

AGREEMENT TO PURCHASE AND SELL REAL ESTATE  
BETWEEN INDIAN RIVER COUNTY  
AND  
EGV 1, LLC

THIS AGREEMENT TO PURCHASE AND SELL REAL ESTATE ("Agreement") is made and entered into as of the      day of      , 2019, by and between Indian River County, a political subdivision of the State of Florida ("the County"), and EGV 1, LLC, a Florida limited liability company ("the Seller) who agree as follows:

**WHEREAS**, Seller owns property located at 3725 Indian River Boulevard, Vero Beach, Florida 32960. A legal description of the property is attached to this agreement as Exhibit "A" and incorporated by reference herein; and

**WHEREAS**, the County is purchasing right-of-way for the reconfiguring of the intersection of 37<sup>th</sup> Street and Indian River Boulevard to a standard T-type intersection; and

**WHEREAS** in order to proceed with the road plans, the County needs to purchase property to be used as right-of-way from landowners adjacent to 37<sup>th</sup> Street and Indian River County Boulevard; and

**WHEREAS**, the County contacted the Seller and offered to purchase the parcel of approximately 13,939 square feet or 0.32 acres of property as depicted on Exhibit "A", and

**WHEREAS**, the County is currently purchasing property/right-of-way from willing sellers: and

**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 3725 Indian River Boulevard, Vero Beach, Florida and more specifically described in the legal description attached as Exhibit "B", fee simple, containing approximately 0.32 acres, 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 \$175,000.00 (One Hundred Seventy- Five Thousand 00/100 Dollars) plus attorney's fees not to exceed \$3,500.00. The total paid on the Closing Date will be \$178,500.00. The Purchase Price shall be paid on the Closing Date. The Effective Date of this Agreement shall be the date upon which the County 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 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) to 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

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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.

8.1 County shall be responsible for all expenses at Closing which include the following:

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



8.1.2 Documentary Stamps required to be affixed to the warranty deed.

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

8.2 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.

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 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.

9.3 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.

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 Seller:                                Bruce Barkett, Attorney  
   Collins Brown Barkett  
   756 Beachland Boulevard  
   Vero Beach, FL 32963

If to County:                                Indian River County  
   1801 27th Street  
   Vero Beach, FL 32960  
   Attn: Land Acquisition/Monique Filipiak

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

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

9.9 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.

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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

\_\_\_\_\_  
Bob Solari, Chairman

Approved by BCC \_\_\_\_\_

EGV 1, LLC  
a Florida Limited Liability Company

  
\_\_\_\_\_  
William Gregory, Managing Member

Date 2-24-19

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"**

COM AT A R/R SPIKE REPORTED TO BE IN S - 1/4 COR OF SEC 25-32-39 & RUN ALONG THE SEC LINE N 89 DEG 44 MIN 30 SEC E, , 686.49 FT TO A PT; TH RUN N 00 DEG 03 - MIN 30 SEC W, PARA W/W LINE OF THE SE 1/4 OF SAID SEC, 55.0 FT TO N LINE OF , BARBER ST & POB; TH RUN N 00 DEG 03 MIN - 30 SEC W, 167.1 FT TO A PT; TH RUN S 44 DEG 56 MIN 05 SEC E, 234.99 FT TO A PT , IN THE N LINE OF BARBER ST; TH RUN - ALONG N LINE S 89 DEG 44 MIN 30 SEC W, 165.81 FT TO THE POB AS DESC IN OR BK , 997 PG 179."

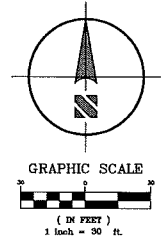
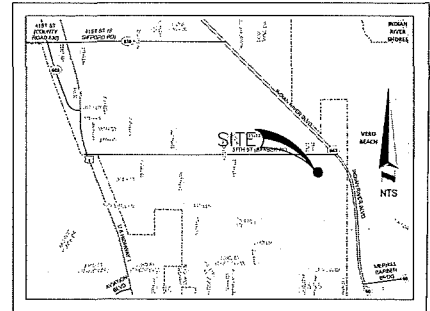
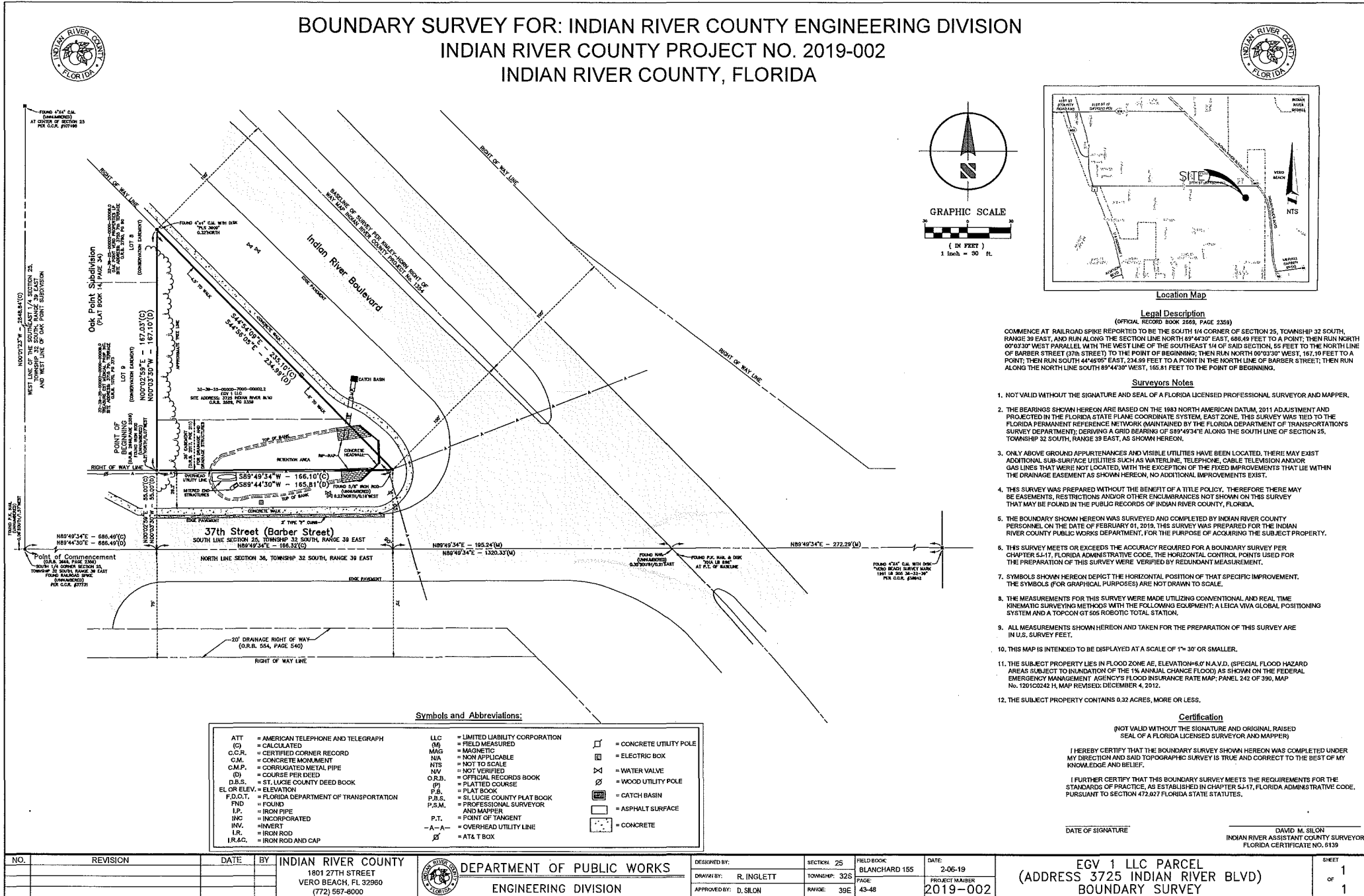
**PARCEL ID Number:** 32-39-25-00000-7000-00002.2

**Commonly known as:** 3725 Indian River Boulevard, Vero Beach, FL 32960

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# EXHIBIT B

## BOUNDARY SURVEY FOR: INDIAN RIVER COUNTY ENGINEERING DIVISION INDIAN RIVER COUNTY PROJECT NO. 2019-002 INDIAN RIVER COUNTY, FLORIDA



### Legal Description

(OFFICIAL RECORD BOOK 2668, PAGE 2359)  
COMMENCE AT RAILROAD SPIKE REPORTED TO BE THE SOUTH 1/4 CORNER OF SECTION 25, TOWNSHIP 32 SOUTH, RANGE 39 EAST, AND RUN ALONG THE SECTION LINE NORTH 89°43'00" EAST, 666.49 FEET TO A POINT; THEN RUN NORTH 09°03'30" WEST PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION, 55 FEET TO THE NORTH LINE OF BARBER STREET (37th STREET) TO THE POINT OF BEGINNING; THEN RUN NORTH 00°03'30" WEST, 167.10 FEET TO A POINT; THEN RUN SOUTH 44°48'00" EAST, 234.99 FEET TO A POINT IN THE NORTH LINE OF BARBER STREET; THEN RUN ALONG THE NORTH LINE SOUTH 89°44'30" WEST, 165.81 FEET TO THE POINT OF BEGINNING.

### Surveyors Notes

- NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
- THE BEARINGS SHOWN HEREON ARE BASED ON THE 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT AND PROJECTED IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. THIS SURVEY WAS TIED TO THE FLORIDA PERMANENT REFERENCE NETWORK (MAINTAINED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION SURVEY DEPARTMENT); DERIVING A GRID BEARING OF S89°49'34"E ALONG THE SOUTH LINE OF SECTION 25, TOWNSHIP 32 SOUTH, RANGE 39 EAST, AS SHOWN HEREON.
- ONLY ABOVE GROUND APPURTENANCES AND VISIBLE UTILITIES HAVE BEEN LOCATED; THERE MAY EXIST ADDITIONAL SUB-SURFACE UTILITIES SUCH AS WATER LINE, TELEPHONE, CABLE, TELEVISION AND/OR GAS LINES THAT WERE NOT LOCATED, WITH THE EXCEPTION OF THE FIXED IMPROVEMENTS THAT LIE WITHIN THE DRAINAGE EASEMENT AS SHOWN HEREON; NO ADDITIONAL IMPROVEMENTS EXIST.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE POLICY. THEREFORE THERE MAY BE EASEMENTS, RESTRICTIONS AND/OR OTHER ENCUMBRANCES NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.
- THE BOUNDARY SHOWN HEREON WAS SURVEYED AND COMPLETED BY INDIAN RIVER COUNTY PERSONNEL ON THE DATE OF FEBRUARY 01, 2019. THIS SURVEY WAS PREPARED FOR THE INDIAN RIVER COUNTY PUBLIC WORKS DEPARTMENT, FOR THE PURPOSE OF ACQUIRING THE SUBJECT PROPERTY.
- THIS SURVEY MEETS OR EXCEEDS THE ACCURACY REQUIRED FOR A BOUNDARY SURVEY PER CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE. THE HORIZONTAL CONTROL POINTS USED FOR THE PREPARATION OF THIS SURVEY WERE VERIFIED BY REDUNDANT MEASUREMENT.
- SYMBOLS SHOWN HEREON DEPICT THE HORIZONTAL POSITION OF THAT SPECIFIC IMPROVEMENT. THE SYMBOLS (FOR GRAPHICAL PURPOSES) ARE NOT DRAWN TO SCALE.
- THE MEASUREMENTS FOR THIS SURVEY WERE MADE UTILIZING CONVENTIONAL AND REAL TIME KINEMATIC SURVEYING METHODS WITH THE FOLLOWING EQUIPMENT: A LEICA VIVA GLOBAL POSITIONING SYSTEM AND A TOPCON GT 505 ROBOTIC TOTAL STATION.
- ALL MEASUREMENTS SHOWN HEREON AND TAKEN FOR THE PREPARATION OF THIS SURVEY ARE IN U.S. SURVEY FEET.
- THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 30' OR SMALLER.
- THE SUBJECT PROPERTY LIES IN FLOOD ZONE AE, ELEVATION+6' N.A.V.D. (SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION OF THE 1% ANNUAL CHANCE FLOOD) AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP; PANEL 242 OF 390, MAP No. 1201C0242 H, MAP REVISED: DECEMBER 4, 2012.
- THE SUBJECT PROPERTY CONTAINS 0.32 ACRES, MORE OR LESS.

### Certification

(NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER)  
I HEREBY CERTIFY THAT THE BOUNDARY SURVEY SHOWN HEREON WAS COMPLETED UNDER MY DIRECTION AND SAID TOPOGRAPHIC SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.  
I FURTHER CERTIFY THAT THIS BOUNDARY SURVEY MEETS THE REQUIREMENTS FOR THE STANDARDS OF PRACTICE, AS ESTABLISHED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.072 FLORIDA STATE STATUTES.

DATE OF SIGNATURE: \_\_\_\_\_  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER: \_\_\_\_\_  
DAVID M. SILON  
INDIAN RIVER ASSISTANT COUNTY SURVEYOR  
FLORIDA CERTIFICATE NO. 6139

### Symbols and Abbreviations:

ATT = AMERICAN TELEPHONE AND TELEGRAPH	LLC = LIMITED LIABILITY CORPORATION	□ = CONCRETE UTILITY POLE
(C) = CALCULATED	(M) = FIELD MEASURED	⊠ = ELECTRIC BOX
C.C.R. = CERTIFIED CORNER RECORD	MAG = MAGNETIC	⊕ = WATER VALVE
C.M. = CONCRETE MONUMENT	N/A = NON APPLICABLE	⊗ = WOOD UTILITY POLE
C.M.P. = CORRUGATED METAL PIPE	NTS = NOT TO SCALE	⊘ = CATCH BASIN
(D) = COURSE PER DEED	NV = NOT VERIFIED	▭ = ASPHALT SURFACE
D.B.S. = ST. LUCIE COUNTY DEED BOOK	O.R.B. = OFFICIAL RECORDS BOOK	▭ = CONCRETE
EL OR ELEV = ELEVATION	(P) = PLATTED COURSE	
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION	P.B. = PLAT BOOK	
FND = FOUND	P.S. = ST. LUCIE COUNTY PLAT BOOK	
I.P. = IRON PIPE	P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER	
INC = INCORPORATED	P.T. = POINT OF TANGENT	
INV. = INVERT	-A-A- = OVERHEAD UTILITY LINE	
I.R. = IRON ROD	⊕ = AT & T BOX	
I.R.A.C. = IRON ROD AND CAP		

NO.	REVISION	DATE	BY	INDIAN RIVER COUNTY 1801 27TH STREET VERO BEACH, FL 32960 (772) 587-8000	DESIGNED BY: DRAWN BY: R. INGLETT APPROVED BY: D. SILON	SECTION: 25 TOWNSHIP: 32S RANGE: 39E	FIELD BOOK: BLANCHARD 155 PAGE: 43-48	DATE: 2-06-19 PROJECT NUMBER: 2019-002	EGV 1 LLC PARCEL (ADDRESS 3725 INDIAN RIVER BLVD) BOUNDARY SURVEY	SHEET 1 of 1
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