

**AGREEMENT TO PURCHASE AND SELL REAL ESTATE
BETWEEN INDIAN RIVER COUNTY
AND
KIRK MADSEN AND NANCY JO MADSEN**

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 Kirk Madsen and Nancy Jo Madsen ("the Seller) who agree as follows:

WHEREAS, Seller owns property located at 7855 66th Avenue, Vero Beach, 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 do road improvements on 66th Avenue between 49th Street and 81st Street in the future and the road expansion will impact the Seller's property; and

WHEREAS, in order for the County to proceed with its road expansion plans, the County needs to purchase property to be used as right-of-way from landowners along and adjacent to 66th Avenue; and

WHEREAS, the County contacted the Seller and offered to purchase right-of-way of approximately 3,240 square feet or 0.07 acres of property as depicted on Exhibit "A", and

WHEREAS, the Parties agree this is an arm's length transaction between the Seller and the County, without the threat of eminent domain.

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 that certain parcel of real property located at 7855 66th Avenue, Vero Beach, Florida and more specifically described in the legal description attached as Exhibit "A", fee simple, containing approximately 3,240 square feet, all improvements thereon, together with all easements, rights and uses now or hereafter belonging thereto (collectively, the "Property").

2.1 Purchase Price, Effective Date. The purchase price ("Purchase Price") for the Property shall be \$20,000.00 (Twenty Thousand 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.

2.2 The Seller agrees that the purchase price ("Purchase Price") of \$20,000.00 will cover all project impacts including relocation of the electronic gate, key pad, trees, and irrigation system if necessary. In addition, the installation of a turnaround U-turn on the existing drive is also included in the purchase price.

3. Title. Seller shall convey marketable title to the Property by warranty deed 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 Property. 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 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, Seller 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 the County.

4.3.1 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 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 warranty deed conveying marketable title to the Property, free and clear of all liens and encumbrances and in the condition required by paragraph 3.

(b) 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.

(c) 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.

(d) 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. Personal Property.

7.1 The Seller shall have removed all of its personal property, equipment and trash from the Property. The Seller shall deliver possession of the Property to County vacant and in the same or better condition that existed at the Effective Date hereof.

7.2 Seller shall deliver at Closing all keys to locks and codes to access devices to County, if applicable.


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

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

Peter D. O'Bryan, Chairman

Approved by BCC _____



Kirk Madsen Date



Nancy Jo Madsen Date

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

By: _____
Deputy Clerk

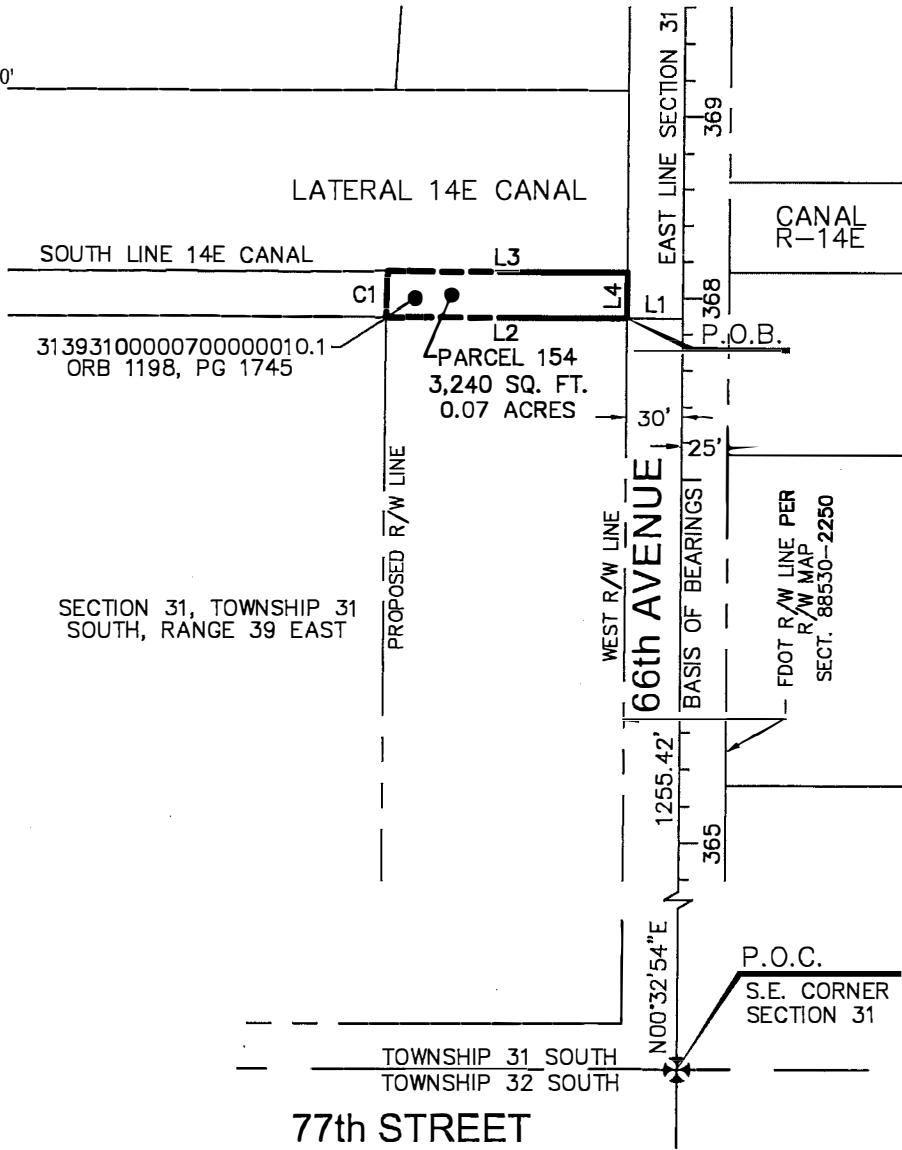
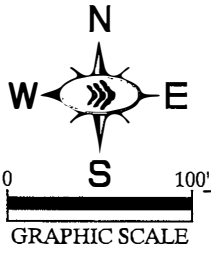
Approved:

Jason E. Brown, County Administrator

Approved as to Form and Legal Sufficiency:

William K. DeBaal, Deputy County Attorney

EXHIBIT A



LINE TABLE		
LINE	LENGTH	BEARING
L1	30.00	N89°27'06"W
L2	129.79	N89°52'55"W
L3	129.40	S89°52'55"E
L4	25.00	S00°32'54"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	25.01	3080.00	12.50	25.01	N01°27'12"E	0°27'55"

LEGEND

- SECTION LINE
- - - EASEMENT LINE
- PROPERTY LINE
- PROPOSED RIGHT OF WAY
- PARCEL
- - - RIGHT OF WAY LINE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R/W RIGHT OF WAY
- PG PAGE
- ORB OFFICIAL RECORDS BOOK
- TCE TEMPORARY CONSTRUCTION EASEMENT
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
- SECT. SECTION

This certifies that a legal description and sketch of the property shown hereon was made under my supervision and that this legal description and sketch meets the standards of practice set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes, and that this drawing is a true and accurate representation thereof to the best of my knowledge and belief. Subject to notes and notations shown hereon.

E.C. Demeter
E.C. DEMETER, P.S.M. NO. 5179

DATE: JUL 24 2017

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

Drawing name: K:\VRB_Survey\INDIAN RIVER CO\66TH AVENUE\2017-0112 - Revised Per IRC\PARCEL 154-R.dwg 154 Jul 18, 2017 5:36pm by: DomenicDurr

SCALE 1" = 100'
DESIGNED BY DFD
DRAWN BY DFD
CHECKED BY ECD

Kimley-Horn
© 2017 KIMLEY-HORN AND ASSOCIATES, INC.
445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100 FAX: 772-794-4130
WWW.KIMLEY-HORN.COM

DATE 7/10/17
PROJECT NO. 047035041
LEGAL DESCRIPTION AND SKETCH OF
PARCEL 154
INDIAN RIVER COUNTY, FLORIDA

SHEET NUMBER
1 OF 2

LEGAL DESCRIPTION
 RIGHT OF WAY PARCEL

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING A PORTION OF SECTION 31, TOWNSHIP 31 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA; SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT;

COMMENCING FOR REFERENCE AT THE SOUTHEAST CORNER OF SAID SECTION 31;

THENCE, BEARING NORTH 00°32'54" EAST, ALONG THE EAST LINE OF SAID SECTION 31, A DISTANCE OF 1,255.42 FEET TO A POINT;

THENCE, LEAVING SAID EAST LINE, BEARING NORTH 89°27'06" WEST, A DISTANCE OF 30.00 FEET TO THE POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE, BEARING NORTH 89°52'55" WEST, A DISTANCE OF 129.79 FEET TO A POINT;

SAID POINT BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 3,080.00 FEET, A CENTRAL ANGLE OF 00°27'55", A CHORD LENGTH OF 25.01 FEET BEARING NORTH 01°27'12" EAST;

THENCE, NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 25.01 FEET TO A POINT ON THE SOUTH LINE OF THE LATERAL 14E CANAL;

THENCE, BEARING SOUTH 89°52'55" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 129.40 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF 66TH AVENUE;


THENCE, LEAVING SAID SOUTH LINE, BEARING SOUTH 00°32'54" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN AN AREA OF 3,240 SQUARE FEET OR 0.07 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

SURVEYORS NOTES

- 1) THIS IS A SKETCH OF LEGAL DESCRIPTION ONLY, NOT A BOUNDARY RETRACEMENT SURVEY.
- 2) THE BEARING BASE FOR THIS SURVEY, IS THE EAST LINE OF SECTION 31. SAID LINE BEARS NORTH 00°32'54" EAST.
- 3) THE SCALE OF THIS DRAWING MAY HAVE BEEN DISTORTED DURING REPRODUCTION PROCESSES.
- 4) THIS LEGAL DESCRIPTION AND SKETCH IS BASED ON THE PRELIMINARY RIGHT OF WAY MAP FOR 66TH AVENUE PREPARED BY BURDETTE AND ASSOCIATES, DATED 10-10-06, AS DIRECTED BY INDIAN RIVER COUNTY, FLORIDA.

Drawing name: K:\VRB_Survey\INDIAN RIVER CO\66TH AVENUE\2017-0112 - Revised Per IRC\PARCEL 154-R.dwg Jul 18, 2017 5:36pm by: Domenic.Durr

SCALE N/A	 © 2017 KIMLEY-HORN AND ASSOCIATES, INC. 445 24TH STREET, SUITE 200, VERO BEACH, FL 32960 PHONE: 772-794-4100 FAX: 772-794-4130 WWW.KIMLEY-HORN.COM	DATE 7/10/17	LEGAL DESCRIPTION AND SKETCH OF PARCEL 154 INDIAN RIVER COUNTY, FLORIDA	SHEET NUMBER 2 OF 2
DESIGNED BY DFD		PROJECT NO. 047035041		
DRAWN BY DFD				
CHECKED BY ECD				