

**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

THIS FIRST AMENDMENT (“Amendment”) to Agreement between Indian River County, Florida and Lost Tree Preserve, LLC for Lost Tree Preserve, PD (“Agreement”) is made and entered into this ____ day of _____, 2020, by and between Indian River County (“County”) and Lost Tree Preserve, L.L.C. (“Developer”).

WITNESSETH

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

WHEREAS, the Developer, in conjunction with the construction improvements at Lost Tree Preserve PD, is providing water and wastewater facilities to the subject property located at 4250 65TH STREET, and more specifically described in Exhibit “A” to the Agreement; and

WHEREAS, the Agreement acknowledged a future addition to extend the 8-inch water main on 65th Street from Old Dixie Highway to the western limits of Lost Tree Preserve PD; and

WHEREAS, the County and Developer agreed that the Developer will pay 67% of the construction costs of the water main that abuts Developer property (Lost Tree Preserve PD) with the County responsible for the balance 33%; and

WHEREAS, the County agrees to the upsizing of the water main on 65th Street from 8-inch to 12-inch; and

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the County and Developer agree as follows:

1. Paragraph 1.C. of the Agreement shall be amended to read as follows:

- C. Developer shall extend a 12-inch diameter water main from the existing 12-inch diameter water main on the northeast corner of 46th Dr and 65th St along the north side of 65th St approximately 4,260 feet to the northwest corner of 65th Street and Old Dixie Hwy. The County shall reimburse the Developer pursuant to the provisions of Section 201.11, of the Code, for funds advanced by Developer to oversize the off-site facilities. County shall reimburse Developer in accordance with Exhibit “D” attached hereto for oversizing the off-site water main. The actual reimbursement amounts shall be based on Exhibit “D” but in no event shall the County’s cost share exceed **\$135,980.08**. The reimbursements shall

follow the schedule outlined below:

1. Off-site water main to be paid once completion of all necessary testing, acceptance of Florida Department of Environmental Protection (FDEP) Certification of Completion, and acceptance of the water main dedication to Indian River County Department of Utility Services (IRCDUS) per (IRCDUS) Water & Wastewater Utility Standards, March 2019 or latest edition.
2. Paragraph 1.D. shall be added to read as follows:
 - D. The County and Developer acknowledge that additions to the Agreement will be necessary when future phases are contemplated. The 12" off-site water main and the 6" force main on 69th Street will be extended to the western limits of Lost Tree Preserve PD when future phases of the project are constructed. The County and the Developer agree that the Developer will pay 67% of the construction costs of the water main that abuts Developer property (Lost Tree Preserve PD) with the County responsible for the 33% balance. The 6" force main on 69th Street will be extended to the western limits of Lost Tree Preserve PD. The County and the Developer agree that the Developer will pay 67% of the construction costs of the force main that abuts its property with the County responsible for the 33% balance. The dollar value of these future required improvements will be determined at the time the corresponding phase of Lost Tree Preserve PD is proposed for construction. The payments and payment schedule under this paragraph 1.D will be consistent with paragraph 1.A and 1.B to the Agreement, as amended.
3. Exhibit "D" attached to this Amendment shall be incorporated into Agreement as Exhibit "D".
4. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the COUNTY and the DEVELOPER have accepted, made, and executed this First 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 this _____ day of _____, 2020, by Charles M. Bayer, Jr., President of Lost Tree Village Corporation, the Manger 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 _____

Attest: Jeffery R. Smith, Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Susan Adams, Chairman

BCC Approved: _____

Approved as to Form and Legal Sufficiency

Approved by:

Dylan Reingold, County Attorney

Jason E. Brown, County Administrator

EXHIBIT "D"
OFFSITE WATER MAIN

Item	Description	Qty	U/M	Rate	Total
1	Mobilization	1	LS	\$9,500.00	\$9,500.00
2	M.O.T.	1	LS	\$9,000.00	\$9,000.00
3	12" x 12" Tap	1	EA	\$7,231.45	\$7,231.45
4	12" PVC	4,260	LF	\$39.55	\$168,483.00
5	12" HDPE	200	LF	\$184.20	\$36,840.00
6	12" DIP/Directional Bore Under R/R	1	LS	\$101,404.55	\$101,404.55
7	12" GV	9	EA	\$2,870.40	\$25,833.60
8	12" End Cap	2	EA	\$990.00	\$1,980.00
9	12" Tee	1	EA	\$1,275.00	\$1,275.00
10	12" 45 degree Bend	7	EA	\$990.00	\$6,930.00
11	12" Megalugs	1	LS	\$4,870.00	\$4,870.00
12	12" x 6" Tee	2	EA	\$1,070.45	\$2,140.90
13	Fire Hydrant Assembly	1	EA	\$5,100.00	\$5,100.00
14	Temporary Jumper	2	EA	\$2,385.00	\$4,770.00
15	Blow Offs	2	EA	\$1,250.00	\$2,500.00
16	Sample Points	3	EA	\$650.00	\$1,950.00
17	Pressure Test	1	LS	\$2,150.00	\$2,150.00
18	CH-Line	1	LS	\$2,150.00	\$2,150.00
19	6" GV	1	EA	\$1,275.00	\$1,275.00
20	6" MJ-Plug	1	EA	\$450.00	\$450.00
21	12" 90 degree Bends	2	EA	\$990.00	\$1,980.00
22	12" x 8" MJ-Tees	3	EA	\$1,195.00	\$3,585.00
23	8" MJ - GV	3	EA	\$1,875.00	\$5,625.00
24	8" MJ-Plug	3	EA	\$620.00	\$1,860.00
25	8" PVC Pipe	109	LF	\$29.15	\$3,177.35
	TOTAL				\$412,060.85
	Indian River County	33%			\$135,980.08
	Lost Tree Preserve, LLC	67%			\$276,080.77