

AGREEMENT TO PURCHASE AND SELL REAL ESTATE

THIS AGREEMENT is entered into as of the ____ day of November, 2021, 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, the Property is zoned CG, General Commercial, and lies inside of the Urban Services Boundary; and

WHEREAS, the County acquired this triangular shaped Property via a tax deed in 2000 and due to its size, it is an unbuildable lot and is not needed for right-of-way, 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, contemporaneous to this purchase, MJMC petitioned to have the right-of-way strip abandoned so it may be combined with the Property to provide safe access to the MJMC parcel via Old Dixie Highway; and

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, as follows:

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

1. Agreement to Purchase and Sell. The County hereby agrees to sell to MJMC, and the MJMC hereby agrees to purchase from the County, upon the terms and conditions set forth in this Agreement, the 0.07-acre parcel of real property and more specifically described in Exhibit "B" attached and incorporated by reference herein.

2. Purchase Price; Effective Date. The purchase price (the "Purchase Price") for the Property shall be ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00). 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 by the Indian River County Board of County Commissioners at a formal meeting of such Board.

3. Title to the Property. The County shall convey title to the Property by county deed free of claims, liens, easements and encumbrances known to the County.

4.0 MJMC may order an Ownership and Encumbrance Report with respect to the Property. MJMC shall, within thirty (30) days from receipt of the Ownership and Encumbrance Report, deliver written notice to the County of title defects. Title shall be deemed acceptable to MJMC if (a) MJMC fails to deliver notice of defects within the time specified, or (b) MJMC delivers notice and the County cures the defects within thirty (30) days from receipt of notice from MJMC of title defects ("Curative Period"). The County shall use best efforts to cure the defects within the Curative Period and if the title defects are not cured within the Curative Period, MJMC shall have thirty (30) days from the end of the Curative Period to elect, by written notice to the County, to: (i) terminate this Agreement, whereupon it shall be of no further force and effect, or (ii) extend the Curative Period for up to an additional 90 days; or (iii) accept title subject to existing defects and proceed to closing.

5. Representations of The County.

5.1 The County acquired the Property via Tax Deed in 2000 and makes no warranty as to the title.

5.2 From and after the Effective Date of this Agreement, the 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 MJMC.

6. Default.

6.1 In the event the County shall fail to perform any of its obligations hereunder, MJMC shall be entitled to: (i) terminate this Agreement by written notice delivered to the County at or prior to the Closing Date, or (ii) waive The County's default and proceed to Closing.

6.2 In the event of a default by MJMC, the County shall be entitled, as its sole remedy hereunder, to terminate this Agreement. The County shall have no claim for specific performance, damages or otherwise against MJMC.

7. Closing.

7.1 The closing of the transaction contemplated herein ("Closing" and "Closing Date") shall take place within 45 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 MJMC a county deed conveying title to the Property.
- (b) The County shall have removed all of its personal property and

equipment from the Property and shall deliver possession of the Property to MJMC vacant and in the same or better condition that existed at the Effective Date hereof.

(c) The County and MJMC shall each deliver to the other such other documents or instruments as may reasonably be required to Close this transaction, including any corrective documents.

7.2. Closing Costs; Expenses. MJMC shall be responsible for preparation of all Closing documents. MJMC shall pay the following expenses at Closing:

(a) The cost of recording the county deed and any release or satisfaction obtained by Seller pursuant to this Agreement.

(b) Documentary Stamps required to be affixed to the warranty deed.

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

8. Prorations. 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 MJMC. If the Closing Date occurs during the time interval commencing on November 2 and ending on December 31, MJMC shall pay all current real estate taxes and special assessments levied against the Property, prorated based on the "due date" of such taxes established by the taxing authority having jurisdiction over the Property. If the Closing Date occurs between January 1 and November 1, MJMC shall, in accordance with Florida Statutes Section 196.295, deposit into escrow with the Tax Collector, an amount equal to the current real estate taxes and assessments, prorated to the Closing Date.

9. Miscellaneous.

9.1 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.

9.2 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 MJMC 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.

9.3 Assignment and Binding Effect. Neither MJMC nor the 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.

9.4 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 MJMC: MJMC, LLC
900 20th Place
Vero Beach, FL 32960
Attn: Jan Jelmy, Manager

If to the County: Indian River County Solid Waste Disposal District
1801 27th Street
Vero Beach, FL 32960
Attn: Public Works Director

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

9.5 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.

9.6 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.

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

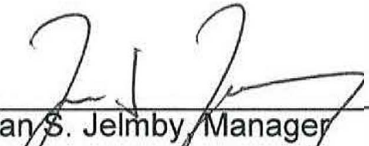
9.8. County Approval Required: This Agreement is subject to approval by the Indian River County Board of County Commissioners as set forth in paragraph 2.

SIGNATURES ON THE FOLLOWING PAGE

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

MJMC LLC
A Florida limited liability company

INDIAN RIVER COUNTY BOARD OF
COUNTY COMMISSIONERS

By: 
Jan S. Jelmy, Manager

By: _____
Joseph E. Flescher, Chairman

Date Signed: 11-2-2021

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

Parcel ID 32392600008000000054.0 Prop ID 50394
 Sec/Twp/Rng 26-32-39 Class 8600 - County
 Property OLD DIXIE HWY Foreclosed/Owned
 Address VERO BEACH Acreage 0.07

Owner INDIAN RIVER
 Address COUNTY
 1801 27TH ST
 VERO BEACH, FL
 32960

Last 2 Sales		Date	Price	Instr Type	Qual
4/1/2001	\$100	Next Yr	U	Status	
5/1/2000	\$300	Sheriff's	U	Deed	

[Plat Book Link](#)

District 7- COUNTY- NO SEBASTIAN INLET
 Brief Tax Description ESPYS SUB LOT 54 PBS 2-36
 (Note: Not to be used on legal documents)

Date created: 2/25/2022
 Last Data Uploaded: 2/25/2022 8:06:12 AM

EXHIBIT "B" Legal Description

**Espy's Subdivision Lot 54 as recorded in St. Lucie County Plat Book 2
Page 36, Official Records of Indian River County.**