

**FIRST AMENDMENT TO AGREEMENT BETWEEN INDIAN RIVER  
COUNTY, FLORIDA AND VERO BEACH MOB, LLC FOR VERO BEACH  
MEDICAL OFFICE BUILDING**

**THIS FIRST AMENDMENT TO AGREEMENT BETWEEN INDIAN RIVER COUNTY, FLORIDA AND VERO BEACH MOB, LLC FOR VERO BEACH MEDICAL OFFICE BUILDING** (“Amendment”) is entered into as of the \_\_\_ day of \_\_\_\_\_, 2020 by and between Indian River County, a political subdivision of the State of Florida, whose address is 1801 27<sup>th</sup> Street, Vero Beach, Florida, 32960 (“COUNTY”), and Vero Beach MOB, LLC, a Florida limited liability company, whose address is 435 5<sup>th</sup> Avenue N., St. Petersburg, FL 33701 (the “DEVELOPER”).

**RECITALS**

**WHEREAS**, COUNTY and DEVELOPER entered into the Agreement Between Indian River County, Florida and Vero Beach MOB, LLC for Vero Beach Medical Office Building, dated \_\_\_\_\_, 2020, (the “Agreement”), which address a cost-share between the parties for the construction of certain off-site utility improvements (the “Improvements”); and

**WHEREAS**, the costs of the Improvements exceeded the initial cost estimate set forth in the Agreement,

**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:

1. **Recitals**. The above recitals are true and correct and are incorporated herein.
2. **Amendment of Section 1 (Off-Site Utilities)**. The last two sentences of Section 1 of the Agreement is amended to read as follows:

“Within 30 calendar days of acceptance of the bill of sale for the Force Main and submittal of the necessary maintenance security, COUNTY shall reimburse DEVELOPER nineteen percent of the estimated installation cost of the Force Main, as set forth in Revised Exhibit “C”. The COUNTY shall pay no more than ~~\$6,416.51~~ \$8,368.01 for the Force Main.”

3. Exhibit “C” to the Agreement shall be removed and replaced with Revised Exhibit “C”, which is attached to this Amendment.
4. All other provisions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, County and Developer have executed this instrument this \_\_\_ day of \_\_\_\_\_, 2020

**INDIAN RIVER COUNTY, FLORIDA**

By: \_\_\_\_\_  
Susan Adams, Chairman  
Board of County Commissioners

Approved by BCC \_\_\_\_\_

Attest:

Jeffrey R. Smith, Clerk of Circuit Court  
and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

Approved as to Form and Legal Sufficiency

\_\_\_\_\_  
Dylan Reingold  
County Attorney

\_\_\_\_\_  
Jason E. Brown,  
County Administrator

DEVELOPER: Vero Beach MOB, LLC

By: \_\_\_\_\_  
Patrick Marston  
Vero Beach MOB, LLC  
Managing Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Printed Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Printed Name

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_, the \_\_\_\_\_ of  
\_\_\_\_\_, a Florida \_\_\_\_\_, who executed on behalf of and  
with the full authority of said entity, and who is either personally known to me or produced  
\_\_\_\_\_ (driver's license or passport) as identification.

NOTARY:

signature: \_\_\_\_\_

(stamped seal with printed name, commission  
number and commission expiration date)

SEAL:

REVISED EXHIBIT C  
ESTIMATE OF CONSTRUCTION COST

| <b>Vero Beach MOB Forcemain Cost - Direction Drill - Shared Costs</b> |                                                                     |                    |      |             |                    |
|-----------------------------------------------------------------------|---------------------------------------------------------------------|--------------------|------|-------------|--------------------|
| Bid Item No.                                                          | Bid Item Description                                                | Estimated Quantity | Unit | Unit Price  | Total Price        |
| <b>1) DIRECTIONAL BORE COST DIFFERENTIAL</b>                          |                                                                     |                    |      |             |                    |
| 1                                                                     | ORIGINAL DEVELOPER'S AGREEMENT (IRCDUS share) (Exhibit C)           | 1                  | EA   | \$ 6,416.51 | \$ 6,416.51        |
| 2                                                                     | 6" PVC (DR18) (Cost difference for the upsized PVC) (Exhibit C)     | -475               | LF   | \$ 5.70     | \$ (2,707.50)      |
| 3                                                                     | 4" HDD (inc HDPE, Fusing, & Bentonite Removal) (Developer Required) | -475               | LF   | \$ 25.50    | \$ (12,112.50)     |
| 4                                                                     | 6" HDD (inc HDPE, Fusing, & Bentonite Removal) (County Requested)   | 475                | LF   | \$ 31.50    | \$ 14,962.50       |
| <b>1 - Total cost differential to upsize to 6" HDD</b>                |                                                                     |                    |      |             | <b>\$ 6,559.01</b> |

| <b>2) 6-INCH FORCE MAIN (County-requested items)</b> |                               |   |    |             |                    |
|------------------------------------------------------|-------------------------------|---|----|-------------|--------------------|
| 1                                                    | 6" x 4" Tee                   | 1 | EA | \$ 560.00   | \$ 560.00          |
| 2                                                    | 4" Gate Valve w/ blind flange | 1 | EA | \$ 1,100.00 | \$ 1,100.00        |
| 3                                                    | 4" Cap                        | 1 | EA | \$ 150.00   | \$ 150.00          |
| <b>2 - Total County-requested items</b>              |                               |   |    |             | <b>\$ 1,810.00</b> |

|                                                 |             |
|-------------------------------------------------|-------------|
| 1 - Total cost differential to upsize to 6" HDD | \$ 6,559.01 |
| 2 - Total County-requested items                | \$ 1,810.00 |

|                                    |                    |
|------------------------------------|--------------------|
| <b>Total shared cost to County</b> | <b>\$ 8,369.01</b> |
|------------------------------------|--------------------|

\_\_\_\_\_  
Aaron Bowles, P.E.

\_\_\_\_\_  
FL PE# 55313

\_\_\_\_\_  
Date