

**SECOND AMENDMENT TO
AGREEMENT BETWEEN
INDIAN RIVER COUNTY, FLORIDA AND
LOST TREE PRESERVE, LLC
FOR LOST TREE PRESERVE, PD
FOR THE CONSTRUCTION OF OFF-SITE UTILITIES**

This SECOND AMENDMENT (hereinafter “Second Amendment”) to Agreement Between Indian River County, Florida and Lost Tree Preserve, LLC for Lost Tree Preserve, PD for the Construction of Off-Site Utilities (“Agreement”) is made and entered into as of the _____ day of _____ 2023, by and between Indian River County (“County”) and Lost Tree Preserve, LLC (“Developer”).

RECITALS

WHEREAS, the County and Developer entered into the Agreement on August 15, 2017; and

WHEREAS, the County entered into the First Amendment to Agreement Between Indian River County, Florida and Lost Tree Preserve, LLC for Lost Tree Preserve, PD for the Construction of Off-Site Utilities (“First Amendment”) on March 3, 2020; and

WHEREAS, the County is in the process of resurfacing 69th Street along the Lost Tree Preserve project and will have its contractor install the utility lines as part of the resurfacing of 69th Street: and

WHEREAS, since the County will construct the 6” force main and the 12” off-site water main on 69th Street, the completion of construction of such lines will no longer be a condition precedent to the issuance of the Developer’s Certificate of Completion; and

WHEREAS, the County and Developer wish to extend the term set forth in the Agreement and modify certain Developer responsibilities under the Agreement and First Amendment,

NOW THEREFORE, in consideration of the mutual covenants contained herein and other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Recitals. The County and Developer agree that the above recitals are true and correct by this reference incorporated herein and made part thereof.

Section 2. Amendment of Paragraph 1.D of the Agreement. Paragraph 1.D. of the Agreement shall be revised to read as follows:

- D. The County and the Developer agree that the County will construct the 12” off-site water main described in the First Amendment, with the Developer paying its fair share to the County in the amount of \$146,815.76 by April 30, 2024, or earlier

upon the issuance of a Certificate of Completion for Phases 4/5 of Lost Tree Preserve.

Section 3. The remaining terms and conditions of the Agreement and First Amendment shall remain in full force and effect.

Section 4. Effective Date. This Second Amendment shall be effective as of the date that it is fully executed by both parties.

IN WITNESS WHEREOF, the COUNTY and the DEVELOPER have accepted, made, and executed this Second Amendment to Agreement as evidenced by their signatures below:

Witness Signature

Witness Printed Name

Witness Signature

Witness Printed Name

DEVELOPER: Lost Tree Preserve, LLC
By: Lost Tree Village Corporation
It's Manager

By: _____
Charles M. Bayer, Jr., President

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2023, by Charles M. Bayer, Jr., President of Lost Tree Village Corporation, the Manager of Lost Tree Preserve, L.L.C., who is personally known to me or who has produced _____ as identification.

Notary Public

Printed Name: _____
Commission # _____
Expiration Date _____

INDIAN RIVER COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Joseph H. Earman, Chairman

Date Approved: _____

Approved:

Approved as to form and legal sufficiency:

Michael C. Zito
Interim County Administrator

Dylan Reingold
County Attorney

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

By: _____
Deputy Clerk