

AGREEMENT TO PURCHASE AND SELL REAL ESTATE
BETWEEN INDIAN RIVER COUNTY
AND
HAROLD HALL AND CHRISTINE L. HALL

THIS AGREEMENT TO PURCHASE AND SELL REAL ESTATE ("Agreement") is made and entered into as of the _____ day of _____, 2017, by and between Indian River County, a political subdivision of the State of Florida ("the County"), and **Harold Hall and Christine L. Hall, husband and wife** ("Seller") who agree as follows:

WHEREAS, Seller owns property located at **1662 N. Central Avenue, Sebastian, Florida**. A legal description of the property is attached to this agreement as Exhibit "A" and incorporated by reference herein; and

WHEREAS, the County is scheduled to install a gravity sewer project in the North Sebastian Area that will impact the Seller's property, and

WHEREAS, in order for the County to proceed with its sewer project, the County needs to purchase property to be used as a perpetual utility easement for the proposed lift station; and

WHEREAS, the County has contacted Seller and has offered to purchase the perpetual utility easement of approximately **703** square feet of property as depicted on Exhibit "A", and

WHEREAS, Seller, and the County enter into this agreement for sale and purchase of the Easement;

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and premises hereinafter, the COUNTY and SELLER agree as follows:

1. Recitals. The above recitals are affirmed as being true and correct and are incorporated herein.

2. Agreement to Purchase and Sell. The Seller hereby agrees to sell to the County, and the County hereby agrees to purchase from Seller, upon the terms and conditions set forth in this Agreement, a perpetual, exclusive utility easement over that certain parcels of real property located at **1662 N. Central Avenue**, Sebastian, Florida and more specifically described in the legal description attached as Exhibit "A", containing approximately **703** square feet, all improvements thereon, together with all easements, rights and uses now or hereafter belonging thereto. The County shall have the right but not the obligation to perform emergency maintenance on the Utility Easement.

2.1 Purchase Price, Effective Date. The purchase price ("Purchase Price") for the Perpetual Utility Easement shall be **\$4,990.00 (Four thousand nine hundred and ninety**

dollars and 00/100 Dollars). The Purchase Price shall be paid on the Closing Date. The Effective Date of this Agreement shall be the date upon which the County shall have approved 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. Seller shall convey the Utility Easement free of claims, liens, easements and encumbrances of record or known to Seller; 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 County's intended use and development of the Property ("Permitted Exceptions").

3.1 County may order an Ownership and Encumbrance Report or Title Insurance Commitment with respect to the Utility Easement. County shall within fifteen (15) days following the Effective Date of this Agreement deliver written notice to Seller of title defects. Title shall be deemed acceptable to County if (a) County fails to deliver notice of defects within the time specified, or (b) County delivers notice and Seller cures the defects within thirty (30) days from receipt of notice from County of title defects ("Curative Period"). Seller shall use best efforts to cure the defects within the Curative Period and if the title defects are not cured within the Curative Period, County shall have thirty (30) days from the end of the Curative Period to elect, by written notice to Seller, to: (i) terminate this Agreement, whereupon 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.

4. Representations of the Seller.

4.1 Seller 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 Utility Easement 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, Seller shall take no action which would impair or otherwise affect title to any portion of the Utility Easement, and shall record no documents in the Public Records which would affect title to the Utility Easement, without the prior written consent of the County.

4.3.1 There are no existing or pending special assessments affecting the Utility Easement, 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 the County shall fail to perform any of its obligations hereunder, the Seller shall, at its sole option, be entitled to: (i) terminate this Agreement by written notice

delivered to the County at or prior to the Closing Date and thereupon neither the Seller nor any other person or party shall have any claim for specific performance, damages, or otherwise against the County; or (ii) waive the County's default and proceed to Closing.

5.2 In the event the Seller 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 the Seller at or prior to the Closing Date and thereupon neither the County nor any other person or party shall have any claim for specific performance, damages or otherwise against the Seller; or (ii) obtain specific performance of the terms and conditions hereof; or (iii) waive the Seller's default and proceed to Closing:

6. Closing.

6.1 The closing of the transaction contemplated herein ("Closing" and "Closing Date") shall take place within 45 days following the execution of the contract by the Chairman of the Board of County Commissioners. The parties agree that the Closing shall be as follows:

(a) The Seller shall execute and deliver to the County a perpetual, exclusive Utility Easement over, upon and across the property described and depicted in Exhibit "B", free and clear of all liens and encumbrances and in the condition required by paragraph 3.

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

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

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

(e) The Seller and the County 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 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 the Seller.

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

7.1 County shall pay the following expenses at Closing:

7.1.1 The cost of recording the Utility Easement and any release or satisfaction obtained by Seller pursuant to this Agreement.

7.1.2 Documentary Stamps required to be affixed to the Utility Easement.

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

7.2 Seller 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 Seller and the County 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 County nor Seller 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 Seller: **Christine L. Hall**
8925 107th Avenue
Vero Beach, Florida 32967

If to County: Indian River County
1801 27th Street
Vero Beach, FL. 32960
Attn: Arjuna Weragoda

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 as set forth in paragraph 2.


8.9 Beneficial Interest Disclosure: In the event Seller is a partnership, limited partnership, corporation, trust, or any form of representative capacity whatsoever for others, Seller shall provide a fully completed, executed, and sworn beneficial interest disclosure statement in the form attached to this Agreement as an exhibit that complies with all of the provisions of Florida Statutes Section 286.23 prior to approval of this Agreement by the County. However, pursuant to Florida Statutes Section 286.23 (3) (a), the beneficial interest in any entity registered with the Federal Securities and Exchange Commission, or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public, is exempt from disclosure; and where the Seller is a non-public entity, that Seller is not required to disclose persons or entities holding less than five (5%) percent of the beneficial interest in Seller.

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

INDIAN RIVER COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

SELLER

Joseph E. Flescher, Chairman

 9/27/17

Christine L. Hall DATE

Approved by BCC _____

SELLER

 9/27/17

Harold Hall DATE

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

By: _____
Deputy Clerk

Approved:

Jason E. Brown, County Administrator

Approved as to Form and Legal Sufficiency:

William K. DeBraal, Deputy County Attorney

Exhibit "A"
Legal Description and Sketch
for Sewer Lift Station Easement
for North County Sewer Project
Indian River County, Florida

SURVEYORS NOTES

- 1) THE BEARING BASIS FOR ALL DESCRIPTIONS CONTAINED HEREIN IS THE EASTERLY RIGHT OF WAY LINE OF CENTRAL AVENUE WHICH BEARS NORTH 26°42'51" WEST.
- 2) THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
- 3) THIS SKETCH MEETS THE STANDARDS OF PRACTICE FOR SURVEYING AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LEGEND

R/W	RIGHT-OF-WAY
NO.	NUMBER
R	RADIUS
L	LENGTH
CH	CHORD DISTANCE
CB	CHORD BEARING
O.R.B.	OFFICIAL RECORD BOOK
PG.	PAGE
N	NORTH
S	SOUTH
E	EAST
W	WEST

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 30 OF THE FLEMING GRANT, INDIAN RIVER COUNTY, FLORIDA AND BEING A PORTION OF THAT CERTAIN PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 2792, PAGE 127 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHWEST CORNER OF THE SAID PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 2792, PAGE 127 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA; THENCE NORTH 84°09'31" EAST ALONG THE NORTHERLY LINE OF SAID PROPERTY A DISTANCE OF 26.76 FEET; THENCE SOUTH 26°42'51" EAST A DISTANCE OF 19.72 FEET; THENCE SOUTH 44°51'43" WEST A DISTANCE OF 16.69 FEET; THENCE SOUTH 63°17'09" WEST A DISTANCE OF 9.16 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF CENTRAL AVENUE; THENCE NORTH 26°42'51" WEST ALONG SAID EASTERLY RIGHT OF WAY A DISTANCE OF 34.53 FEET TO THE POINT OF BEGINNING.
 CONTAINING 702.4 SQUARE FEET, MORE OR LESS.

Sheet 1 of 2
 Not Valid Without All Sheets

REVISED 8/24/17
 REVISED 4/10/17

SKETCH OF LEGAL DESCRIPTION "This is NOT a Boundary Survey"	Drawn by: DMT	Checked by: DMT	File name 6758	Date 04/03/17	Scale N/A	Drawing Name 6758E1.dwg
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Masteller, Moler & Taylor, Inc.

PROFESSIONAL SURVEYORS AND MAPPERS

LAND SURVEYING BUSINESS #4644

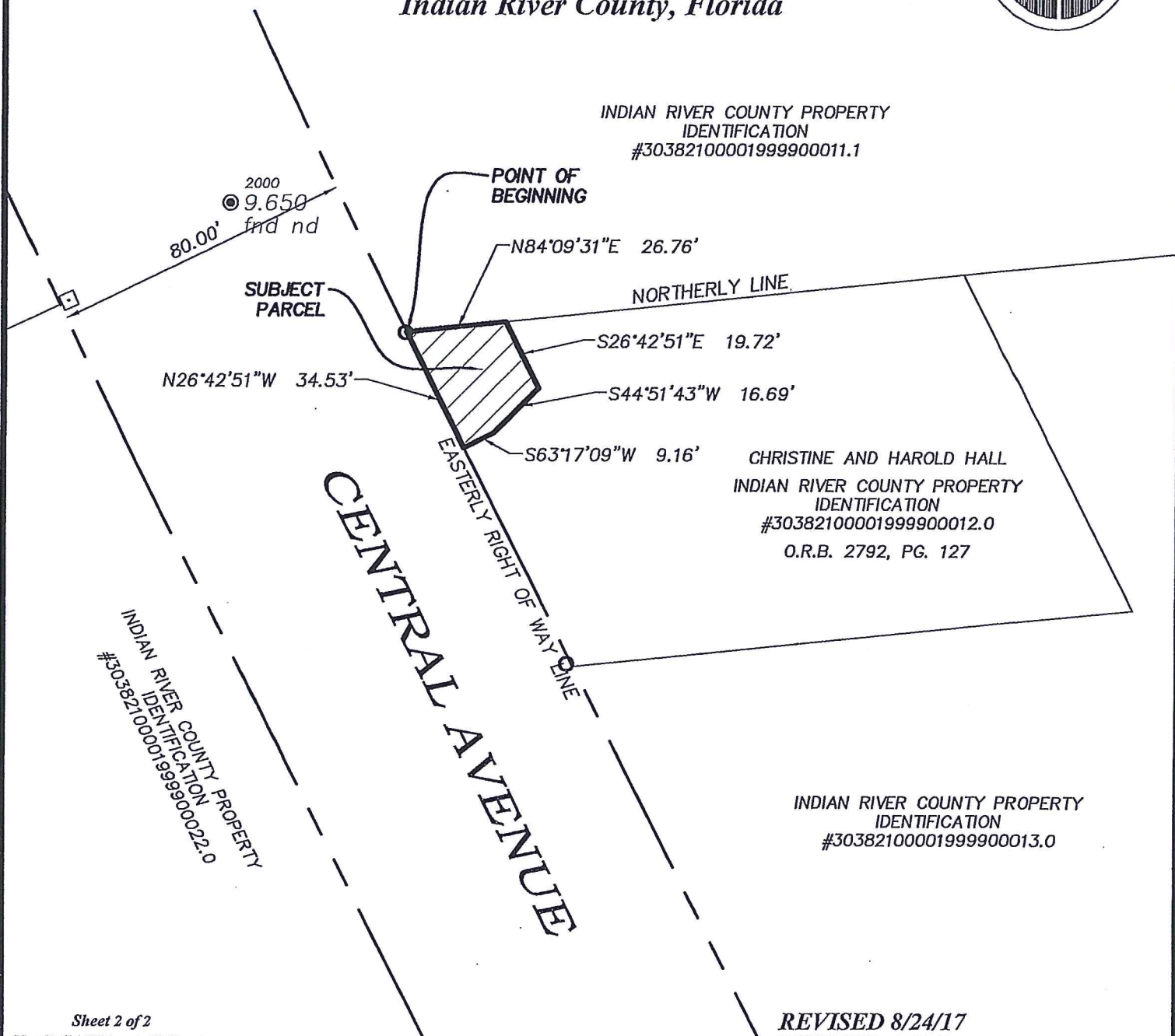
1655 27th Street, Suite 2 Vero Beach, Florida 32960
 Phone: (772) 564-8050 Fax: (772) 794-0647

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

(Handwritten Signature)

DAVID TAYLOR P.L.S. 5243

Exhibit "A"
Legal Description and Sketch
for Sewer Lift Station Easement
for North County Sewer Project
Indian River County, Florida



Sheet 2 of 2
 Not Valid Without All Sheets

REVISED 8/24/17
 REVISED 4/10/17

SKETCH OF LEGAL DESCRIPTION "This is NOT a Boundary Survey"	Drawn by: DMT	Checked by: DMT	File name 6758	Date 04/03/17	Scale 1"=40'	Drawing Name 6758E1.dwg
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David Taylor
 DAVID TAYLOR P.L.S. 5243