

STATE OF FLORIDA
INDIAN RIVER COUNTY

**FIRST AMENDMENT TO THE AGREEMENT TO PURCHASE AND SELL
REAL ESTATE**

THIS FIRST AMENDMENT TO THE AGREEMENT TO PURCHASE AND SELL REAL ESTATE (this “Amendment”) is made and entered into as of this ____ day of _____, 2019, by and between PREMIER CITRUS, LLC, a Florida limited liability company, (“Seller”), and INDIAN RIVER COUNTY, a political subdivision of the State of Florida, (“Buyer”).

Recitals:

WHEREAS, Seller and Buyer entered into that certain Agreement to Purchase and Sell Real Estate approved on November 26, 2019, (the “Agreement”), regarding real property located in Indian River County, Florida as described more completely in Exhibit “A” of the Agreement; and

WHEREAS, Seller and Buyer have agreed to amend the Agreement in accordance with the terms and conditions hereof.

Amendment to Agreement:

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Seller and Buyer, intending to be legally bound, do hereby covenant and agree as follows:

A. Recitals. The recitals set forth above are true and correct in all respects and form an integral part of this Amendment.

B. Definitions. Capitalized terms which are defined in the Agreement and which are not otherwise defined herein shall have the same meanings herein as are ascribed to such terms in the Agreement.

C. Amendment of Section 7. The Agreement is hereby amended by deleting the reference to “within 45 days following the Effective Date of this Agreement” in subparagraph 7.1 of the Agreement and inserting in lieu thereof the following: “on or before January 17, 2020”.

E. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Florida.

F. Paragraph Headings. The paragraph headings herein have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.

G. Ratification. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. Except as revised herein, the Agreement remains unmodified. As modified herein, the Agreement is ratified and confirmed in all respects, and shall continue in full force and effect.

H. Multiple Counterparts. This Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

I. Electronic Signatures. Except as provided in this Paragraph below, this Amendment, and any further amendments to the Agreement, may be executed only by hand-signatures; however, any such signatures may be transmitted by facsimile or email, and any such electronic transmissions of the signatures shall be deemed to constitute originals. Except as expressly provided in this Paragraph to the contrary, neither the Electronic Signatures in Global and National Commerce Act nor any parallel, corresponding or similar state law or regulation shall apply to the execution of this Amendment or any further amendment to the Agreement. Notwithstanding the foregoing provisions of this Paragraph, the ratification of this Amendment by any of the Authorized Officers, Representatives, or Agents on behalf of Seller or Buyer may be accomplished by electronic signature using DocuSign or other similar technology.

{Remainder of Page Intentionally Left Blank}

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by and through their respective duly authorized representatives as of the day and year first above written.

SELLER:

BUYER:

PREMIER CITRUS, LLC
a Florida limited liability company

INDIAN RIVER COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Name: _____
Title: _____

By: _____
Susan Adams, Chairman

Date Signed: _____

Date Approved: _____

Witnessed by:

Attest: Jeffrey R. Smith, Clerk of Court and
Comptroller

Printed Name: _____

By: _____
Deputy Clerk

Witnessed by:

Printed Name: _____

Approved for BCC Agenda:

Jason E. Brown
County Administrator

Approved as to form
And legal sufficiency:

William K. DeBaal
Deputy County Attorney