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City Council Agenda Item
Meeting of April 19, 2016

TO: The Honorable Mayor and Members of the City Council
FROM: James R. O'Connor, City Manager
DATE: April 13, 2016

SUBJECT: Exclusive Sale Listing Agreement between Colliers International South Florida, LLC, and the City of Vero Beach, for the Sale of the Dodgertown Golf Course

REQUESTED BY: City Manager

The following is requested as it relates to the above-referenced agenda item:

- Request Council review and approval of the attached document.
 - No action required. (Information only)
-



EXCLUSIVE SALE LISTING AGREEMENT

THIS EXCLUSIVE SALE LISTING AGREEMENT ("Agreement") is entered into as of April 20, 2016 ("**Effective Date**") by and between Colliers International South Florida, LLC, ("**Colliers**") and the City of Vero Beach as owner ("**Owner**").

- Colliers as Exclusive Selling Agent.** Commencing on the Effective Date and continuing through **April 10, 2017 ("Term")**, Owner hereby appoints Colliers as sole and exclusive agent for the sale of the real property commonly known as **Dodgertown Golf Course**, located at **4201 26th Street, Vero Beach, FL 32960** and legally described on Exhibit A, attached hereto, with all improvements now or hereafter made on or to the real property ("**Property**"). Owner agrees to promptly disclose to Colliers any personal property to be included in the sale. Owner authorizes Colliers to insert or correct the legal description over Owner's signature after coordination with and approval by Owner.
- Terms of Sale.** The offering price of the Property shall be **acceptable to seller**, which shall be payable in cash. Any offer to purchase the Property may contain normal and customary contingencies such as the purchaser's approval of a preliminary title report, survey, soils test, feasibility study and existing leases. The purchaser shall take possession of the Property on the closing date. Other terms include the following:
- Negotiations and Cooperation.** All inquiries and offers which Owner receives shall be referred to Colliers and all negotiations shall be conducted solely by Colliers or under its direction. Owner shall cooperate fully with Colliers and shall provide Colliers access to the Property at all reasonable times.
- Advertising.** Unless expressly agreed otherwise in writing, Colliers is authorized to publish this listing with the Commercial Real Estate Industry (online listing site such as CoStar, MLS, etc., "**O.L.S**") and otherwise advertise the Property ~~and prepare and/or secure plans of the Property~~ subject to Owner's approval and at Owner's expense in accordance with the proposed marketing budget outlined in Exhibit C. Costs of brochures and other advertising materials approved by Owner shall be paid by Owner, except that the costs of industry-standard single-page advertising flyers prepared by Colliers shall be paid by Colliers. Colliers shall have the right to place signs advertising the Property for sale on the Property, subject to local sign regulations and at Colliers' expense. Owner understands and agrees that the information contained in this Agreement or otherwise given to O.L.S becomes O.L.S' property, is not confidential, and will be available to third parties, including prospective purchasers, other members of O.L.S who do not represent Owner and who may represent prospective purchasers, and other parties granted access to O.L.S' listing information.
- Cooperation With Other Brokers.** Owner understands and agrees that Colliers may, when appropriate, solicit the cooperation of other real estate brokers and, regardless of whether the cooperating broker is the broker of the purchaser, Owner, neither or both, Colliers may pay them from commissions that are received by Colliers under the terms of this Agreement.
- Deposits.** If applicable, Colliers is authorized to accept deposits for the purchase and sale of the Property from any prospective purchaser and to retain deposits in its trust account. If Colliers has earned a commission pursuant to Paragraph 8, then Colliers is authorized to apply the deposit to payment of the commission at the time the deposit becomes payable to Owner. In the event any deposit made by a prospective purchaser and held by Colliers, Owner or any third party agent is forfeited, then the total sum so forfeited shall be divided equally between Colliers and Owner, provided the amount to Colliers does not exceed the amount of the commissions stated below.
- Extension.** If during the Term of this Agreement, an escrow is opened or negotiations involving the sale, transfer, or conveyance of the Property have commenced or are continuing, then the Term of



this Agreement shall be extended through the termination of such negotiations or consummation of such transaction.

8. **Commissions.** Owner hereby agrees to pay a total commission or commissions to Colliers equal to **four percent (4%)** of the purchase price if Colliers is the sole broker and **five percent (5%)** of the purchase price if a co-broker is involved. Commissions shall be paid pursuant to the payment provisions set forth in Section 9 of this Agreement.

Owner shall pay a commission to Colliers upon the occurrence of one of the following events:

- a) During the Term (i) Colliers, Owner, or any other person or entity procures a purchaser who is ready, willing and able to purchase the Property on the terms set forth in Section 2 hereof, or on other terms acceptable to Owner; (ii) Owner, through any person or entity other than Colliers, enters into any other contract to transfer or exchange the Property or any interest therein or grants an option to purchase the Property to any person or entity; or (iii) Owner withdraws the Property from the market, willfully makes the Property unmarketable, fails to cooperate with Colliers pursuant to Section 3 of this Agreement, or otherwise willfully prevents Colliers from selling the Property, in which event Owner shall be deemed to have sold the Property for the price set forth in Section 2; or
- b) Within one hundred eighty (180) days after expiration of the Term, negotiations commence and continue leading to the sale or exchange of, or an option to purchase, the Property or any interest therein to any person or entity to whom Colliers submitted information regarding the availability of the Property for sale or with whom Colliers negotiated or discussed potential terms of such a sale, or any person or entity who submitted to Owner through Colliers a written offer to purchase the Property. The identity of such persons may but need not be conclusively established by mailing a list of such persons or entities to Owner within fifteen (15) days of the expiration date of the Term; or
9. **Payment of Commissions.** Any commission due pursuant to Section 8 shall be payable on or before the earlier of (a) the closing of a sale or exchange of the Property or any interest therein; (b) the date upon which Owner first acts or fails to act, which act or omission willfully delays or prevents a closing, sale, or exchange of the Property for which Colliers would be entitled to receive a commission; (c) the date upon which Owner withdraws the Property from the market, willfully makes the Property unmarketable or fails to cooperate with Colliers pursuant to Section 3 of this Agreement, or otherwise willfully prevents Colliers from selling the Property. The parties agree that the Property is commercial real estate and that this Agreement may be recorded pursuant to the commercial real estate broker lien laws, if applicable, however any such lien shall be strictly limited as applying to sale proceeds.
10. **Single Agent Agency.** Owner authorizes Colliers to appoint **Kevin McCarthy and Bastian Lagerbauer** to act as Owner's Listing Agent(s). It is understood and agreed that this Agreement creates a single agent ("Single Agent") agency relationship with Listing Agent(s) and Colliers only, not with any other salespersons of Colliers; provided, Owner authorizes Colliers to appoint other salespersons affiliated with Colliers as subagents to act on Owner's behalf as and when needed, at Colliers' discretion. Any such broker or salesperson other than Listing Agent(s) will not be representing Owner and may represent the purchaser, at which time this Single Agent agency relationship hereunder shall transition to a transaction broker relationship, and Owner hereby consents to such transition. Accordingly, for purposes of this Agreement, "Colliers" means Listing Agent(s), including any subagents, and Listing Agent's Broker, Designated Broker or Branch Manager, unless expressly stated otherwise.

Owner agrees that if the Property is sold to a purchaser represented by one of Collier's salespersons other than Listing Agent(s), then Owner consents to the single agent agency relationship hereunder transitioning to a transaction broker agency relationship. Owner understands and agrees that different salespersons affiliated with Colliers may represent different



sellers in competing transactions involving the same buyer. Owner hereby consents to such representation and agrees that it shall not be considered action by Colliers that is adverse or detrimental to the interests of Owner, nor shall it be considered a conflict of interest on the part of Colliers. If Colliers acts as a transaction agent, then Colliers shall be entitled to the entire commission payable under this Agreement plus any additional compensation Colliers may have negotiated with the purchaser. Acceptance of referral fees between salespersons affiliated with Colliers will not be considered action that is adverse or detrimental on the part of the salespersons or Colliers, nor shall it be considered a conflict of interest by the salespersons or Colliers.

If applicable, Owner acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency" and/or any such required materials of the state in which the Property is located. Owner acknowledges that as long as Colliers is operating as a Single Agent, Colliers owes to Owner the following duties:

- (1) Dealing honestly and fairly;
- (2) Loyalty;
- (3) Confidentiality;
- (4) Obedience;
- (5) Full disclosure;
- (6) Accounting for all funds;
- (7) Skill, care and diligence in the transaction;
- (8) Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing; and
- (9) Disclosing all known facts that materially affect the value of real property and are not readily observable.

The duties of a transaction agent are described in the attached **Exhibit "B"** Consent to Transition to Transaction Broker.

Owner agrees to sign the Consent to Transition to Transaction Broker upon the request of Colliers.

11. **Responsibility for Maintenance.** Colliers shall not be responsible for maintenance of the Property or for damages of any kind to the Property or its contents, including, but not limited to, vandalism and theft, unless Colliers caused such damage by its negligence or willful misconduct. Owner hereby releases and waives all rights, claims and causes of action against Colliers, except claims based on Colliers' negligence or willful misconduct, for damages to the Property or its contents.
12. **Indemnification.** Owner shall defend, indemnify and hold harmless Colliers, its parent, subsidiaries, affiliates, shareholders, officers, managers, directors, employees and agents, from and against any and all claims, lawsuits, harm, costs, demands, settlements, judgments, losses, liabilities, damages and expenses, including, but not limited to, attorneys' fees, costs and related expenses, through the appellate and bankruptcy levels (collectively, "**Liabilities**"), relating to, arising out of or in connection with negligence on the part of Owner, but only to the extent of the waiver of sovereign immunity and limits of liability provided in section 768.28, Florida Statutes. No other provision herein or in any related document shall be deemed or interpreted as a waiver of Owner's sovereign immunity whether by contract or law. Owner shall not be responsible for indemnification for Liabilities to the extent caused by Colliers' negligence or willful misconduct in performing its obligations under this Agreement.

Colliers hereby indemnifies and agrees to defend and hold Owner and its respective officers, directors, shareholders, partners, members, beneficiaries, trustees, managers, employees, and representatives harmless from and against any and all Liabilities brought by a third party to the extent caused by Colliers' negligence or willful misconduct in performing its obligations under this Agreement.



13. **Limitation of Liability.** Neither party shall be liable to the other for, and each party hereby waives any and all rights to claim against the other, any special, indirect, incidental, consequential, punitive or exemplary damages in connection with this Agreement, including, but not limited to, lost profits, even if the party has knowledge of the possibility of such damages; and in no event shall Colliers' liability to Owner for any transaction exceed the fees paid to Colliers in connection with such transaction.
14. **Third Party Information Disclaimer.** Any provision of third party information or related materials to Owner by Colliers is for general informational purposes only. In addition, any information furnished by Colliers is not intended to be tax, legal, investment, or transaction advice. Colliers makes no guarantees, representations or warranties of any kind, express or implied regarding the accuracy, authenticity, completeness, legality, or reliability of any third party information. Owner and any other interested party should undertake their own inquiries as to the accuracy of the third party information, and acknowledges and agrees that Colliers shall not be liable for any errors, omission or inaccuracies of any third party information provided.
15. **Disclosure; Hazardous Substances.** Owner agrees to promptly disclose to Colliers and any prospective purchaser all known material defects, if any, of the Property and any knowledge Owner has or may hereafter acquire regarding the production, disposal, storage or release of any hazardous wastes or other toxic or hazardous substances in or on the Property. Colliers is authorized to disclose all pertinent information regarding the Property to prospective purchasers, and Owner shall indemnify and hold harmless Colliers and any cooperating brokers to the same extent set forth in Section 12 of this Agreement in the event Owner fails to make any required disclosure or makes any misrepresentation about the Property or its condition.
16. **No Discrimination.** Owner hereby acknowledges that it is illegal to refuse to display, sell or lease the Property to any person because of race, color, religion, national origin, sex, marital status or physical disability.
17. **Owner's Warranty.** Owner warrants that Owner has full authority to execute this Agreement and to sell, or exchange the Property, and that all information concerning the Property provided by Owner to Colliers is accurate to the best of Owner's knowledge and belief. The person(s) executing this Agreement on behalf of Owner warrant(s) that such person(s) have full authority to do so and in so doing to bind Owner. Owner confirms that following closing of the Property, the amount of the purchase price and any other terms of the sale of the Property shall not be deemed confidential information and Owner authorizes disclosure of the same.
18. **Notice.** Any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery or via a nationally recognized courier at the addresses set forth beneath the parties' signatures below.
19. **Severability.** The terms of this Agreement shall be deemed severable so that if any term should be found illegal or unenforceable, the remaining terms shall nevertheless continue in full force and effect.
20. **Attorneys' Fees.** In the event of dispute between the parties to enforce a right or rights provided by or arising out of this Agreement, the non-prevailing party shall pay to the prevailing party reasonable attorneys' fees and other costs and expenses of enforcement proceedings through the appellate and bankruptcy levels. The "prevailing party" shall be the party receiving a net affirmative award or judgment.
21. **Amendments.** No provision of this Agreement may be waived, modified, amended, discharged or terminated, except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.



22. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and/or permitted assigns; provided, however, that neither party may assign this Agreement without the prior written consent of the other party.
23. **Negotiation and Construction.** This Agreement and each of the terms and provisions hereof have been negotiated between the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either party, and each party has sought and obtained independent legal advice from counsel of his or her own selection, and that having had such advice and with such knowledge, the parties clearly understand and assent to all the provisions hereof and each of them is signing this Agreement freely and voluntarily.
24. **Governing Law.** This Agreement is entered into and shall be governed and construed in accordance with the laws of the state in which the Property is located and all proceedings hereunder shall occur in Indian River County, Florida. Each party hereby consents and irrevocably submits to the exclusive personal jurisdiction of the state court of competent jurisdiction located in Indian River County in the State of Florida, and waives any objection to the convenience of such venue. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION AT LAW OR IN EQUITY IN ANY PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.
25. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute the entire Agreement.
26. **Entire Agreement.** This Agreement sets forth the entirety of the agreement between the parties regarding sale of the Property.
27. **Commercial Lien Act Disclosure.** The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with Owner, the broker may claim a lien against Owner's net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.
28. **Facsimile & Electronic Media Signatures.** Signatures and initials communicated by facsimile or other electronic media signatures shall be deemed originals.

[Signatures on the following page]



IN WITNESS WHEREOF, the parties hereto have reviewed and executed this Agreement and it is effective as of the Effective Date.

ATTEST:

Owner: City of Vero Beach

Tammy K. Vock
City Clerk

By: _____
Jay Kramer
Mayor

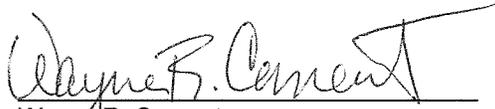
[SEAL]

Date: _____

1053 20th Place
Vero Beach, FL 32960
Email: purchase@covb.org and
joconnor@covb.org
Phone: 772-978-5470 / 772-978-4710

Approved as to form and legal sufficiency:

Approved as conforming to municipal policy:



Wayne R. Coment
City Attorney

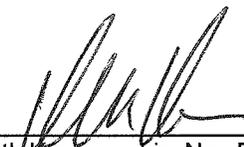
James R. O'Connor
City Manager

WITNESSES:

Colliers: Colliers International South Florida, LLC

Sign: 

Print name: RICHARD R. LILLIS

By: 

Kenneth Krasnow Lic. No.: BK3249404
Executive Managing Director

Sign: 

Print name: ELIAS TORRES

[SEAL]
Date: 4/13/16

601 Brickell Key Drive, Suite 603
Miami, FL 33131
Email: ken.krasnow@colliers.com
Phone: +1 786 517 4990

EXHIBIT A
Property Description

Parcel Id Numbers: 32392600011023000001.1, 32392600011023000001.2,
32392600011023000001.3

Situated in the State of Florida, County of Indian River, City of Vero Beach, and being a part of Section 3, Township 33 South, Range 39 East and being more particularly bounded and described as follows:

All of Dodgertown Parcel 1-A as described in Official Record Book 1961, Page 956 of the Public Records of Indian River County, Florida;

Together with;

Dodgertown Parcel 2-A & 1-C as described in Official Record Book 2517, Page 547 of the Public Records of Indian River County, Florida;

Together with;

Dodgertown Parcel 3-A as described in Official Record Book 1961, Page 968 Of the Public Records of Indian River County, Florida;

Less:

That portion deeded to Indian River County as described in Official Record Book 2517, Page 551 of the Public Records of Indian River County, Florida;

Also Less:

That portion right of way deeded to Indian River County along 43rd Avenue, as described in Official Record Book 2878, Page 480 of the Public Records of Indian River County, Florida;

Overall Parcel also being described as:

Commencing at the northwest corner of Section 3-33-39;

Thence South 00°00'47" West along the west line of said Section 3-33-39 for a distance of 30.00 feet;

Thence South 89°45'39" East for a distance of 75.00 feet to a Point of intersection with the east right of way of 43rd Avenue and the south line of the Indian River Farms Water Control District's Canal A-3, said intersection also being the Point of Beginning of the following described parcel;

Thence from the Point of Beginning, continue South 89°45'39" East on the said south line of Canal A-3 for a distance of 794.99 feet;

Thence South 03°32'27" West for a distance of 582.12 feet;

Thence South 00°14'21" West for a distance of 360.85 feet;

Thence South 02°50'58" East for a distance of 830.37 feet to a point lying 50 feet north of and perpendicular to the Indian River Farms Water Control District's Main Canal;

Thence South 69°22'53" West and parallel with the said Main Canal for a distance of 880.69 feet to a point on the east right of way of 43rd Avenue;

Thence North 00°00'47" East along the said east right of way of 43rd Avenue for a distance of 88.90 feet;

Thence North 04°41'53" East for a distance of 159.16 feet;

Thence North 00°00'47" East for a distance of 345.57 feet;

Thence North 10°28'14" East for a distance of 33.06 feet;

Thence North 00°00'47" East for a distance of 75.08 feet;

Thence North 07°48'44" West for a distance of 139.55 feet;

Thence North 00°00'47" East for a distance of 1220.72 feet;

Thence North 45°07'34" East for a distance of 35.29 feet to the Point of Beginning;

Said parcel containing 1,535,197 square feet or 35.24 acres more or less.

Note: said parcel subject to easements as shown.

SCALE 1" = 240'

SURVEYOR'S NOTES

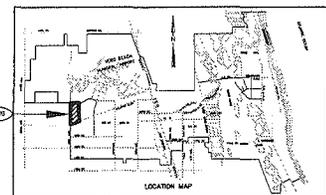
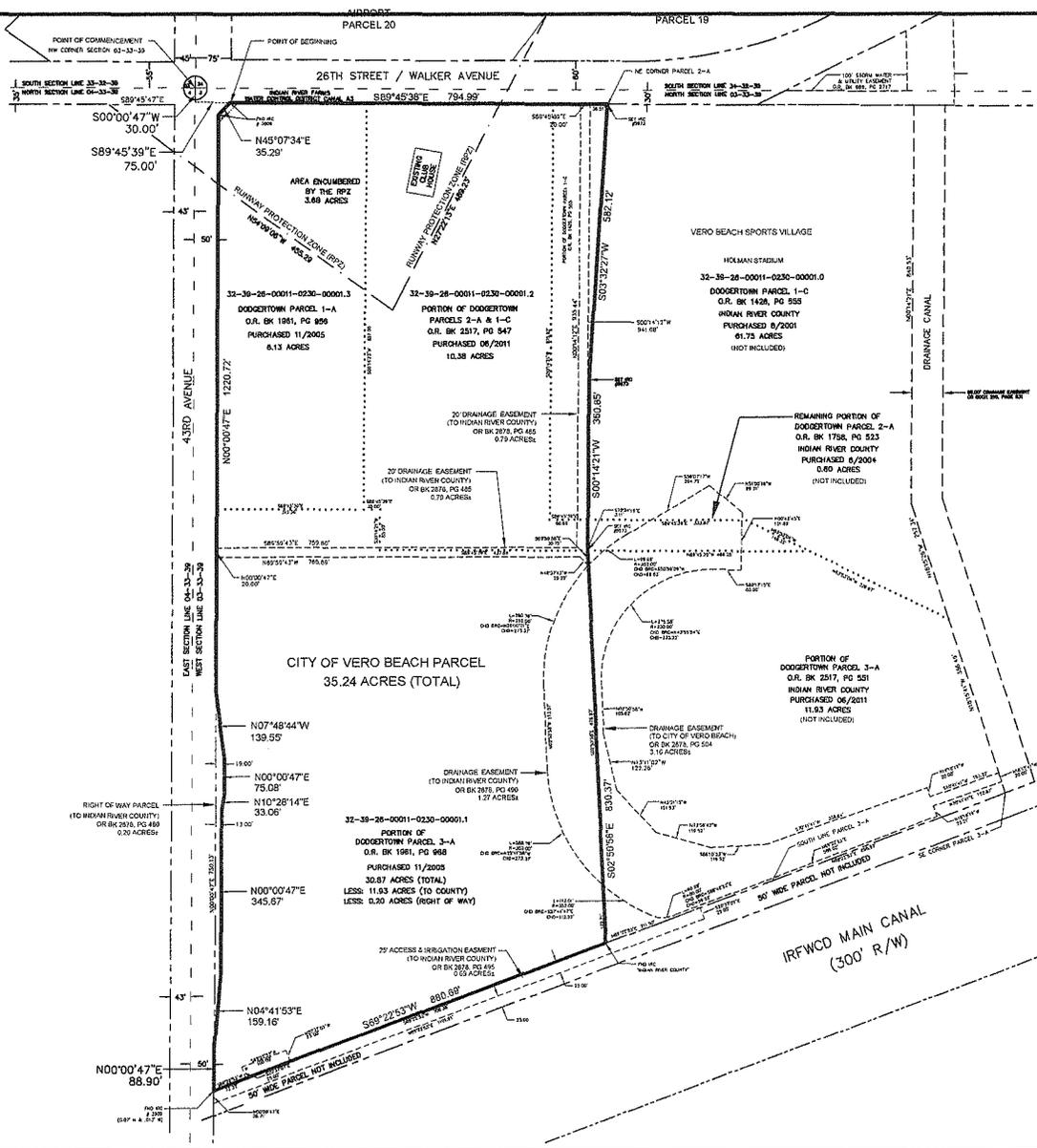
- BEARINGS ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, FLORIDA HIGH PRECISION NETWORK NAD 83/1980 FINAL ADJUSTMENT AND BASED UPON FOUND AND RECORDED MONUMENTS ALONG THE NORTH LINE OF SECTION 3, TOWNSHIP 33 SOUTH, RANGE 39 EAST.
- THE EXPECTED USE OF THIS LAND AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (6017-6 F.A.C.) IS COMMERCIAL. THE MINIMUM RELATIVE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 10,000 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS REQUIREMENT.
- THE CITY OF VERO BEACH IS THE FEE SIMPLE TITLE HOLDER OF ALL LANDS SURVEYED HEREIN.
- NO INTERIOR IMPROVEMENTS OR UNDERGROUND UTILITIES WERE LOCATED AS PART OF THIS BOUNDARY SURVEY EXCEPT AS SHOWN.
- THERE ARE NO VISIBLE ENCROACHMENTS EXCEPT AS SHOWN.
- SUBJECT PROPERTY LIES IN FLOOD ZONE "C" AS PER FEMA MAP # 12004-02A-X, PANEL 343 OF 380, EFFECTIVE DECEMBER 4, 2012.
- FIELD SURVEY COMPLETED ON AUGUST 21, 2015.
- THIS SURVEY IS NOT VALID WITHOUT AN EMBOSSED SURVEYOR'S SEAL.

LEGEND

- BOUNDARY LINE
- - - RIGHT OF WAY LINE
- SECTION LINE
- - - EASEMENT LINE

ABBREVIATIONS

- BK BOOK
- BRG BEARING
- CHD CHORD
- FND FOUND
- IRFWD INDIAN RIVER FARMS WATER CONTROL DISTRICT
- IRZ IRZ ROD WITH CAP
- L LENGTH
- O.R. OFFICIAL RECORD
- P.C. PAGE
- PSM PROFESSIONAL SURVEYOR & MAPPER
- R RANGES
- R/W RIGHT OF WAY
- RPZ RUNWAY PROTECTION ZONE



PROPERTY DESCRIPTION

STATED IN THE STATE OF FLORIDA, COUNTY OF INDIAN RIVER, CITY OF VERO BEACH, AND BEING A PART OF SECTION 3, TOWNSHIP 33 SOUTH, RANGE 39 EAST AND BEING MORE PARTICULARLY BOUND AND DESCRIBED AS FOLLOWS:

ALL OF DODDERTOWN PARCEL 1-A AS DESCRIBED IN OFFICIAL RECORD BOOK 1951, PAGE 551 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

TOGETHER WITH:

DODDERTOWN PARCEL 2-A & 1-C AS DESCRIBED IN OFFICIAL RECORD BOOK 2517, PAGE 547 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

TOGETHER WITH:

DODDERTOWN PARCEL 3-A AS DESCRIBED IN OFFICIAL RECORD BOOK 1951, PAGE 551 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

LESS:

THAT PORTION DEEDED TO INDIAN RIVER COUNTY AS DESCRIBED IN OFFICIAL RECORD BOOK 2517, PAGE 551 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

ALSO LESS:

THAT PORTION RIGHT OF WAY DEEDED TO INDIAN RIVER COUNTY ALONG 43RD AVENUE, AS DESCRIBED IN OFFICIAL RECORD BOOK 2930, PAGE 480 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

OVERALL PARCEL ALSO BEING DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 3-33-39;

THENCE SOUTH 00°00'47" WEST ALONG THE WEST LINE OF SAID SECTION 3-33-39 FOR A DISTANCE OF 30.00 FEET;

THENCE SOUTH 89°45'39" EAST FOR A DISTANCE OF 75.00 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY OF 43RD AVENUE AND THE SOUTH LINE OF THE INDIAN RIVER FARMS WATER CONTROL DISTRICT'S CANAL A-3; SAID INTERSECTION ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE FROM THE POINT OF BEGINNING, CONTINUE SOUTH 89°45'39" EAST ON THE SAID SOUTH LINE OF CANAL A-3 FOR A DISTANCE OF 784.99 FEET;

THENCE SOUTH 03°32'27" WEST FOR A DISTANCE OF 582.12 FEET;

THENCE SOUTH 00°14'21" WEST FOR A DISTANCE OF 360.85 FEET;

THENCE SOUTH 02°50'58" EAST FOR A DISTANCE OF 830.37 FEET TO A POINT LYING 50 FEET NORTH OF AND PERPENDICULAR TO THE INDIAN RIVER FARMS WATER CONTROL DISTRICT'S MAIN CANAL;

THENCE SOUTH 69°22'53" WEST AND PARALLEL WITH THE SAID MAIN CANAL FOR A DISTANCE OF 880.69 FEET TO A POINT ON THE EAST RIGHT OF WAY OF 43RD AVENUE;

THENCE NORTH 00°00'47" EAST ALONG THE SAID EAST RIGHT OF WAY OF 43RD AVENUE FOR A DISTANCE OF 88.90 FEET;

THENCE NORTH 04°41'53" EAST FOR A DISTANCE OF 159.16 FEET;

THENCE NORTH 00°00'47" EAST FOR A DISTANCE OF 345.57 FEET;

THENCE NORTH 10°28'14" EAST FOR A DISTANCE OF 33.06 FEET;

THENCE NORTH 00°00'47" EAST FOR A DISTANCE OF 75.00 FEET;

THENCE NORTH 07°48'44" WEST FOR A DISTANCE OF 139.55 FEET;

THENCE NORTH 00°00'47" EAST FOR A DISTANCE OF 1220.72 FEET;

THENCE NORTH 45°07'34" EAST FOR A DISTANCE OF 35.29 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINING 1,535,197 SQUARE FEET OR 35.24 ACRES MORE OR LESS.

NOTE: SAID PARCEL, SUBJECT TO EASEMENTS AS SHOWN.

DAVID GAY, PSM #5973 DATE

REV. NO.	DESCRIPTION	AUTHORIZED BY	DRAWN BY	DATE
3	CORRECTED THIS IN PROPERTY DESCRIPTION	MGF	DS	03/20/15
2	ADDED EASEMENTS ACCORDING	MGF	DS	11/20/14
1	ADDED EASEMENTS & REMOVED RIGHT OF WAY PARCEL	MGF	DS	02/03/15

CITY PROPERTY/ 43RD AVENUE AND 26TH STREET	
BOUNDARY SURVEY	SCALE 1" = 120'
CITY OF VERO BEACH	PROJECT NO. 2011-26
DEPARTMENT OF PUBLIC WORKS	DATE 02/03/15
SURVEYING & ENGINEERING DIVISION	
CITY PROJECT NO.	SHEET 1 OF 1



EXHIBIT B

**CONSENT TO TRANSITION TO
TRANSACTION BROKER**

FLORIDA LAW ALLOWS REAL ESTATE LICENSEES WHO REPRESENT A BUYER OR SELLER AS A SINGLE AGENT TO CHANGE FROM A SINGLE AGENT RELATIONSHIP TO A TRANSACTION BROKERAGE RELATIONSHIP IN ORDER FOR THE LICENSEE TO ASSIST BOTH PARTIES IN A REAL ESTATE TRANSACTION BY PROVIDING A LIMITED FORM OF REPRESENTATION TO BOTH THE BUYER AND THE SELLER. THIS CHANGE IN RELATIONSHIP CANNOT OCCUR WITHOUT YOUR PRIOR WRITTEN CONSENT.

As a transaction broker, Colliers International South Florida, LLC and Kevin McCarthy and Bastian Lagerbauer, provides to you a limited form of representation that includes the following duties:

1. Dealing honestly and fairly;
2. Accounting for all funds;
3. Using skill, care, and diligence in the transaction;
4. Disclosing all known facts that materially affect the value of real property and are not readily observable to the buyer;
5. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing;
6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and
7. Any additional duties that are entered into by this or by separate written agreement.

Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but a licensee will not work to represent one party to the detriment of the other party when acting as a transaction broker to both parties.

_____ I agree that my agent may assume the role and duties of a transaction broker.
(initials of Owner)

OWNER:

Name:
Date:



EXHIBIT C

PROPOSED MARKETING BUDGET

Recommended Marketing

Colliers Availabilities List sent to in-house database	N/C to Owner
Electronic Flyer	N/C to Owner
Landandfarm.com Property Listing	N/C to Owner
Loopnet Property Listing	N/C to Owner
Custom Property Website	N/C to Owner
Monthly Eblast to Broker Database	N/C to Owner
Monthly Eblast to Specialized Lists	N/C to Owner
Property Signage (Two Standard 4x6 signs)	N/C to Owner

Optional Additional Marketing

Loopnet Premium Listing	\$23.00/month (\$280+/year)
Flyover Aerial and Property Photo Shoot	\$400.00 +
Landandfarm.com Premium Listing	\$50.00/month (\$600/year)
PropertyBlast.com eblast to nationwide database of brokers and investors	\$159.00 + tax

Total Marketing Budget

\$1,439.00

(Owner is tax exempt)