

AGREEMENT TO PURCHASE, SELL, AND LEASE REAL ESTATE
BETWEEN INDIAN RIVER COUNTY
AND
WILLIE JAMES COBB

THIS AGREEMENT TO PURCHASE AND SELL REAL ESTATE (“Agreement”) is made and entered into as of the ___ day of _____, 2023, by and between Indian River County, a political subdivision of the State of Florida (“the County”), and Willie James Cobb, (“the Seller) who agree as follows:

WHEREAS, the Seller owns a lot with a physical address of 2155 41st Street, Vero Beach, FL 32960, and is depicted on the aerial photo attached as Exhibit “A”; and

WHEREAS, the 0.41 acre lot is vacant and unimproved and is located at the southwest corner of 41st Street and 21st Avenue; and

WHEREAS, the County needs to acquire 0.07 acres (2,900 square feet) of the lot from the Seller for improvements to 41st Street; and

WHEREAS, the County is currently purchasing property from willing sellers for the 41st Street improvements.

NOW THEREFORE, in consideration of the mutual undertakings herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

1. Recitals.

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

2. Agreement to Purchase and Sell.

2.1 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 and more specifically described in the legal description attached as Exhibit “B”, fee simple, containing a total of approximately 0.07 acres, all improvements thereon, together with all easements, rights and uses now or hereafter belonging thereto (hereinafter, the “Property”).

3. Purchase Price, Effective Date.

3.1 The purchase price (“Purchase Price”) for the Property shall be \$22,400.00 (Twenty-Two Thousand, Four Hundred 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.

4. Title.

4.1 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").

4.2 County may order an Ownership and Encumbrance Report or Title Insurance Commitment with respect to the Property. County shall within thirty (30) 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.

5. Representations of the Seller.

5.1 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.

5.2 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.

5.3 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.

6. Default.

6.1 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 and delivered to the County at or prior to the Closing Date and there upon the Seller shall

have no claim for specific performance, damages, or otherwise against the County; or (ii) waive the County's default and proceed to Closing.

6.2 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:

7. Closing.

7.1 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 4.

(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.

7.2 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.

8. Personal Property.

8.1 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.

9. Closing Costs; Expenses.

9.1 County shall be responsible for preparation of all Closing documents.

9.2 County shall pay the following expenses at Closing:

- (a) The cost of recording the warranty deed and any release or satisfaction obtained by Seller pursuant to this Agreement.
- (b) Documentary Stamps required to be affixed to the warranty deed.
- (c) All costs and premiums for the owner's marketability title insurance commitment and policy, if any.

9.3 Seller shall pay the following expenses at or prior to Closing:

- (a) All taxes or 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.

10. Miscellaneous.

10.1 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.

10.2 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.

10.3 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.

10.4 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: Willie James Cobb
4204 24th CT
Vero Beach, FL 32967

If to County: Indian River County
1801 27th Street
Vero Beach, FL. 32960
Attn: Land Acquisition/Andrew Sechen

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

10.5 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.

10.6 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.

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

10.8. County Approval Required: This Agreement is subject to approval by the Indian River County Board of County Commissioners as set forth in paragraph 3.

10.9 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.

[Signatures to Follow on Next Page]

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

WILLIE JAMES COBB

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

By: _____
Willie James Cobb

By: _____
Joseph H. Earman, Chairman

Date Signed: _____

Date Signed: _____

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

By: _____
Deputy Clerk

Approved as to form and
legal sufficiency:

Indian River County Administrator

By: _____
William K. DeBaal
Deputy County Attorney

By: _____
John Titkanich, Jr.
County Administrator

EXHIBIT "A"



Indian River County, FL



Overview



Legend

- Parcels
- Street Centerlines
- Municipal Boundaries 2
- 🏠 IRC_Private_School
- Government Facilities**
- 🇺🇸 FEDERAL GOVERNMENT
- 🏛️ COUNTY GOVERNMENT
- 🏛️ LOCAL GOVERNMENT
- 🎓 SCHOOL
- 🏥 HOSPITAL
- 🔥 FIRE STATION
- 🚓 LAW ENFORCEMENT
- 🌲 STATE PARK
- 🌳 COUNTY PARK
- 🌳 CITY PARK
- 🚤 BOAT RAMP
- 🚤 CANOE LAUNCH
- 🚤 CANOE LANDING
- Golf Courses**
- Water

Parcel ID	32392600008000000011.0	Prop ID	50365	Owner	COBB WILLIE	Last 2 Sales				
Sec/Twp/Rng	26-32-39	Class	1000 - Vacant	Address	JAMES	Date	Price	Instr Type	Qual	
Property	2155 41ST ST		Commercial		4204 24TH CT	5/9/2019	\$40000	Qualified -	Q	
Address	VERO BEACH	Acreage	0.41		VERO BEACH, FL			01		
					32967	5/9/2019	\$100	Unqualified U	-	11

[Plat Book Link](#)

District: 7- COUNTY- NO SEBASTIAN INLET
 Brief Tax Description: ESPYS SUBDIVISION LOTS 11, 12 AND 18 PBS 2 36
 (Note: Not to be used on legal documents)

Date created: 2/14/2023
 Last Data Uploaded: 2/14/2023 8:03:45 AM

EXHIBIT "B"

Sketch and Legal Description for: INDIAN RIVER COUNTY

Legal Description (Right of Way Acquisition)

BEING A PARCEL OF LAND LYING IN PORTION'S OF LOT'S 11 AND 12, ACCORDING TO THE PLAT OF EPSY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 36, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID PARCEL NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 12, THENCE SOUTH 00°17'34" EAST, ALONG THE EAST LINE OF SAID LOT 12, AND THE WEST RIGHT OF WAY LINE OF 21st AVENUE (BEING A 30.00 FOOT WIDE RIGHT OF WAY) A DISTANCE OF 45.00 FEET; THENCE DEPARTING THE EAST LINE OF SAID LOT 12, NORTH 45°06'27" WEST, A DISTANCE OF 28.37 FEET; THENCE NORTH 89°55'16" WEST, ALONG A LINE THAT IS 25.00 FEET SOUTH OF, AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF SAID LOT'S 11 AND 12, A DISTANCE OF 88.03 FEET TO THE WEST LINE OF SAID LOT 11; THENCE NORTH 00°17'34" WEST, ALONG SAID WEST LINE A DISTANCE OF 25.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 11; THENCE SOUTH 89°55'16" EAST, ALONG THE NORTH LINE OF SAID LOT'S 11 AND 12, SAID LINE ALSO BEING THE SOUTH RIGHT OF WAY LINE OF 41st STREET (SOUTH GIFFORD ROAD) BEING A 55.0 FOOT WIDE RIGHT OF WAY, SAID LINE ALSO BEING 15.0 FEET SOUTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF THE NORTHWEST ONE QUARTER OF SECTION 26, TOWNSHIP 32 SOUTH, RANGE 39 EAST, A DISTANCE OF 108.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,900 SQ.FT.± (0.07 ACRES±)

Surveyor's Notes

- 1). THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED WITH THE BENEFIT OF A RIGHT OF WAY ACQUISITION EXHIBIT PREPARED BY THE INDIAN RIVER COUNTY PUBLIC WORKS DEPARTMENT, SURVEY SECTION, PROJECT No. 1359, DATED APRIL 30, 2019.
- 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 DESCRIPTION.
 - (B) REPRODUCTIONS OF THE DESCRIPTION AND SKETCH ARE SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
- 3). THE BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011, AND ARE PROJECTED IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE AND ARE REFERENCED TO THE BASELINE OF SURVEY OF OLD DIXIE HIGHWAY (COUNTY ROAD 605), AS SHOWN ON PLAT BOOK 24, PAGE 84, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA. SAID LINE BEARS NORTH 15°15'55" WEST AND ALL OTHERS ARE RELATIVE THERETO.

Certification

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

Legend and Abbreviations

CB = CHORD BEARING
CH = CHORD DISTANCE
D = DELTA ANGLE
I.R.F.W.C.D. = INDIAN RIVER FARMS
WATER CONTROL DISTRICT
L = LENGTH OF ARC
O.R.B.= OFFICIAL RECORD BOOK
P.B. = PLAT BOOK
P.B.S.= PLAT BOOK ST. LUCIE
PG. = PAGE
R = RADIUS

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 BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATE STATUTES.

DATE OF SIGNATURE

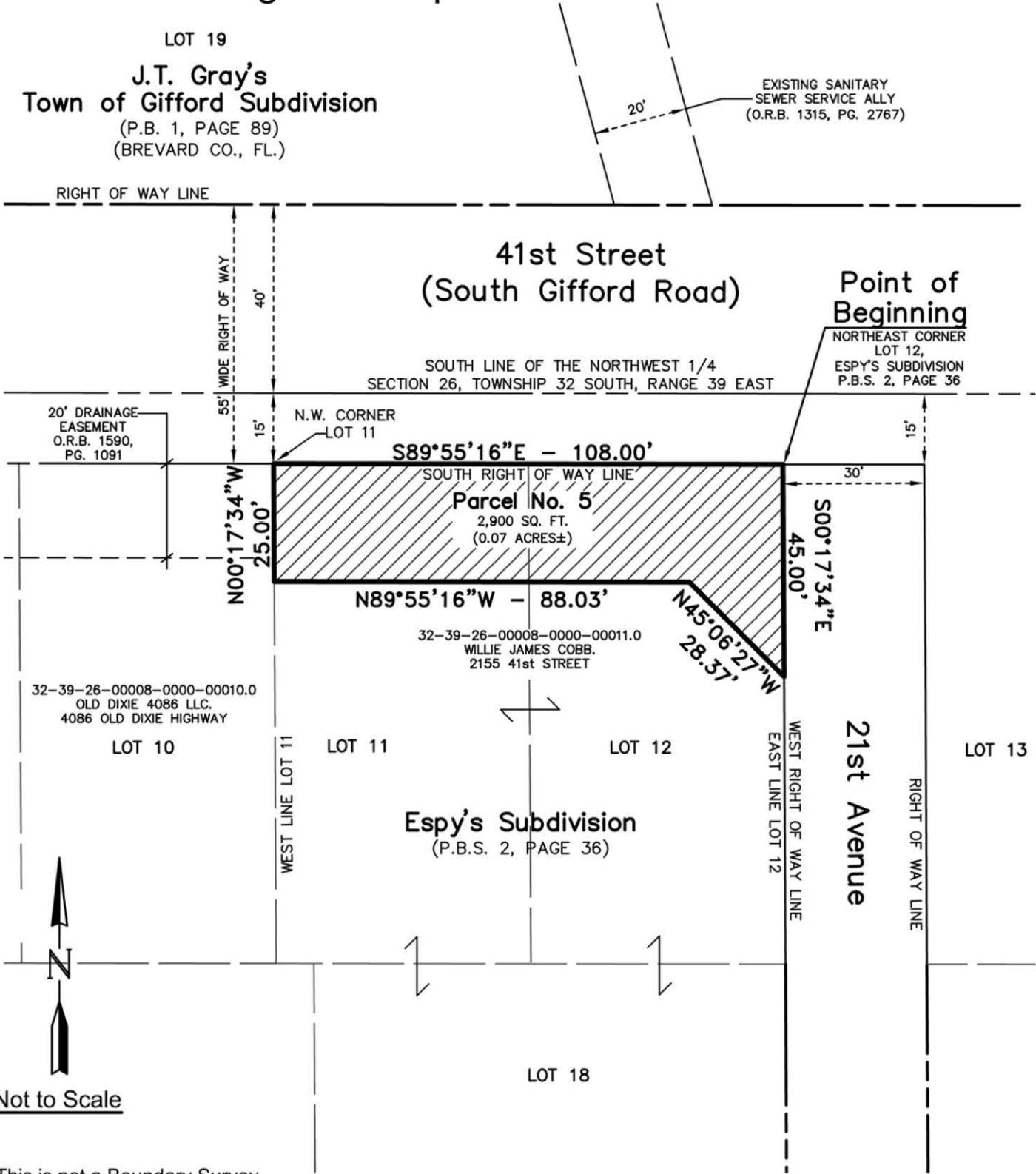
DAVID M. SILON
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6139

This is not a Boundary Survey

AGENCY: INDIAN RIVER COUNTY, FL PUBLIC WORKS DEPT./ENGINEERING DIV.	
DATE: 11/02/2021	DRAWN BY: R. INGLETT
SCALE: N/A	APPROVED BY: D. SCHRYVER
SHEET: 1 OF 2	JOB NO: IRC-1359

Sketch and Legal Description
for:
INDIAN RIVER COUNTY
(Parcel 5)

Sketch and Legal Description for: INDIAN RIVER COUNTY



This is not a Boundary Survey

AGENCY: INDIAN RIVER COUNTY, FL PUBLIC WORKS DEPT./ENGINEERING DIV.	
DATE: 11/02/2021	DRAWN BY: R. INGLETT
SCALE: N/A	APPROVED BY: D. SCHRYVER
SHEET: 2 OF 2	JOB NO: IRC-1359

Sketch and Legal Description
 for:
INDIAN RIVER COUNTY
 (Parcel 5)