

AGREEMENT TO PURCHASE AND SELL REAL ESTATE

THIS AGREEMENT TO PURCHASE AND SELL REAL ESTATE ("Agreement") is made and entered into as of August 3, 2017, by and between the Seller, Indian River County, ("County"), a political subdivision of the State of Florida, whose address is 1801 27th Street, Vero Beach, FL 32960; and the Buyer, Youth Guidance Donation Fund of Indian River County, Inc., a Florida not for profit corporation, ("Youth Guidance"), whose address is P. O. Box 121, Vero Beach, Florida 32961.

WHEREAS, the County is the owner of real property located at 1028 20th Place, Vero Beach, FL 32960, commonly known as the Old Library; and

WHEREAS, Youth Guidance is a not for profit corporation organized for the purposes of providing mentoring and activities programs for youths of Indian River County and thereby promotes community interest and welfare for the citizens of Indian River County; and

WHEREAS, Youth Guidance has been occupying a portion of the Old Library property under a lease since 2012, and occupied the property without a formal written lease for the several years prior to 2012; and

WHEREAS, Youth Guidance has approached the County with an offer to purchase the entire Old Library property; and

WHEREAS, the Old Library is not needed for County purposes and Youth Guidance desires to use the Old Library to continue to promote community interest and welfare; and

WHEREAS, the Board of County Commissioners of Indian River County has adopted a resolution approving this sale of county owned property pursuant to Section 125.38, Florida Statutes (2017),

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and premises hereinafter recited, the County and Youth Guidance agree as follows:

1. Agreement to Purchase and Sell. The County hereby agrees to sell to Youth Guidance, and Youth Guidance hereby agrees to purchase from County, upon the terms and conditions set forth in this Agreement, that certain parcel of real property located at 1028 20th Place Vero Beach, FL 32960 and more specifically described on Exhibit "A" attached hereto and incorporated by reference, containing approximately 0.81 acres, and all improvements thereon, together with all easements, rights and uses now or hereafter belonging thereto (collectively, the "Property").
2. Purchase Price, Effective Date. The purchase price ("Purchase Price") for the

Property shall be two hundred twenty-five thousand dollars (\$225,000.00). The Purchase Price shall be paid on the Closing Date. The Effective Date of this Agreement shall be the date upon which the County approves the execution of this Agreement, either by approval by the Indian River County Board of County Commissioners at a formal meeting of such Board or by the County Administrator pursuant to his delegated authority.

3. Title. County shall convey marketable title to the Property by County Deed free of claims, liens, easements and encumbrances of record or known to County; but subject to property taxes for the year of Closing and 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 Buyer's intended use and development of the Property ("Permitted Exceptions").

4. Representations of the County.

4.1 County 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.

4.2 From and after the Effective Date of this Agreement, County 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 Youth Guidance.

4.3 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.

5. Default.

5.1 In the event Youth Guidance shall fail to perform any of its obligations hereunder, the County shall, at its sole option, be entitled to: (i) terminate this Agreement by written notice delivered to Youth Guidance at or prior to the Closing Date; or (ii) waive the Buyer's default and proceed to Closing. Neither the County nor any other person or party shall have any claim for specific performance, damages, or otherwise against Youth Guidance.

5.2 In the event the County shall fail to perform any of its obligations hereunder, Youth Guidance shall, at its sole option, be entitled to terminate this Agreement by written notice delivered to the County at or prior to the Closing Date or (ii) waive the County's default and proceed to Closing. Thereupon neither Youth Guidance nor any other person or party shall have any claim for specific performance, damages or otherwise against the County.

6. Closing.

6.1 The closing of the transaction contemplated herein ("Closing" and "Closing Date") shall take place within 30 days following the Effective Date of this Agreement. The parties agree that the Closing shall be as follows:

(a) The County shall execute and deliver to Youth Guidance a County Deed conveying marketable title to the Property, free and clear of all liens and encumbrances and in the condition required by paragraph 3.

(b) Aside from the personal property conveyed to Youth Guidance by the County under separate agreement, the County shall have removed all of its personal property and equipment from the Property and the County shall deliver possession of the Property to Youth Guidance vacant and in the same or better condition that existed at the Effective Date hereof.

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

(d) The County and Youth Guidance shall each deliver to the other such other documents or instruments as may reasonably be required to close this transaction.

6.2 Taxes. All taxes upon the property on or prior to the Closing Date (except current taxes which are not yet due and payable) shall be paid by the County.

7. Closing Costs; Expenses. Youth Guidance shall be responsible for preparation of all Closing documents.

7.1 Youth Guidance shall pay the following expenses at Closing:

7.1.1 The cost of recording the County Deed and any release or satisfaction obtained by County pursuant to this Agreement.

7.1.2 Documentary Stamps required to be affixed to the County Deed.

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

7.1.4 Current taxes which are not yet due and payable.

7.2 County shall pay the following expenses at or prior to Closing:

7.2.1 All costs necessary to cure title defect(s) or encumbrances, other than the permitted exceptions, and to satisfy or release of record all existing mortgages, liens or encumbrances upon the Property.

8. Miscellaneous.

8.1 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.

8.2 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 County and Youth Guidance 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.

8.3 Assignment and Binding Effect. Neither Youth Guidance nor County 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.

8.4 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 Youth Guidance: Youth Guidance Donation Fund of Indian River County, Inc.
P. O. Box 121
Vero Beach, Florida 32961
Phone: 772-770-5040 Fax: 772-770-5042
Email: dbarrie@youthguidanceprogram.org

If to County: Indian River County Attorney's Office
1801 27th Street
Vero Beach, FL. 32960
Phone: 772-226-1426 Fax: 772-569-4317
bdebraal@ircgov.com

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

8.5 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.

8.6 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.

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

8.8. County Approval Required. This Agreement is subject to approval by the Indian River County Board of County Commissioners as set forth in paragraph 2.

9.0 Property is Being sold "Where Is, As Is". The County makes no guaranty or warranty as to the Property or any of its structures or its contents. The sale is not contingent upon Youth Guidance obtaining financing. This sale is not contingent upon a satisfactory inspection report. Youth Guidance's initials JP

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

YOUTH GUIDANCE DONATION FUND
OF INDIAN RIVER COUNTY, INC.

INDIAN RIVER COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: Kim Prado
Print Name: Kim Prado
Title: Board Chair

By: _____
Joseph E. Flescher, Chairman

Date Signed by Buyer: _____

Date BCC Approved: _____

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

By _____
Deputy Clerk

Approved as to form and legal
sufficiency.

William K. DeBraul
Deputy County Attorney

EXHIBIT "A"

1028 20th PLACE, VERO BEACH, INDIAN RIVER COUNTY, FLORIDA

Full Legal Description:

LANGWICK SUBDIVISION, BLOCK 1, LOTS 27 TO 39 INCLUSIVE, AS RECORDED IN PLAT BOOK 1, PAGE 32 OF THE OFFICIAL RECORDS OF INDIAN RIVER COUNTY, LESS AND EXCEPT ANY RIGHT-OF-WAY OF RECORD