

Prepared By,  
Record and Return to:

Michael Zito, Esq.  
Deputy County Administrator  
c/o Indian River County  
1801 27<sup>th</sup> Street  
Vero Beach, FL 32960

**THIRD AMENDMENT TO THE AMENDED AND RESTATED FACILITY LEASE  
AGREEMENT**

This THIRD AMENDMENT TO THE AMENDED AND RESTATED FACILITY LEASE AGREEMENT (“Third Amendment”) is made as of the \_\_\_ day of \_\_\_\_\_, 2024 (the “Third Amendment Effective Date”), by and between Indian River County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the “County”), and Verotown, LLC, a Delaware limited liability company (hereinafter referred to as “Verotown”).

**RECITALS**

A. **WHEREAS**, County and Verotown entered into that certain Amended and Restated Facility Lease Agreement by and between County and Verotown effectively dated January 2, 2019 as subsequently amended by that certain First Amendment to the Amended and Restated Facility Lease Agreement as fully executed on February 16, 2021 and that certain Second Amendment to the Amended and Restated Facility Lease Agreement as fully executed on July 12, 2022 (collectively referred to as the “Agreement”);

B. **WHEREAS**, pursuant to Section 13.02 of the Agreement, the Agreement may be amended in a writing executed by both parties;

C. **WHEREAS**, in order to modify certain terms of the Agreement, including certain rights and obligations associated with the Capital Improvements and the Capital Reserve Account, Verotown and the County now desire to amend the Agreement as hereinafter set forth, in accordance with the terms and conditions of this Third Amendment.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions hereinafter contained, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Verotown and the County hereby agree to amend the Agreement as follows:

1. Recitals; Defined Terms. The above Recitals are true and correct and are hereby incorporated herein by reference. All capitalized terms not defined herein shall be given the meanings ascribed thereto in the Agreement.
2. Plumbing Improvements.

(a) Any funds from the Five Hundred Seventy Thousand and No/100 Dollars (\$570,000.00) deposited into the Capital Reserve Account for the project described in Section 8.05(a)(18) of the Agreement shall also be eligible for full reimbursement from the County for any plumbing infrastructure improvements in connection with the hotel rooms and/or another location as mutually agreed by the parties (the “Plumbing Improvements”). For the avoidance of doubt, any portion of the Second Amendment Fund Amount not utilized for the project described in Section 8.05(a)(18) of the Agreement shall not be required to be returned to the County so long as such portion is utilized for the Plumbing Improvements.

(b) Pursuant to Section 8.01 of the Agreement and notwithstanding anything to the contrary contained in the Agreement, the County hereby approves the Five Hundred Seventy Thousand and No/100 Dollars (\$570,000.00) referenced in Section 2(a) of this Third Amendment to also be used by Verotown to perform the Plumbing Improvements in accordance with the terms of this Third Amendment and such amount shall not be subject to any restriction outlined in Section 8.02 of the Agreement. Notwithstanding Section 8.01 of the Agreement, Verotown is not required to obtain County’s approval in connection with the Plumbing Improvements or Verotown’s performance of any work associated therewith (including, without limitation, any plans, drawings, selected materials or design features); provided, however, that Verotown is required to obtain all necessary site plan approvals and building department permits as required by law. The provisions of Section 8.03 shall apply to disbursement of the Five Hundred Seventy Thousand and No/100 Dollars (\$570,000.00) referenced in Section 2(a) of this Third Amendment.

3. Bid Process. The County hereby finds that it is in the best interest of the County and its citizens to waive the requirements for bids and a public procurement process pursuant to the process defined by the Indian River County ordinance and hereby contracts with Verotown, as the lessee pursuant to the Agreement, to oversee and manage the Plumbing Improvements. As such, Verotown is hereby authorized to independently determine the selection of any contractors, subcontractors, materialmen and/or agents to perform the Plumbing Improvements.
4. Effect of Third Amendment. Except as specifically amended by this Third Amendment, the Agreement shall remain in full force and effect and as modified hereby, the Agreement is ratified and confirmed in all respects. If any of the provisions of this Third Amendment, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Third Amendment or the circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby, and every provision of this Third Amendment shall be valid and enforceable to the fullest extent permitted by law. In the event of any conflict between the terms of this Third Amendment and the terms of the Agreement, this Third Amendment shall control.
5. Counterparts. This Third Amendment may be executed in two or more counterparts, and, when so executed, will have the same force and effect as though all signatures appeared on a single document. Any signature pages of this Third Amendment may be detached from any counterpart without impairing the legal effect of any signature thereon and may be attached to another counterpart identical in form thereto but having attached to it one or

more additional signature pages. Electronically transmitted signatures shall be deemed original signatures.

6. Further Assurances. The County and Verotown shall do and perform, or cause to be done and performed, any and all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of the Agreement and this Third Amendment.
7. Captions and Headings. The captions and headings in this Third Amendment are for reference only and shall not be deemed to define or limit the scope or intent of any terms, covenants, conditions or agreements contained herein.

**[Remainder of Page Intentionally Left Blank]**

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment as of the day and year first above written.

VEROTOWN, LLC

By: Office of the Commissioner of Baseball, its  
Sole Member

[Seal]

By: \_\_\_\_\_

Name:

Title:

Attest:

\_\_\_\_\_

Secretary

STATE OF \_\_\_\_\_ )

)ss:

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_, 2024 by \_\_\_\_\_, as \_\_\_\_\_ of Verotown, a Delaware limited liability company, on its behalf, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

By: \_\_\_\_\_

Notary Public, State of Florida

Print: \_\_\_\_\_

My commission expires: \_\_\_\_\_

INDIAN RIVER COUNTY, FLORIDA

By: \_\_\_\_\_  
Susan Adams, Chairman

Approved by BCC: \_

Attest: Ryan L. Butler,  
Indian River County Clerk of Circuit Court  
And Comptroller

By: \_\_\_\_\_  
Ryan L. Butler

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
William DeBaal, County Attorney