## **EXHIBIT 4**

## SECOND ADDENDUM TO AGREEMENT BETWEEN INDIAN RIVER COUNTY, FLORIDA AND REDEVGROUP, INC.

THIS SECOND ADDENDUM is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Indian River County, Florida, a political subdivision of the State of Florida, 1801 27th Street, Vero Beach, FL 32960, ("County"), and REDEVGROUP, INC., a Florida Profit Corporation, 1826 US Highway 1, Vero Beach, FL 32960 ("Developer").

## WITNESSETH

WHEREAS, County and Developer entered into an Agreement dated June 12, 2018, ("Agreement"), which Agreement was amended by that First Addendum thereto dated September 11, 2018 ("First Addendum"), and

WHEREAS, County and Developer desire to further amend the Agreement as described herein;

NOW, THEREFORE, for in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, County and Developer hereby agree as follows:

- 1. The foregoing recitals are incorporated as if fully restated herein.
- 2. Section 3 of the Agreement is hereby deleted and replaced with the following Section 3:

Section 3: Provided Developer has delivered to County Fee Simple title to one of the properties described above, and has recorded the Declaration of Covenants described in Section 4 below, upon request by Developer (or a related entity owned and controlled by the same principal owners of Developer), County shall release Lot 5 from the Development Order and from the Conservation Easement by execution of a document ("Release"), which shall be recorded in the public records of Indian River County, Florida. In recognition of and consideration for the time, effort, and expense of Developer to satisfy the requirements of Section 2 above, thereby resulting in the public benefits to be derived therefrom, County shall not, for a period of 20 years, release Lot 5 from the Development Order or from the Conservation Easement except upon request of Developer or a related entity, as described above.

3. Section 4 of the Agreement is hereby amended to read as follows:

Section 4: Simultaneously with the recording of the Release described in Section 3 above, Developer shall record a Declaration of Restrictive

Covenants which will restrict the development of Lot 5 with the following standards:

- a. The combined pervious and stormwater areas are not to be less than 44% of the total property area. No building or pavement shall be constructed within the southern most 75' of property (this area shall be used for landscaping, water retention and signage).
- b. A minimum of six (6) specimen trees shall be preserved.
- c. No single building footprint shall exceed 7,200 square feet, and onsite buildings shall be separated by a minimum of 50 feet.
- d. State Road 60 criteria, parking, setbacks and buffers shall apply per code.
- 4. Except as amended or restated by this Addendum, the Agreement and all of its terms and conditions remains in full force and effect.

REDEVGROUP, INC., a Florida Profit Corporation	BOARD OF COUNTY COMMISIONERS INDIAN RIVER COUNTY, FLORIDA
By:	By:
Print Name: Its:	Print Name:
*	BCC Approved:
WITNESS:	Attest:By:
WITNESS:(Corporate seal is acceptable in place of witnesses)	_
	Name:
	(Approved as to Form and Legal Sufficiency)