

**SEALED BID FORM – 1935 43<sup>rd</sup> Avenue**

Bidder \_\_\_\_\_  
(Printed Name)

Hereby submits

TO: INDIAN RIVER COUNTY  
Purchasing Division  
1800 27<sup>th</sup> Street  
Vero Beach, Florida 32960

Project: Sealed Bid for the Purchase of former Mermaid Car Wash, located at:  
1935 43<sup>rd</sup> Avenue  
Vero Beach, FL 32960  
Parcel ID #33-39-04-00010-0000-00003.0

**Bid Due Date and Time: December 03, 2019 at 2:00 P.M.**

The undersigned declares that he/she has visited the premises to review existing conditions prior to the opening of Sealed Bids; that he/she has satisfied himself/herself relative to the condition of this property.

The BIDDER proposes and agrees, if this Bid is accepted, to contract with the County for the purchase of the identified property for the amount of:

\_\_\_\_\_ (\$ \_\_\_\_\_)  
(Total Bid Price Written) (Numerical Bid)

**Enclose with your bid the following:**

1. **A deposit in escrow in the amount of 10% of the total bid price.** A minimum of ½ of the 10% deposit must be a certified check, drawn on any bank authorized to do business in the State of Florida. The remaining deposit may be made by personal check. Both checks shall be made payable to Indian River County Board of County Commissioners. If the winning bidder fails to close within the prescribed time period the security will be retained by the County, not as a penalty, but as liquidated damages. The security checks submitted by all non-winning bidders will be returned following ratification of the winning bid by the Board of County Commissioners.

2. **Two signed copies of the attached agreement for Sale and Purchase (Agreement).** The Bidder shall fill in the following blank spaces on the Agreement.

- |                         |  |
|-------------------------|--|
| Introductory Paragraph: | Full name and address (do not complete the date blank) |
| Paragraph 8.4:          | Your proposed Purchase Price                           |
| Paragraph 9.0:          | Buyer’s full name, address, phone and email            |
| Page 5:                 | Buyer’s signature and printed name(s)                  |

2020015 – Sealed Bid Sale – 1935 43<sup>rd</sup> Avenue

**Bidder shall make no changes to the Agreement. Only the Agreement supplied by the County in the Bid Package will be accepted.**

**Submit** this Sealed Bid Form, Deposit, and two executed copies of the Agreement in a sealed envelope with the following written on the outside: “Bid 2020015 – Sealed Bid for the Purchase of 1935 43<sup>rd</sup> Avenue by 2:00 P.M. on Tuesday, December 03, 2019 to the Purchasing Division, Room B1-301, 1800 27<sup>th</sup> Street (Building B), Vero Beach, FL 32960.

Acceptance of Bid:

The BIDDER understands and agrees that the Owner reserves the right to accept or reject any or all Bids submitted and that acceptance of the winning bid will be determined by the Board of County Commissioners at its December 10, 2019 meeting.

Owner anticipates closing to be completed within 30 calendar days from bid opening.

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to purchase the property “**AS IS, WHERE IS**”. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract.

Respectfully Submitted,

\_\_\_\_\_

Name of Firm or Individual

\_\_\_\_\_

Address

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

City, State, Zip Code

\_\_\_\_\_

Title (If applicable)

( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Phone

\_\_\_\_\_

Date Signed

E-mail: \_\_\_\_\_

## AGREEMENT TO PURCHASE AND SELL REAL ESTATE

THIS AGREEMENT TO PURCHASE AND SELL REAL ESTATE (“Agreement”) is made and entered into as of December           , 2019, 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 **1935 43rd Avenue Vero Beach, FL 32960** and more specifically described on Exhibit “A” attached hereto and incorporated by reference, containing approximately 0.43 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**  
(written purchase price)  
**(\$ \_\_\_\_\_ .00)**. 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)

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: [REDACTED]  
                                 Address: [REDACTED]  
                                 City, State, Zip: [REDACTED]  
                                 Phone: [REDACTED]  
                                 Email: [REDACTED]

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 [REDACTED]    Buyer’s initials [REDACTED]

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: \_\_\_\_\_

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

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

Bob Solari, Chairman

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. DeBraal  
Deputy County Attorney

**Exhibit A**



# Sketch and Legal Description for: INDIAN RIVER COUNTY

## Legal Description (Lot 3 and Lot 22 Remainder)

LOT 3, LESS AND EXCEPT THE EAST 20 FEET THEREOF, AND ALL OF LOT 22, PINWOOD SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 89, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

LESS AND EXCEPT THOSE LANDS KNOWN AS PARCEL 102, AS DESCRIBED IN OFFICIAL RECORD BOOK 3083, PAGE 1212, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

CONTAINING 18,752 SQUARE FEET, (0.43 ACRES) MORE OR LESS

## Surveyor's Notes

1). THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED WITH THE BENEFIT OF A RIGHT OF WAY EXHIBIT PREPARED BY INDIAN RIVER COUNTY ENGINEERING DEPARTMENT, JOB NO. 3051, DATED OCTOBER 24, 2019. TOGETHER WITH THE PLAT OF PINWOOD SUBDIVISION, RECORDED IN PLAT BOOK 2, PAGE 89, 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 AND LEGAL DESCRIPTION.

(B) REPRODUCTIONS OF THE DESCRIPTION AND SKETCH ARE SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

## 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.

### Legend and Abbreviations

SQ. FT. = SQUARE FEET

10-25-19  
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.**

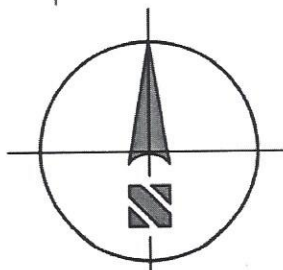
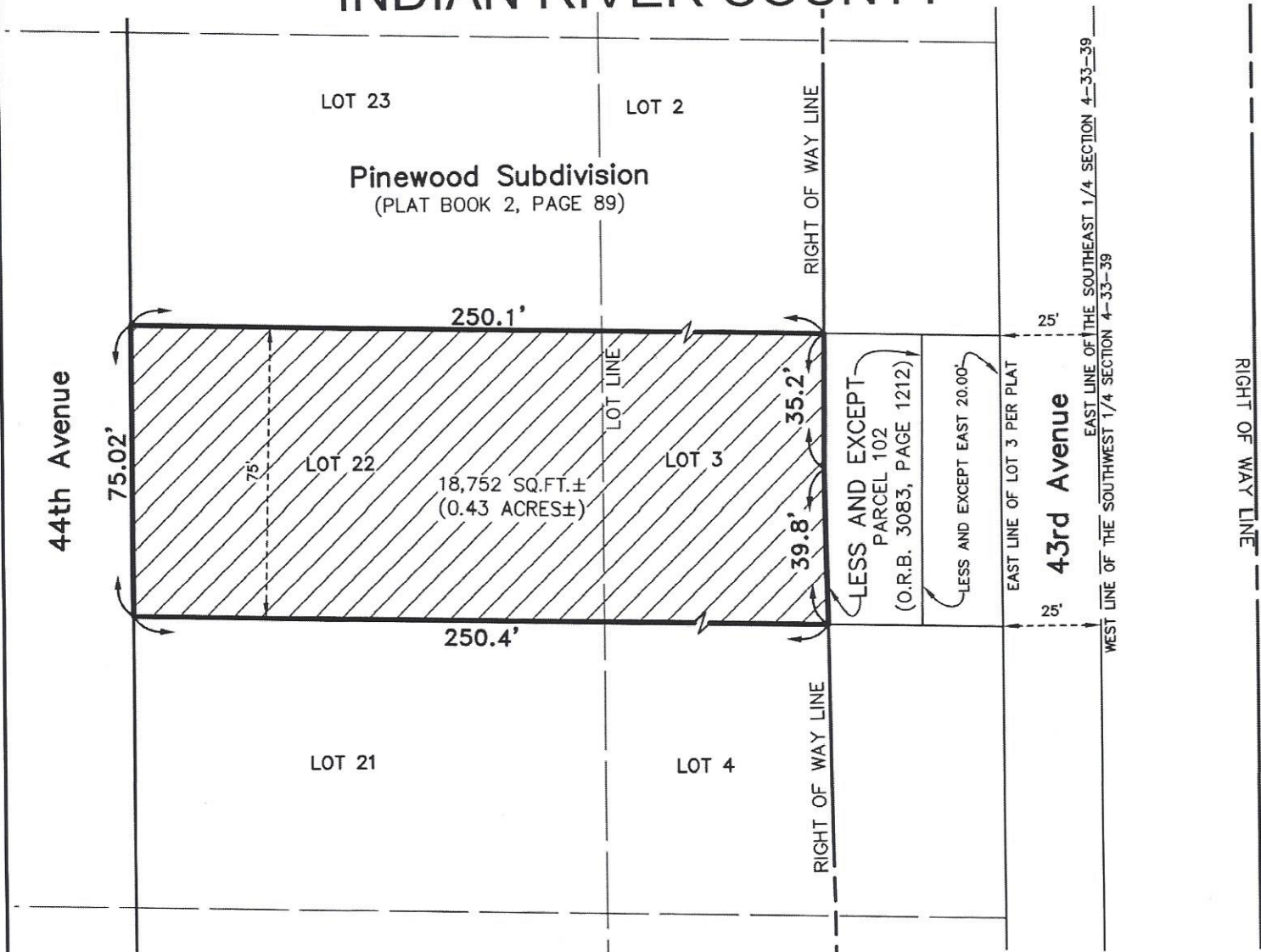
DATE: **10/25/19**      DRAWN BY: **R. INGLETT**

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

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

Sketch and Legal Description for:  
INDIAN RIVER COUNTY

# Sketch and Legal Description for: INDIAN RIVER COUNTY



NOT TO SCALE

Legend and Abbreviations  
SQ. FT. = SQUARE FEET

*This is not a Boundary Survey*

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

DATE: **10/25/19**

DRAWN BY: **R. INGLETT**

SCALE: **N/A**

APPROVED BY: **D. SCHRYVER**

SHEET: **2 OF 2**

JOB NO: **3051**

Sketch and Legal Description for:  
INDIAN RIVER COUNTY