

FIRST AMENDMENT TO CONTRACT TO PURCHASE

AND SELL REAL ESTATE

This First Amendment to Contract to Purchase and Sell Real Estate ("Amendment") is made and entered into effective this 10th day of March, 2022, by and between **Martin County**, a political subdivision of the State of Florida, which Party is referred to in this Amendment as "Buyer", and **KL Waterside LLC**, a Delaware limited liability company, which Party is referred to in this Amendment as "Seller".

WHEREAS, Buyer and Seller entered into that certain Contract to Purchase and Sell Real Estate dated January 28, 2022 ("Contract"); and

WHEREAS, Buyer and Seller have determined that it is appropriate to amend the Contract, as more particularly set forth herein.

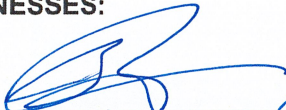
NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants, agreements, representations, and warranties contained in this Amendment, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

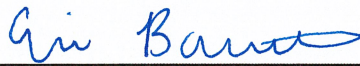
1. Recitals; Capitalized Terms. All of the foregoing Recitals are true and correct and are incorporated herein by reference. All capitalized terms in this Amendment shall have the same meanings as set forth in the Contract, except if otherwise defined herein.
2. Real Property Legal Description. **Exhibit "B"** to the Contract shall be deleted in its entirety and replaced with the sketch and description attached hereto and made a part hereof as **Exhibit "B"**.
3. Investigation Period. The Investigation Period shall commence on the effective date of this Amendment.
4. Survey. Section 03.B.1 is revised to state that Buyer shall have forty-five (45) days from the effective date of this Amendment to obtain the Survey.
5. General Provisions. Except as expressly amended and modified by this Amendment, all of the terms, covenants, conditions, and agreements of the Contract shall remain in full force and effect. In the event of any conflict between the provisions of the Contract and the provisions of this Amendment, this Amendment shall control. The effective date of this Amendment shall be the date on which the last of the County Administrator and the Seller have signed the Amendment.
6. Miscellaneous. Scanned or electronic signatures to this Amendment constitute original signatures and shall be binding on the parties. This Amendment may be executed in multiple counterparts, each counterpart of which shall be deemed an original.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

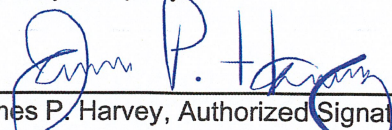
WITNESSES:


Print name: Bryan T. L. Pusey


Print Name: ERIN BARRETT

SELLER:

KL WATERSIDE LLC, a Delaware
limited liability company

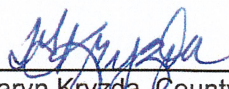
By: 
James P. Harvey, Authorized Signatory

Dated: March 10, 2022

This First Amendment to Contract shall be conditionally executed by the Martin County Administrator, the Deputy Martin County Administrator, or any other authorized person on behalf of the Buyer as directed by the Martin County Board of County Commissioners at their Oct. 15, 2021, meeting, DEPT-4 item.

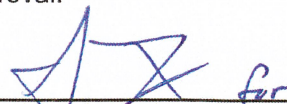
BUYER:

MARTIN COUNTY, a political
subdivision of the State of Florida


By: Taryn Kryzda, County Administrator
or designee

Dated: 3/9/2022

Approved As to Form and Legal
Sufficiency for County Administrator
Approval:


By: Sarah W. Woods, County Attorney

ATTEST:

BUYER:
MARTIN COUNTY BOARD OF COUNTY
COMMISSIONERS

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

DOUG SMITH, CHAIRMAN

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

Dated: _____

Exhibit "B"
Real Property
Legal Description

[See attached]

EXHIBIT "B"

DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF LOTS 14 AND 15, ALL IN SECTION 13, TOWNSHIP 39 SOUTH, RANGE 40 EAST, OF TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF FILED ON AUGUST 18, 1913, RECORDED IN PLAT BOOK 3, PAGE 6, RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 39 SOUTH, RANGE 40 EAST ALSO BEING THE NORTHWEST CORNER OF LOT 4, SECTION 13, TOWNSHIP 39 SOUTH, RANGE 40 EAST OF TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF FILED ON AUGUST 18, 1913, RECORDED IN PLAT BOOK 3, PAGE 6, RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA; THENCE SOUTH 89°37'58" EAST, ALONG THE NORTH LINE OF THE WEST (1/2) HALF OF SAID SECTION 13, A DISTANCE OF 2640.55 FEET TO THE NORTH (1/4) QUARTER CORNER OF SAID SECTION 13; THENCE SOUTH 00°01'11" WEST, ALONG THE EAST LINE OF THE NORTHWEST (1/4) QUARTER OF SAID SECTION 13, A DISTANCE OF 2646.70 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST (1/4) QUARTER OF SAID SECTION 13, ALSO BEING THE SOUTHEAST CORNER OF LOT 6, SECTION 13 OF SAID PLAT; THENCE SOUTH 00°00'16" EAST, ALONG THE EAST LINE OF SOUTHWEST (1/4) QUARTER OF SAID SECTION 13, A DISTANCE OF 1547.53 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°44'18" EAST, A DISTANCE OF 1370.39 FEET; THENCE SOUTH 00°00'14" WEST, A DISTANCE OF 665.78 FEET; THENCE NORTH 89°51'44" WEST, A DISTANCE OF 143.72 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 420.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°39'00", A DISTANCE OF 268.66 FEET TO POINT OF TANGENCY; THENCE SOUTH 53°29'16" WEST, A DISTANCE OF 165.88 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°58'09", A DISTANCE OF 193.57 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°32'35" WEST, A DISTANCE OF 661.44 FEET; THENCE NORTH 89°37'43" WEST, A DISTANCE OF 189.95 FEET; THENCE NORTH 00°00'16" WEST, A DISTANCE OF 906.06 FEET; THENCE SOUTH 89°44'18" EAST, A DISTANCE OF 189.95 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,309,520 SQUARE FEET OR 30.062 ACRES, MORE OR LESS.

NOTE:

BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON THE SOUTH LINE OF THE NE 1/4 OF SECTION 13, HAVING A BEARING OF NORTH 89°44'18" EAST.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RESTRICTIONS, RESERVATIONS, RIGHTS-OF-WAY AND EASEMENT OF RECORD.

WATERSIDE - KL WATERSIDE LLC SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.
1	2-18-2022	Revise per New Boundary	SWM
2	3-01-2022	Revise per County Eng. Comments	SWM
3	3-03-2022	Revise Description per Comments	SWM

Sheet No. 01 of 02 Sheets

Prepared For: KOLTER LAND PARTNERS, LLC

Date: DECEMBER 10, 2021

SURVEYOR'S CERTIFICATE

This certifies that this Sketch and Description was made under my supervision and meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Gary Rager

Gary A. Rager
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS4828

NOT VALID WITHOUT THE ELECTRONIC AND/OR ORIGINAL SIGNATURE & RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER

GeoPoint
Surveying, Inc.

4152 W. Blue Heron Blvd.
Suite 105
Riviera Beach, FL 33404

Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

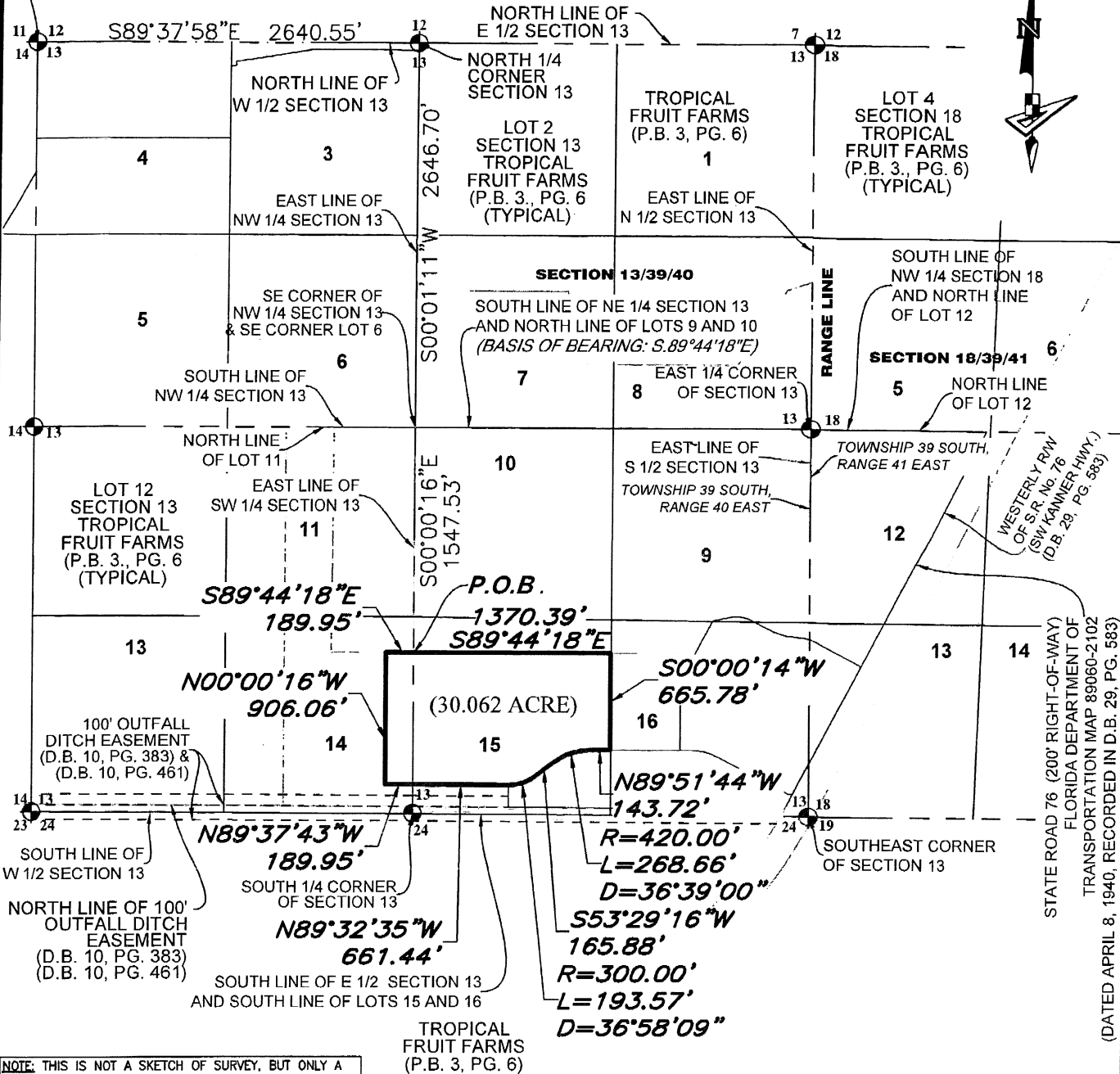
Drawn: SWM	Date: 01/20/2022	Data File: N/A
Check: GAR	P.C.: N/A	Field Book: N/A
Section: 13 Twn. 39S Rng. 40E	Job #: KL Water S&D	

P.O.C.

NORTHWEST CORNER OF SECTION 13,
TOWNSHIP 39 S., RANGE 40 E. AND NORTHWEST
CORNER OF LOT 4 (P.B. 3, PG. 6)

0 1000 2000

SCALE: 1" = 1000'



NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RESTRICTIONS, RESERVATIONS, RIGHTS-OF-WAY AND EASEMENT OF RECORD.

LEGEND

P.O.B. --- POINT OF BEGINNING
P.O.C. --- POINT OF COMMENCEMENT
PG./PG(s) --- PAGE(S)
13-39-40 --- SECTION-TOWNSHIP-RANGE
14 13 23 24 --- SECTION CORNER

P.B. --- PLAT BOOK
D.B. --- DEED BOOK
S.R. --- STATE ROAD
R/W --- RIGHT-OF-WAY
R --- RADIUS
L --- ARC LENGTH
D --- DELTA-CENTRAL ANGLE

WATERSIDE - KL WATERSIDE LLC SKETCH AND DESCRIPTION

Prepared For: KOLTER LAND PARTNERS, LLC

Last Date of Field Survey: N/A

GeoPoint
Surveying, Inc.

4152 W. Blue Heron Blvd.
Suite 105
Riviera Beach, FL 33404

Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

Drawn: SVM Date: 01/20/2023 Data File: N/A

Check: GAR P.C.: N/A Field Book: N/A

Section: 13 Twn. 39S Rng. 40E Job #: KL Water S&D

Sheet No. 02 of 02 Sheets

NOT VALID WITHOUT THE ELECTRONIC AND/OR ORIGINAL SIGNATURE
& RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER