

AGREEMENT TO PURCHASE  
BETWEEN INDIAN RIVER COUNTY  
AND  
CLEGHORN SHOE CORPORATION

THIS AGREEMENT TO PURCHASE (the "Agreement") is made and entered into as of the 14th day of September, 2024, by and between Indian River County (the "Buyer"), and Cleghorn Shoe Corporation, a Massachusetts corporation authorized to do business in Florida, as the successor in interest to Miami Gardens, Inc, the owner of record (the "Seller") who agree as follows:

**WHEREAS**, Seller owns the land located at 9010 87<sup>th</sup> Street, Vero Beach, Florida 32967 consisting of approximately 10.5 acres, and identified as parcel number 31382700000700000002.0 (the "Land"). A legal description of the Land is attached to this agreement as Exhibit "A" and incorporated by reference herein; and

**WHEREAS**, Buyer seeks to acquire and develop the Land as a fire station and other governmental uses (the "Intended Use") and

**WHEREAS**. Buyer acknowledges that, subject to the terms hereof, Buyer is purchasing the Land in an "as is" condition, and Buyer accepts the Land in the condition in which it exists as of the date of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises, covenants and premises hereinafter, the BUYER and SELLER agree as follows:

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

2. Agreement to Purchase and Sell. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, upon the terms and conditions set forth in this Agreement the Land, in fee simple, together with all improvements thereon, and together with all easements, rights and uses now or hereafter belonging thereto (collectively, the "Property").

3. Purchase Price, Effective Date. The purchase price ("Purchase Price") for the Property is \$ 1,350,000.00 (One Million and Three Hundred and Fifty 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 both Buyer and Seller have executed this Agreement. If Buyer fails to execute this Agreement within thirty days (30) following the date that Seller executes this Agreement, the Agreement will automatically terminate and be of no further force and effect.

3.1 Deposits. Within five (5) days of the Effective Date of this Agreement, Buyer shall deposit, and cause to be placed in an escrow account maintained by Atlantic Coastal

Title (the "Escrow Agent") the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) to be paid in the manner described below (the "Inspection Period Deposit"). Buyer's obligation to close the transaction in accordance with provisions of this Agreement is contingent upon the Seller's ability to deliver good and marketable title for the Property and to satisfy any other conditions set forth herein. Should Seller default hereunder, Buyer shall be entitled to an immediate refund of the entire sum of the Inspection Period Deposit held by the Escrow Agent.

3.2 An additional Fifty Thousand and 00/100 Dollars (\$50,000.00) shall be deposited with Escrow Agent within five (5) business days following the expiration of the Inspection Period. The second deposit of Fifty Thousand and 00/100 Dollars (\$50,000.00), together with the Inspection Period Deposit, shall be referred to as the "Contract Deposit". Buyer and Seller hereby appoint Atlantic Coastal Title to act as the Escrow Agent for the transaction contemplated by this Agreement and to hold the Contract Deposit in escrow subject to the terms of this Agreement.

4. Title. Seller shall convey marketable title to the Property by special warranty deed free of claims, liens, easements and encumbrances of record or known to Seller, except for Permitted Exceptions defined in Section 4.1 below; but subject to property taxes for the year of Closing and covenants, restrictions and public utility easements of record.

4.1 Survey. Buyer shall, at its sole expense, cause to be prepared and delivered to Seller within forty-five (45) days after the Effective Date, or earlier if sooner available, a survey of the Property (the "Survey"). Such Survey shall provide a legal description and acreage computation for the Property, and shall be prepared by a land surveyor or engineer registered and licensed in the State of Florida and approved by Seller (such approval not to be unreasonably withheld or delayed). The Survey shall contain a certificate addressed to Seller wherein the surveyor certifies as of a date subsequent to the Effective Date the accurate description of the Property and that the survey shows visible boundary lines, easements, rights-of-way, affecting the Property. The Survey shall be subject to review and approval by Seller, which shall not be unreasonably delayed or withheld. Once approved by Seller, the legal description of the Property contained on the Survey shall be substituted for the legal description shown on Exhibit "A". At Closing (as hereinafter defined), Seller will provide Buyer a credit for one half of the cost of the Survey, not to exceed three thousand (\$3,000.00) Dollars.

4.2 Buyer may order an Ownership and Encumbrance Report or Title Insurance Commitment with respect to the Property. Buyer shall within thirty (30) days following the Effective Date deliver written notice to Seller of title defects. Title shall be deemed acceptable to Buyer if (a) Buyer fails to deliver notice of title defects within the time specified, or (b) Buyer delivers notice and Seller cures the title defects within thirty (30) days from receipt of notice from Buyer of title defects ("Curative Period"). Seller shall have no obligation to cure the title defects. If the title defects are not cured within the Curative Period, Buyer 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 the Agreement shall be of no further force and effect, except for the provisions of Section 5.4, which shall

survive termination of the Agreement, or (ii) accept title subject to existing defects and proceed to closing. Any title defects not objected to by Buyer and any title defects that are not cured by Seller or Buyer, but accepted by Buyer, shall be deemed to be "Permitted Exceptions".

4.3 The special warranty deed shall contain language limiting the use of the Property to the Intended Use and such language shall be deemed a Permitted Exception.

## 5. INSPECTIONS.

5.1 Inspections. Buyer, its agents, employees, and representatives shall have ninety (90) days after the Effective Date to perform any and all inspections of the Land as the Buyer deems necessary (the "Inspection Period"). During the Inspection Period, Buyer shall, at its sole cost and expense, determine that utility services including, water, wastewater, electric, telephone and all other utilities are available in the proper size and capacity to serve the existing facilities and installed to the property lines. At all times during the Inspection Period, Buyer and its agents shall be provided with reasonable access during normal business hours to the Land for purposes of on-site inspection, upon reasonable prior Notice (a minimum of twenty-four (24) hours) to Seller. The scope of the inspection contemplated herein shall be determined by Buyer as deemed appropriate under the circumstances and for this Property. This Agreement is contingent upon Buyer, at Buyer's sole cost and expense, obtaining and accepting a Phase I Environmental Audit satisfactory to Buyer and, if deemed necessary from the results of the Phase I Environmental Audit, and agreed to by Seller, a Phase II Environmental Audit for which it will be granted an additional thirty (30) day extension to the Inspection Period.

5.2 Termination. Buyer, at any time during the Inspection Period and in its sole discretion and for any reason whatsoever, shall be entitled to terminate this Agreement. In such event, Buyer shall provide a written cancellation notice by mail, email or facsimile to Seller and/or Seller's counsel and receive the immediate refund of all deposit monies paid to date. Upon such termination, the Escrow Agent shall be authorized to deliver the deposit monies, together with any interest earned, if any, as directed by the Buyer, and the parties shall have no further rights or obligations pursuant to this Agreement. In such event, Escrow Agent shall be entitled to rely solely upon Buyer's instructions, and Seller shall not be entitled to object to the disbursement of the Escrow Deposit.

5.3 Deliveries. Within five (5) days from the Effective Date, Seller shall provide Buyer with any and all relevant information relating to the Property which is in the Seller's possession, custody or control, including but not limited to all surveys, building plans, topographical maps, soil borings reports, agreements, environmental reports, leases, property tax bills, regulations and/or other governmental or quasi-governmental matters affecting the Property. If requested by Seller, even following termination of this Agreement, Buyer shall make available to Seller, at no cost and without any representation or warranty, copies of all soil tests, engineering studies, environmental assessments, site elevations, surveys, traffic studies, and other non-proprietary data, information, and materials furnished by Buyer in connection with the zoning, platting, and site planning of the Property, unless

Buyer is contractually prevented from doing so and to the extent assignable.

5.4 Restoration. Buyer shall restore any damage to the Property caused by Buyer's inspection of the Property. Prior to entry upon the Land by Buyer's agents and representatives, Buyer shall provide evidence to Seller that Buyer's agents and representatives maintain comprehensive general liability insurance, with limits of at least one million dollars (\$1,000,000) per occurrence, covering their activities on the Land and naming Seller as an additional insured. Further, Buyer shall, to the extent allowed by law, without waiving its sovereign immunity, indemnify, defend and hold Seller harmless from any loss, claim, liability or cost, including without limitation, damage to the Land, injury to or death of persons, construction liens and reasonable attorney's fees and costs caused by or associated with Buyer's or Buyer's agent's, employee's, and representative's entry, inspection or testing of the Land. Buyer and Buyer's agents and representatives shall not commit waste and shall restore the Land to substantially the same condition prior to Buyer or Buyer's agent's and representative's entry in the event this Agreement is terminated and there is no Closing. This provision shall survive any termination under this Agreement.

Buyer shall have no indemnification obligation or other liability for, or in connection with any claims arising from pre-existing conditions on or under the Property, or those arising from the presence, discovery, or disturbance of "Hazardous Substances" as such term is defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. '9601 et seq. and the regulations promulgated thereunder (as amended from time to time) and shall include oil and oil waste as those terms are defined in the Clean Water Act, 33 U.S.C. '1251 et seq. and the regulations promulgated thereunder (as amended from time to time), the Resource, Conservation and Recovery Act, 42 U.S.C. '6901 et seq., and any similar laws enacted in effect, each as amended from time to time and shall include any other elements or compounds contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (the "EPA") and the list of toxic pollutants designated by Congress or the EPA as defined by any other Federal, State or local statute, law, ordinance, code, rule, regulation, order or decree relating to standards of conduct concerning any toxic or dangerous waste or substance.

5.5 Confidentiality. To the extent allowed by law, Seller and Buyer hereby covenant and agree that the terms and conditions of this Agreement, including, without limitation, the results of any Phase I or Phase II Environmental Audit, if any, shall be treated by Seller and Buyer as strictly confidential unless otherwise authorized in writing to disclose the same by the other party, except that Buyer may disclose such terms and conditions necessary in connection with any litigation or arbitration commenced in connection with the subject matter contained herein or as required law. Such obligation shall survive the consummation of the transaction contemplated by this Agreement.

## 6. Representations of the Seller.

6.1 Seller is indefeasibly seized of marketable, fee simple title to the Properties, and

is the sole owner of and has good right, title, and authority to convey and transfer the Properties which is the subject matter of this Agreement, free and clear of all liens and encumbrances.

6.2 From and after the Effective Date of this Agreement, Seller shall take no action which would impair or otherwise affect title to 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 Buyer.

6.3 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.

7. Default.

7.1 In the event Buyer shall fail to perform any of its obligations hereunder, Seller shall, at its sole option, be entitled to: (i) terminate this Agreement by written notice delivered to Buyer at or prior to the Closing Date and receive the Contract Deposit from Escrow Agent, and thereupon neither Seller nor any other person or party shall have any claim for specific performance, damages, or otherwise against Buyer; or (ii) waive Buyer's default and proceed to Closing.

7.2 In the event Seller shall fail to perform any of its obligations hereunder, Buyer shall, at its sole option, be entitled to: (i) terminate this Agreement by written notice delivered to Seller at or prior to the Closing Date and receive the Contract Deposit from Escrow Agent, and thereupon neither Buyer nor any other person or party shall have any claim for specific performance, damages or otherwise against Seller; or (ii) obtain specific performance of the terms and conditions hereof; or (iii) waive Seller's default and proceed to Closing:

8. Closing.

8.1 The closing of the transaction contemplated herein ("Closing" and "Closing Date") shall take place within sixty (60) days following the expiration of the Inspection Period. If the Closing has not been completed on or before said date, and Seller and Buyer have not otherwise agreed in writing to extend the Closing Date, this Agreement shall automatically terminate. The parties agree that the Closing shall be as follows:

- (a) Seller shall execute and deliver to Buyer a special warranty deed conveying marketable title to the Properties, free and clear of all liens and encumbrances, subject only to Permitted Exceptions, and in the condition required by paragraph 3.
- (b) Intentionally deleted.
- (c) If Seller is a non-resident alien or foreign entity, Seller shall deliver to Buyer an

affidavit, in a form acceptable to Buyer, certifying that Seller and any interest holders are not subject to tax under the Foreign Investment and Real Property Tax Act of 1980.

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

8.2 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 Seller.

9. Personal Property. Seller shall deliver possession of the Property to Buyer in the same or better condition that existed at the Effective Date hereof.

10. Closing Costs; Expenses.

10.1 Buyer shall be responsible for preparation of all Closing documents.

10.2 Buyer shall pay the following expenses at Closing:

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

10.2.2 Documentary Stamps required to be affixed to the special warranty deed.

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

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

10.3.1 All costs necessary to cure title defect(s), if Seller elects to cure same, or encumbrances, other than the Permitted Exceptions, and to satisfy or release of record all existing mortgages, liens or encumbrances upon the Property.

11. Miscellaneous.

11.1 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.

11.2 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 Buyer 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.

11.3 Assignment and Binding Effect. This Agreement may not be assigned by Buyer in whole or in part, without the express written consent of Seller, except that Buyer may assign this Agreement to a governmental entity wholly controlled by Buyer, or to a governmental Affiliate of Buyer in which event Buyer shall notify Seller of such assignment and deliver to Seller an assignment and acceptance of this Agreement in form reasonably acceptable to Seller. "Affiliate" shall include (a) all governmental subdivisions or other governmental entities controlling, controlled by or under common control with Buyer. "Control" for these purposes shall mean the ability to influence, direct or otherwise significantly affect the major policies, activities or actions of any person or entity.

11.4 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: Cleghorn Shoe Corporation  
Attn: Scott Hodges  
P.O. Box 610727  
N. Miami, Florida 33261  
(954) 450-7904

with a copy to: Bruce D. Barkett, Esq.  
756 Beachland Boulevard  
P.O. Box 3686  
Vero Beach, Florida 32963  
772-494-7225

If to Buyer: Indian River County  
Attn: Susan Prado, Deputy County Attorney  
1801 27<sup>th</sup> Street  
Vero Beach, FL 32960  
(772) 226- 1426

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

11.5 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 not 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

11.6 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.

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

11.8 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 Buyer. 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.

11.9 Brokerage. Colliers International Florida, LLC ("Broker") represents Buyer in this transaction and is the only Broker in this transaction. Seller shall pay Colliers a fee equal to 2% of the final purchase price at closing under a separate agreement that shall be executed between Broker & Seller.

11.10 Like-Kind Exchange. Seller and Buyer (as the case may be, the "requesting party") agree to cooperate with each other (the "other party") in the other party's efforts to effectuate an exchange of properties for the Property in accordance with Section 1031 of the Internal Revenue Code, and to execute and deliver any and all documents which a requesting party may reasonably require relating thereto; provided that (i) such documents shall be prepared by the requesting party at its sole cost, (ii) no such documents shall impose on the non-requesting party any obligations greater than those that that would otherwise exist but for such documentation and (iii) under no circumstances shall any requesting party's rights under this Article result in a delay of the Closing.

[Signatures begin on the following page.]



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

SELLER:

COUNTY:

**CLEGHORN SHOE CORPORATION**

**INDIAN RIVER COUNTY, FLORIDA**

By Andrew L. Ansin  
Andrew L. Ansin, Vice President

By \_\_\_\_\_  
Susan P. Adams, Chairman

Date Signed: 9/14/24

Date Signed: \_\_\_\_\_

Attest: [Signature]  
Seth Bortunk, Secretary

Attest: Ryan Butler, Clerk

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

(SEAL)



Approved:

By: \_\_\_\_\_  
John Titkanich, Jr., County Administrator

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Susan J. Prado, Deputy County Attorney

## EXHIBIT "A"

E 1/2 OF NE 1/4 OF SE 1/4 (OR BK 506 PP897), LESS AND EXCEPT THE FOLL DESC: COM M AT THE NW COR OF THE E 1/2 OF THE NE 1/4 OF THE SE 1/4 OF SEC 27-31-38 RUN S 00 DEG 09 MIN 15 SEC W ALONG THE W LINE A DIST OF 134 FT TO A PT; TH RUN S 89 DEG 53 MIN 20 SEC E PARALLEL WITH THE N LINE A DIST OF 401.79 FT TO THE POB; TH RUN STILL PARALLEL WITH THE N LINE S 89 DEG 53 MIN 20 SEC E A DIST OF 248.58 FT TO THE E ROW OF CR 510; TH RUN S 00 DEG 12 MIN 07 SEC E A DIST OF 1197.22 FT TO A PT IN THE N ROW LINE OF 87TH ST; TH RUN ALONG THE N ROW N 83 DEG 23 MIN 41 SEC W A DIST OF 154.26 FT TO A PT; TH RUN N 14 DEG 26 MIN 43 SEC W A DIST OF 280.11 FT TO A PT OF 18.43 FT ELEVATION N.G.V.D. ESTABLISHED AS A HIGH WATER LINE OF A LAKE; TH RUN N 02 DEG 26 MIN 18 SEC W A DIST OF 156.99 FT TO ANOTHER PT OF 18.43 FT ELEVATION; TH RUN N 75 DEG 07 MIN 48 SEC W A DIST OF 238.35 FT TO A PT; TH RUN N 10 DEG 01 MIN 41 SEC E A DIST OF 366.30 FT TO ANOTHER PT OF 18.43 FT ELEVATION; TH RUN N 24 DEG 44 MIN 03 SEC E A DIST OF 363.30 FT TO THE POB