

ADDENDUM TO AGREEMENT TO PURCHASE AND SELL REAL ESTATE

THIS ADDENDUM TO AGREEMENT is entered into as of the 7th day of February, 2022, by and between the Indian River County Board of County Commissioners, a political subdivision of the State of Florida, whose address is 1801 27th Street, Vero Beach, FL 32960 ("County"), and MJMC-2, LLC, a Florida limited liability company, whose address is 900 20th Place, Vero Beach, FL 32960 ("MJMC").

WHEREAS, the County owns a 0.07-acre parcel of unimproved land located on the east side of Old Dixie Highway between 39th and 41st Streets, Vero Beach, FL, as depicted on the aerial photo attached as Exhibit "A", hereinafter, the "Property"; and

WHEREAS, adjacent to the Property to the east is a 25' wide strip of right-of-way consisting of 0.050 acres that is depicted on the aerial photo attached as Exhibit "A"; and

WHEREAS, WHPG, Inc., a Florida corporation, owns the parcel of property located at 3990 Old Dixie Highway adjacent to the right-of-way and depicted on the aerial photo attached as Exhibit "A", and seeks to develop the parcel for auto storage; and

WHEREAS, MJMC has petitioned to have the right-of-way strip abandoned so it may be combined with the Property to provide safe access to the WHPG parcel via Old Dixie Highway; and

WHEREAS; the Parties wish to add an addendum to the Agreement to make sale of the Property contingent on the County approving the right-of-way abandonment.

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 add an addendum to the Agreement, as follows:

Recitals. The above recitals are true and correct and are incorporated herein.


1. The Agreement to Purchase and Sell Real Estate is hereby made contingent upon the County approving abandonment of the 25' strip of right-of-way strip referred to as the Property consisting of 0.050 acres that is depicted on the aerial photo attached as Exhibit "A".
2. If the County does not approve the Petition to abandon the 25' strip of right-of-way, the Agreement to Purchase and Sell Real Estate shall become null and void.

Signatures on the following page

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

MJMC-2 LLC
A Florida limited liability company

INDIAN RIVER COUNTY BOARD OF
COUNTY COMMISSIONERS

By: 
Jan S. Jelmy, Manager

By: _____
Peter D. O'Bryan, Chairman

Date Signed: Febr. 7 2022


Date Signed: _____

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

By: _____
Deputy Clerk

Approved as to form and
legal sufficiency:

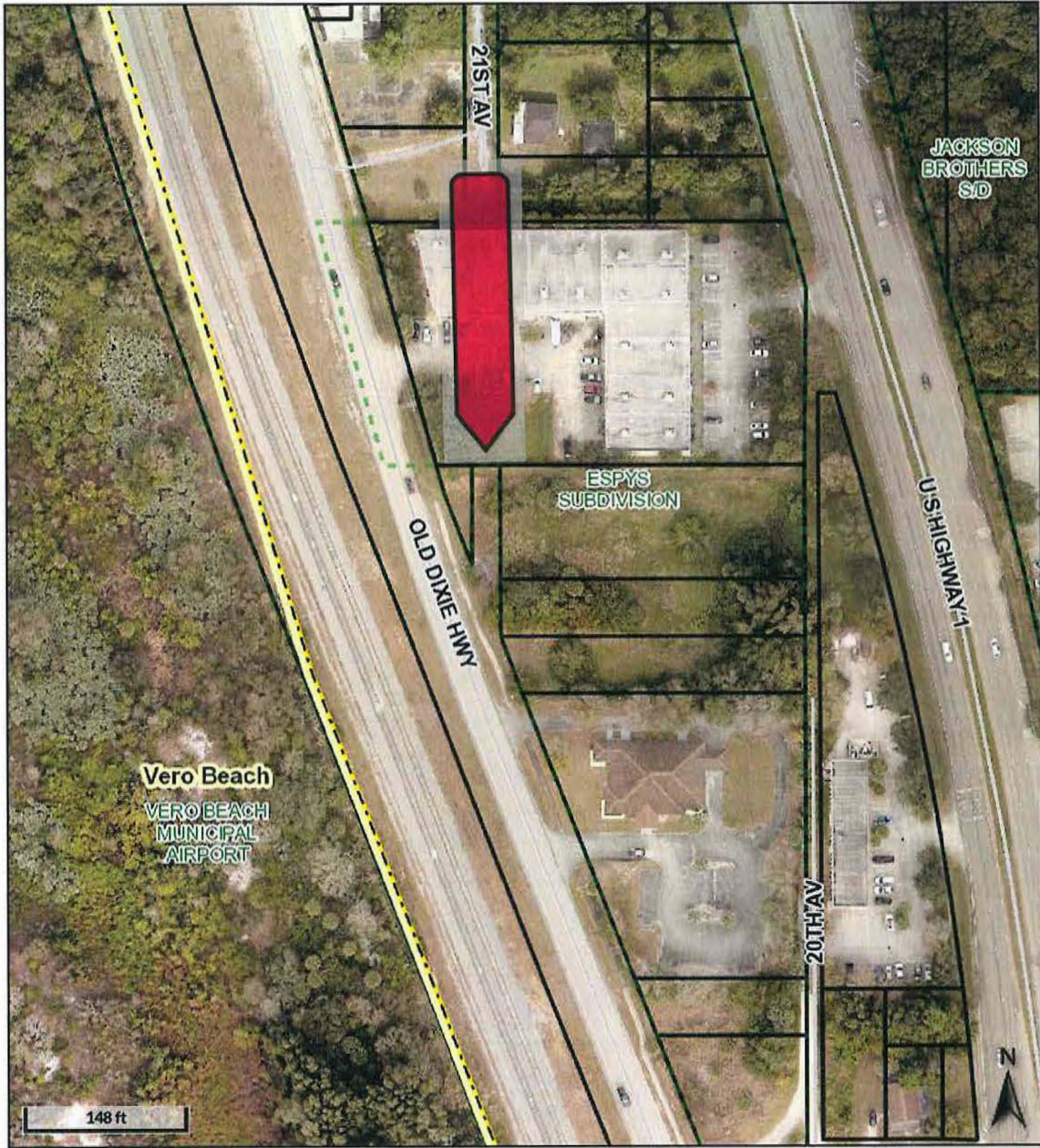
Indian River County Administrator


William K. DeBraal
Deputy County Attorney

By: _____
Jason E. Brown



EXHIBIT "A"



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

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