

ADDENDUM NUMBER ONE TO VACANT LAND CONTRACT

SELLER: Indian River County, a political subdivision of the State of Florida

BUYER: Sea Oaks Property Owners Association, Inc.

BROKERS: N/A

This Addendum Number One to Vacant Land Contract ("Contract"), shall modify and amend the said Agreement between the above parties in the following particulars, to wit:

SPECIAL CLAUSES:

1. LEGAL DESCRIPTION OF PROPERTY AND ADDITIONAL TRANSFERS:

- A. Seller agrees to sell, and Buyer agrees to purchase that certain real property depicted in Exhibit "A" attached hereto, incorporated herein by this reference, consisting of approximately 2.41 acres. Seller shall convey the real property by County Deed at closing and Buyer shall take title subject to that Land Lease Agreement dated February 20, 2007 (Verizon Lease) between County and Verizon Personal Communications LP d/b/a Verizon Wireless (Verizon) and that Tri-Party Lease Agreement (Tri-Party Lease) between County, Verizon, and T-Mobile South LLC, dated December 8, 2007, and also subject to an Easement Agreement between Buyer and Wireless EDGE Towers III, LLC.
- B. In addition to the foregoing, Seller shall also transfer and assign to Buyer on the Closing Date the following:
- (i) Improvements. All of Seller's right, title, and interest in any improvements, buildings, structures, and related equipment, wells, timber, natural growth vegetation, (hereinafter referred to as the "Improvements") located in and on the Property; and
 - (ii) Tangible Personal Property. All of Seller's right, title, and interest in all fixtures, equipment, machinery, systems, and other permanently affixed elements located on or about the Property and Improvements or used in the operation and maintenance thereof, (hereinafter the "Tangible Personal Property"); and
 - (iii) Intangible Property. All of Seller's title and interest in all intangible property (the "Intangible Property"), if any, pertaining to the Property, the Improvements, or the Tangible Personal Property or the use thereof, including, without limitation, easements, oil, gas and mineral interests, leases, all present and future use of wastewater, wastewater capacity, drainage, drainage capacity, water, water capacity, or other utility facilities relating to the Property and Improvements; all reservations of, commitments for, and letters covering any such use, whether or not the same are being currently used to the fullest extent available; approvals, licenses, authorizations, permits, and applications with or from governmental authorities related to or benefiting the Property and the Improvements.

References to "Property" within this Contract shall be collectively deemed to include the real property, the Improvements, Tangible Personal Property and Intangible Property referred to above.

- C. The Seller agrees to close out any permits, whether expired or open, at the seller's expense prior to closing relating to the property.

2. SELLER REPRESENTATIONS:

- A. Seller represents and warrants to the Buyer as follows:
- (i) Seller has full power and authority to execute and deliver this Contract and to consummate

the transaction contemplated hereunder.

- (ii) Seller is not a party to any pending suit or action by any third party or governmental body, including administrative proceedings; there are no judgments, decrees, rulings, writs, orders, injunctions or other judicial, administrative or arbitration mandates outstanding against Seller; and Seller has no notice of any alleged city, state, federal, building, zoning, fire or health codes, regulations or ordinance violations filed or issued with regard to the Property; and
- (iii) Seller will deliver to Buyer, at the Closing Date, good and marketable title to the Property, free and clear of all encumbrances except real property taxes for the current year not yet due and payable, existing zoning, land use and governmental regulations.
- (iv) Seller owns all oil, gas, and mineral rights and interests appurtenant to the Property, and there has been no severance of the surface/subsurface estate or title to the Property; and
- (v) The Property is not subject to any claimed or threatened violations of environmental laws, statutes or regulations and Seller has received no notice of the same from any governmental agency; and
- (vi) There are no special assessments, condemnation or eminent domain proceedings pending or threatened with regard to the Property; and
- (vii) Seller has received no notice of any default or breach by Seller of any covenants, conditions, restrictions, or easements affecting the Property, or any portion thereof; and
- (viii) At the time of closing the Property shall have full, free and uninterrupted access to and from all streets and rights of way adjacent to the Property, and Seller has no knowledge of any fact or condition which would result in the termination or impairment of such access.

3. GOVERNING LAW/JURISDICTION:

This Contract shall be interpreted pursuant to provisions of the laws of the State of Florida. In the event of any litigation arising out of this Contract, Seller and Buyer stipulate and agree that jurisdiction and venue for the same shall lie in Indian River County, Florida.

4. SURVIVAL OF REPRESENTATIONS AND TERMS:

- A. The representations and warranties of Seller shall be true and correct on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date. Seller, by having closed the sale of the Property, shall be deemed conclusively to have certified at closing that all representations and warranties were true and correct on and as of the Closing Date, and such representations and warranties shall survive the closing of the transaction contemplated by the Contract and the Closing Date for a period of one (1) year.
- B. In the event any term, provision, or condition set forth herein or in the Contract requires the action or performance by Seller or by Buyer after the Closing Date or the forbearance of an action or performance by Seller or by Buyer after the Closing Date, then such action or performance or the forbearance of the same shall survive the Closing Date and the closing of the transaction contemplated by the Contract and this Addendum.

5. ENTIRE AGREEMENT:

Except as specifically stated herein, the Contract and this Addendum constitute the entire agreement between the parties and supersedes all agreements, representations, warranties, statements, promises and understandings not specifically set forth in this Contract or in the certificates or documents delivered in connection herewith. Neither party has in any way relied, nor shall in any way rely upon any oral or written

agreements, representations, warranties, statements, promises or understandings not specifically set forth in this Contract and attached Addenda.

6. BROKERS COMMISSION:

The parties hereby agree and represent that they have not utilized the services of a Real Estate Broker and/or Salesperson with regard to this transaction and that neither party hereto is indebted to or otherwise liable to any party for a commission or other compensation related to the procurement of this transaction. Each party hereto agrees to indemnify and hold harmless the other party for any claims for a commission or other compensation by any third party resulting from the indemnifying party's actions or inactions.

7. INTEGRATION:

This Addendum Number One shall be and is hereby made a part of the Contract between the parties executed simultaneously herewith. The terms of this Addendum supersede those inconsistent terms contained in the printed form Contract and in the event of a conflict between the terms of this Addendum and the printed form Contract, the provisions of this Addendum shall control.

"SELLER"

INDIAN RIVER COUNTY

By: _____
Joseph E. Flesher, Chairman of the Board of
County Commissioners of Indian River County

Attest: _____
Ryan L. Butler, Clerk of Court and Comptroller

Tax ID No.: 59-6000674

Telephone: 772-266-1426

Address: 1801 27th Street, Vero Beach, FL 32960

Email: chicks@indianriver.gov

Approved as to Form and Legal sufficiency:

By: _____
Christopher A. Hicks
Assistant County Attorney

"BUYER"

**SEA OAKS PROERTY OWNERS
ASSOCIATION, INC**

By: Jeffrey D. Wilson
Jeffrey D. Wilson
President, Sea Oaks Home Owners
Association

EXHIBIT A

LEGAL DESCRIPTION

JW