

## AGREEMENT TO PURCHASE AND SELL REAL ESTATE

THIS AGREEMENT TO PURCHASE AND SELL REAL ESTATE (“Agreement”) is made and entered into as of January \_\_\_\_\_, 2020, by and between Indian River County, (“County”), a political subdivision of the State of Florida, whose address is 1801 27<sup>th</sup> Street, Vero Beach, FL 32960; and \_\_\_\_\_

(buyer’s full name)

(buyer’s address)

(city)

(state)

(zip)

(“Buyers”), who agree as follows:

1. Agreement to Purchase and Sell. The County hereby agrees to sell to the Buyers, and the Buyers hereby agrees to purchase from County, upon the terms and conditions set forth in this Agreement, that certain parcel of real property located at **4845 33rd Ave** and more specifically described on Exhibit “A” attached hereto and incorporated by reference, containing approximately 0.15 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 (the “Purchase Price”) for the Property shall be \_\_\_\_\_ **00/00 Dollars (\$ \_\_\_\_\_ .00).**  
(written purchase price) (numeric purchase price)

The Buyer has paid and the County acknowledges receipt of a cashier’s check in the amount of ten percent (10%) of the purchase price or \_\_\_\_\_ **00/00 Dollars (\$ \_\_\_\_\_ .00)**  
(10% of written purchase price) (numeric)

that is currently being held in escrow by the County (Escrowed Funds). The balance of 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 the Buyers.

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 the Buyers 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 Buyers at or prior to the Closing Date and thereupon retain the Escrowed Funds as liquidated damages. Neither the County nor any other person or party shall have any claim for specific performance, damages, or otherwise against the Buyers; or (ii) waive the Buyer's default and proceed to Closing.

5.2 In the event the County shall fail to perform any of its obligations hereunder, the Buyers 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 and thereupon neither the Buyers 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.

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 the Buyers 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) 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 Buyers 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, Buyers may use a portion of Purchase Price funds to satisfy the encumbrances.

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

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

7.1 Buyers 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 warranty 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 Buyers 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 the Buyers 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 Buyers 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 Buyers:            Buyer's full name: \_\_\_\_\_  
                                  Address: \_\_\_\_\_  
                                  City, State, Zip: \_\_\_\_\_  
                                  Phone: \_\_\_\_\_  
                                  Email: \_\_\_\_\_

If to County: Indian River County Attorney's Office  
1801 27<sup>th</sup> Street  
Vero Beach, FL. 32960  
Phone: 772-226-1426  
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 their contents. The sale is not contingent upon buyer obtaining financing. This sale is not contingent upon a satisfactory inspection report. Buyer's Initials  Buyer's initials

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

Buyer:

INDIAN RIVER COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_

By: \_\_\_\_\_  
Bob Solari, Chairman

Print Name: \_\_\_\_\_

Date BCC Approved: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date Signed by Buyer: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy Clerk

Approved as to form and legal  
Sufficiency:

\_\_\_\_\_  
William K. DeBaal  
Deputy County Attorney

**Exhibit A**

# Sketch and Legal Description for: INDIAN RIVER COUNTY

## LEGAL DESCRIPTION PER O.R.B. 2480, PG. 695

Being all of Lot 18 Block 3, Smith Plaza, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Indian River County, Florida recorded in Plat Book 1, Page 18, said lands situate, Lying and Being in Indian River County, Florida.

Containing 6491 Sq. Ft.± (0.15 Acres)

### Surveyor's Notes

1). This Sketch and Legal Description was prepared with the benefit of a Boundary Survey prepared by the Indian River County Public Works Department - Survey Section, Job No. 1750, Dated September 19, 2017. Together with the Plat of Smith Plaza, Recorded in Plat Book 1, Page 18, Public Records of Indian River County, Florida.

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 the description.

(b) Reproductions of the description and sketch are not valid unless signed and sealed with an embossed surveyor's seal.

### Legend and Abbreviations

- C.R. = COUNTY ROAD
- I.R.F.W.C.D. = INDIAN RIVER FARMS WATER CONTROL DISTRICT
- L = LENGTH OF ARC
- LLC = LIMITED LIABILITY COMPANY
- O.R.B. = OFFICIAL RECORD BOOK
- (P) = PLAT
- P.B. = PLAT BOOK
- PGE = PAGE
- PBS = PLAT BOOK ST. LUCIE
- Δ = DELTA ANGLE
- SQ. FT. = SQUARE FEET
- R = RANGE
- R/W = RIGHT-OF-WAY
- T = TOWNSHIP

### 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.

\_\_\_\_\_  
DATE OF SIGNATURE

\_\_\_\_\_  
DAVID W. SCHRYVER  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 4864

This is not a Boundary Survey

AGENCY: **INDIAN RIVER COUNTY, FL  
PUBLIC WORKS DEPT./ENGINEERING DIV.**

DATE: **9/25/19** DRAWN BY: **R. INGLETT**

SCALE: **N/A** APPROVED BY: **D. SCHRYVER**

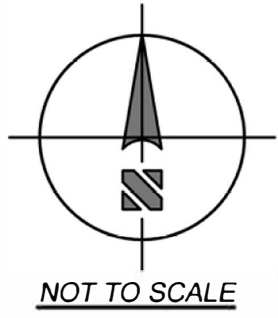
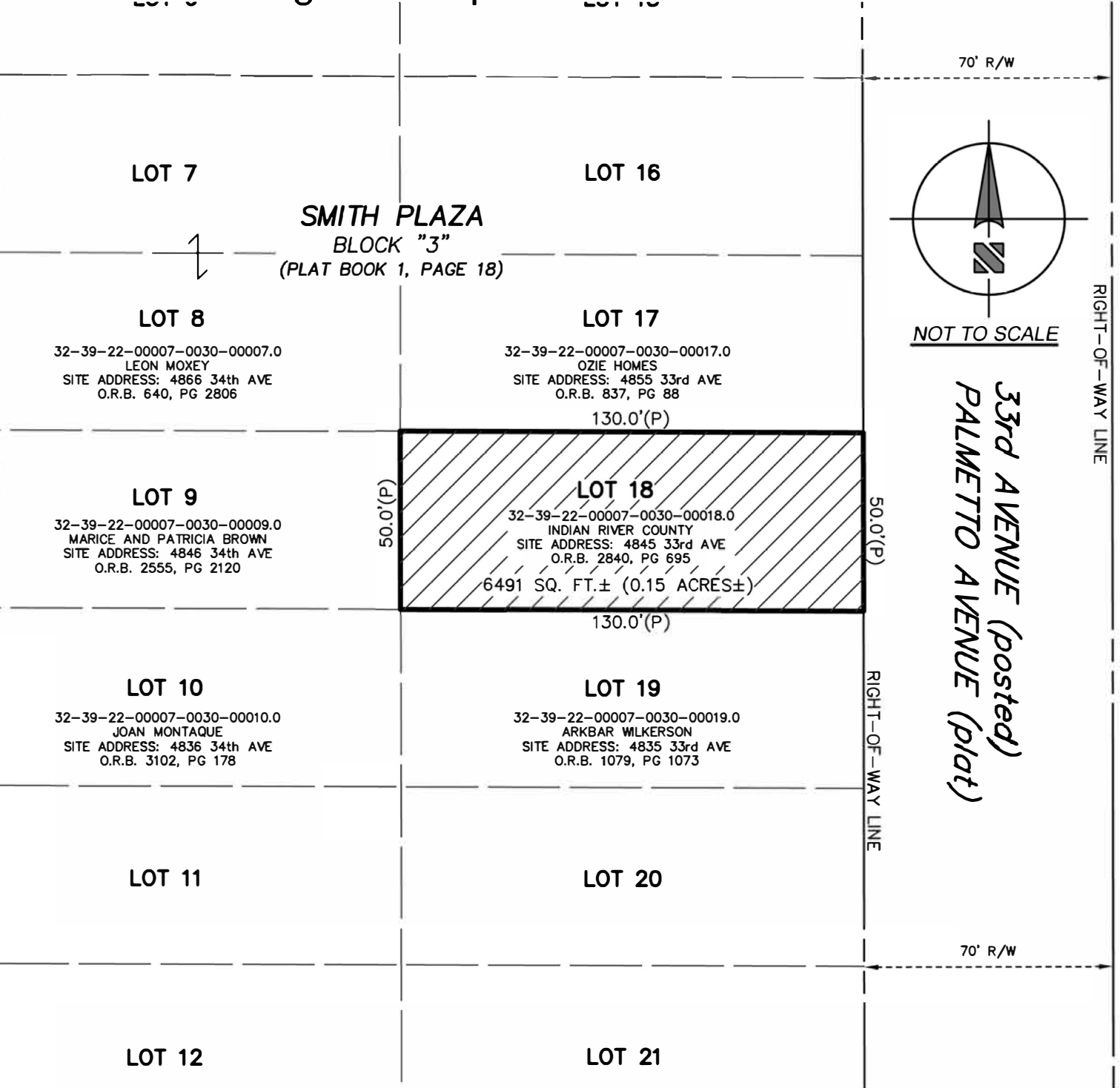
SHEET: **1 OF 2** JOB NO: **3051**

**Sketch and Legal Description  
for:  
INDIAN RIVER COUNTY  
(4845 33rd AVENUE)**

F:\Public Works\ENGINEERING DIVISION PROJECTS\3051-MISC PROJECTS\Survey\3051-Surplus Land Soiree\Drawg\3051-01 18 Blk 3 Smith Plaza\_Sketch.dwg, 9/25/2019 12:59:07 PM

# Sketch and Legal Description for: INDIAN RIVER COUNTY

F:\Public Works\ENGINEERING DIVISION PROJECTS\3051-MISC PROJECTS\Survey\3051-S\plus Land Sales\Dwg\3051-Lot 18 Blk 3 Smith Plaza\_Sat-Lpl.dwg, 9/25/2019, 1:00:08 PM



**Legend and Abbreviations**

- |  |                                 |                           |
|--|---------------------------------|---------------------------|
| C.R. = COUNTY ROAD                                       | LLC = LIMITED LIABILITY COMPANY | PGE = PAGE                |
| I.R.F.W.C.D. = INDIAN RIVER FARMS WATER CONTROL DISTRICT | O.R.B. = OFFICIAL RECORD BOOK   | PBS = PLAT BOOK ST. LUCIE |
| L = LENGTH OF ARC  | (P) = PLAT                      | Δ = DELTA ANGLE           |
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|  |                                 | R = RANGE                 |
|  |                                 | R/W = RIGHT-OF-WAY        |
|  |                                 | T = TOWNSHIP              |

This is not a Boundary Survey

<b>AGENCY: INDIAN RIVER COUNTY, FL PUBLIC WORKS DEPT./ENGINEERING DIV.</b>	
DATE: <b>9/25/19</b>	DRAWN BY: <b>R. INGLETT</b>
SCALE: <b>N/A</b>	APPROVED BY: <b>D. SCHRYVER</b>
SHEET: <b>2 OF 2</b>	JOB NO: <b>3051</b>

Sketch and Legal Description  
for:  
**INDIAN RIVER COUNTY  
(4845 33rd AVENUE)**