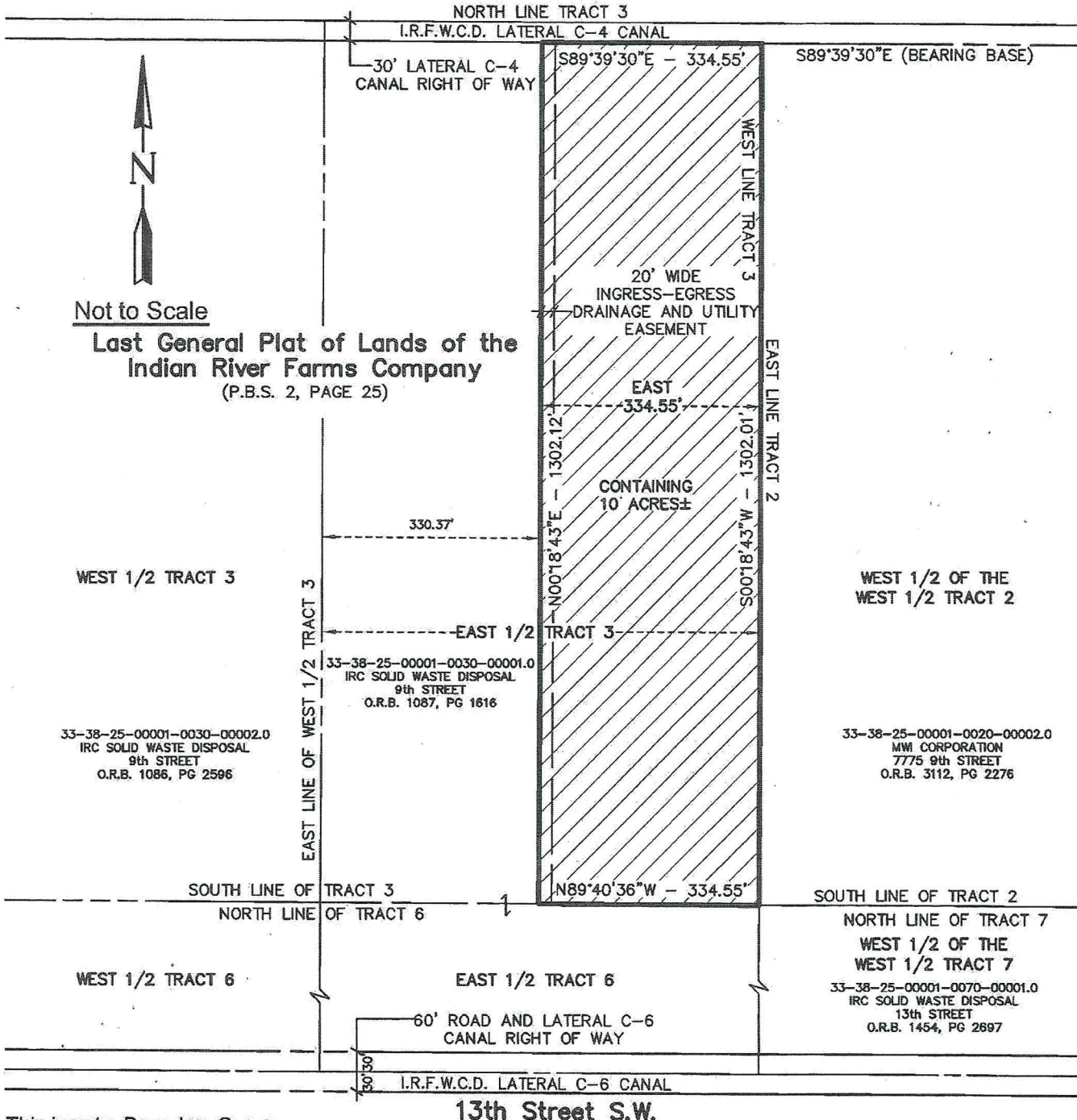
This is not a Boundary Survey

INDIAN RIVER COUNTY, FL PUBLIC WORKS DEPT./ENGINEERING DIV.	
DATE: 05/17/2021	DRAWN BY: R. INGLETT
SCALE: N/A	APPROVED BY: D. SCHRYVER
SHEET: 1 OF 2	JOB NO: IRC-2021-003

Sketch and Legal Description
for:
INDIAN RIVER COUNTY

Sketch and Legal Description for: INDIAN RIVER COUNTY

Oslo Road (9th Street S.W.)



Not to Scale

Last General Plat of Lands of the
Indian River Farms Company
(P.B.S. 2, PAGE 25)

This is not a Boundary Survey

AGENCY: INDIAN RIVER COUNTY, FL PUBLIC WORKS DEPT./ENGINEERING DIV.	
DATE: 05/17/2021	DRAWN BY: R. INGLETT
SCALE: N/A	APPROVED BY: D. SCHRYVER
SHEET: 2 OF 2	JOB NO: IRC-2021-003

Sketch and Legal Description
for:
INDIAN RIVER COUNTY