

## AGREEMENT

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Board of County Commissioners of Indian River County, Florida (hereinafter "COUNTY") and Jeta Ranch LLC, a Florida Limited Liability Company (hereinafter "OWNER").

WHEREAS, COUNTY is in the process of acquiring certain lands necessary for the widening and improvement of 66<sup>th</sup> Avenue; and

WHEREAS, OWNER owns certain real property abutting 66<sup>th</sup> Avenue; and

WHEREAS, a portion of the lands owned by OWNER (herein designated as Parcel 129) are necessary for the COUNTY to make its planned improvements to 66<sup>th</sup> Avenue; and

WHEREAS, the COUNTY and OWNERS desire to amicably resolve all issues related to the acquisition of Parcel 129 by COUNTY on the following terms and conditions.

NOW, THEREFORE, COUNTY and OWNER agree as follows:

1. The above-referenced recitals are true and correct and incorporated herein by reference.
2. Within twenty (20) days from the date of approval of this Agreement by the Indian River County Board of County Commissions, OWNER shall convey to COUNTY, by Warranty Deed, the parcel designated as Parcel 129 as legally described in attached Exhibit A. Ad valorem real estate taxes for Parcel 129 shall be prorated as of the date of closing. Non-ad valorem taxes shall be paid in full by the OWNER.
3. OWNER shall convey marketable title to Parcel 129 to COUNTY free and clear of any mortgages, liens or other encumbrances of any nature. OWNER shall obtain partial releases of mortgage and such other documents as may be necessary in order to convey free and clear title to COUNTY.
4. Upon delivery of the above-referenced Warranty Deed and in consideration for the conveyance, COUNTY shall:
  - a. Make payment to the trust account of David W. Barkett, PA in the amount of \$15,000 for Parcel 129 less prorated taxes and assessments. This payment shall also include the reimbursement for attorney's fees, expert costs and other costs and expenses of any nature.
  - b. At the time of construction of the 66<sup>th</sup> Avenue improvements by COUNTY, COUNTY shall install a 20 foot wide concrete driveway as depicted on the 66<sup>th</sup>

Avenue Plan and Profile sheet attached as Exhibit B. The owner agrees to allow temporary access to the property for the construction of the concrete driveway as shown on Exhibit B.

- c. At the time of commencement of the 66<sup>th</sup> Avenue improvements by COUNTY, COUNTY shall stake the new right-of-way/property line so that OWNER may install a new fence at the western property line and install a new gate on the north access point where the new driveway is to be installed. OWNER shall be fully responsible for all costs and expenses of the installation of the new fence and gate.
  - d. OWNER shall seek no other compensation or payment of any nature from COUNTY arising from or related to the acquisition of the lands subject to this Agreement. COUNTY shall be responsible for recording costs and documentary stamps, if any, due concerning the above conveyance.
5. This Agreement is subject to and contingent upon approval of the Board of County Commissioners of Indian River County. In the event such approval is not obtained, this Agreement shall be null and void and shall not be admissible in evidence in any Court proceedings pertaining to COUNTY'S acquisition of Parcel 129.

DATED on the day and year first above written.

\_\_\_\_\_  
Terri A. Hale, Managing Member of Jeta Ranch, LLC. (Owner)

\_\_\_\_\_  
Jeffrey D. Hale, Managing Member of Jeta Ranch, LLC. (Owner)

Approved as to form and  
Legal Sufficiency

\_\_\_\_\_  
Mickey Barkett  
Attorney for the OWNER

BOARD OF COUNTY COMMISSIONERS  
INDIAN RIVER COUNTY, FLORIDA

BY: \_\_\_\_\_  
Joseph E. Flescher, Chairman

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

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

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

Approved as to form and legal sufficiency

\_\_\_\_\_  
Susan J. Prado  
Assistant County Attorney

Approved:

By \_\_\_\_\_  
Jason E. Brown  
County Administrator