

**SECOND AMENDMENT TO DEVELOPER'S AGREEMENT BETWEEN
INDIAN RIVER COUNTY, FLORIDA AND SLV MILLSTONE, LLC
FOR MILLSTONE LANDING PLANNED DEVELOPMENT**

THIS SECOND AMENDMENT TO DEVELOPER'S AGREEMENT, (Second Amendment) entered this _____ day of _____, 2017, by and between INDIAN RIVER COUNTY, FLORIDA a political subdivision of the State of Florida, 1801 27th Street, Vero Beach, Florida, 32960 hereafter called COUNTY and SLV MILLSTONE, LLC, a Delaware Limited Liability Company, the address of which is 6310 Capital Drive, Suite 130, Bradenton, Florida 34202, hereafter referred to as the DEVELOPER.

WITNESSETH

WHEREAS, the Indian River Board of County Commissioners, during a public hearing, granted its approval to the Conceptual Planned Development Plan known as "Millstone Landing" on October 19, 2004; and

WHEREAS, the previous developer, Shelby Homes at Millstone, Inc., (Shelby Homes) entered into a Developer's Agreement with the COUNTY dated July 12, 2005 (Original Agreement) that called for on site, off site, and site related improvements; and

WHEREAS, the Original Agreement is binding on any successor developer; and

WHEREAS, DEVELOPER purchased undeveloped platted lots north of 21st Street SW and all of the remaining project acreage in Millstone Landing located south of 21st Street SW; and

WHEREAS, DEVELOPER and COUNTY amended the Original Agreement on October 4, 2016; and

WHEREAS, the Parties desire to further amend the Original Agreement as stated below;

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and premises hereinafter, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and DEVELOPER agree to amend the Original Agreement as follows:


1. Recitals: The foregoing recitals are hereby incorporated as if fully restated herein.
2. Paragraph 5 of the Original Agreement is hereby deleted and replaced with the following: (words underlined are added):

5. 23rd Street SW: Prior to the issuance of the Project's 450th Certificate of Occupancy, or before July 1, 2018, whichever occurs first, DEVELOPER shall have designed, permitted, and constructed 23rd Street SW as a two-lane paved roadway, in accordance with Indian River County's standards, to include a five foot (5') concrete sidewalk on the north right-of-way line from 27th Avenue west to a point just west of 30th Avenue SW, a distance of approximately 1,050 linear feet. The July 1, 2018 completion deadline may be extended if the Indian River County Public Works Director determines DEVELOPER has proceeded in good faith to complete the described improvements, and is making satisfactory progress with construction.

3. Except as modified herein, the Original Agreement, as previously amended, remains in full force and effect.

IN WITNESS WHEREOF the COUNTY and DEVELOPER has caused these presents to be executed in their names, the day and year first above written.

SLV MILLSTONE, LLC

BY: 
Its Michael Moser
Authorized Signatory

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

BY: _____
Peter D. O'Bryan, Chairman
BCC Approved: _____

WITNESS: 

WITNESS: 
(Corporate seal is acceptable in place of witnesses)


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

BY: _____
Deputy Clerk

Approved:

Jason E. Brown, County Administrator

Approved as to form and legal sufficiency:



William K. DeBraal
Deputy County Attorney