

**THIRD AMENDMENT TO CONTRACT TO PURCHASE  
AND SELL REAL ESTATE**

This Third Amendment to Contract to Purchase and Sell Real Estate ("Amendment") is made and entered into effective this 10th day of June 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, as amended by that certain First Amendment to Contract to Purchase and Sell Real Estate dated March 10, 2022, and as further amended by that certain Second Amendment to Contract to Purchase and Sell Real Estate dated May 6, 2022 (as amended, the "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. Conceptual Site Plan. The Conceptual Site Plan is attached hereto and made a part hereof as **Exhibit "E"**.

3. Conceptual Typical Section. The Conceptual Typical Section of the 2-lane access road (SW Waterside Way) is attached hereto and made a part hereof as **Exhibit "F"**.

4. Removal of Irrigation Valves/Bollards. Prior to the Closing Date, Seller shall remove, or cause to be removed, the two (2) irrigation valves (and associated bollards) on the Property, which are shown on Buyer's survey of the Property prepared by WGI dated May 23, 2022.

5. Lease Agreement. Prior to the Closing Date, Seller shall withdraw the Property from that certain Lease Agreement dated July 1, 2021, between Seller and J&J Florida Farms 2, LLC.

6. SW Waterside Way. Paragraph 4 of Exhibit "A", Additional Terms, of the Contract is hereby amended and restated as follows:

"The County will commence construction of SW Waterside Way and the intersection improvements within nine (9) months of Closing and will complete construction of SW Waterside Way and the intersection improvements within nine (9) months of commencement. The County agrees that, upon Closing, this obligation to construct SW Waterside Way shall satisfy the condition in Paragraph 10(F) of the PUD Zoning Agreement, such that the status of commencement of

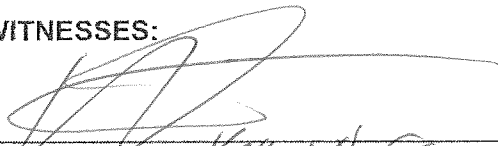
construction or completion of the 2-lane access road or intersection improvements will not prevent the issuance of final site plan approval or Certificates of Occupancy for buildings on Lot C-1 or Lot D."


7. 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.

8. 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.

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

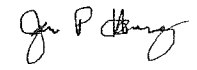
**WITNESSES:**

  
Print name: Kelly N. Saunders

  
Print Name: Cindy S. Monica

**SELLER:**

**KL WATERSIDE LLC**, a Delaware limited liability company

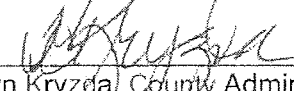
By:   
James P. Harvey, Authorized Signatory

Dated: June 10, 2022

This Third 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.

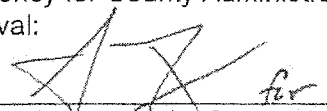
**BUYER:**

**MARTIN COUNTY**, a political subdivision of the State of Florida

  
By: Taryn Kryzda, County Administrator or designee

Dated: 6/10/2022

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

  
By: Sarah W. Woods, County Attorney

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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 “E”**  
**Conceptual Site Plan**

*[See attached]*

SOUTH FLORIDA GATEWAY  
MARTIN COUNTY, FLORIDA  
PARCEL "D2"  
29.7 ACRES

#### LEGEND

- 1A - Parks & Rec Ops Offices (6,723SF)
- 1B - Parks & Rec Warehouse (13,230SF)
- 1C - Covered Equipment Storage (10,000SF)
- 1D - Parks & Rec Lay-Down Area (30,000SF)
- 2A - General Services Offices (2,988SF)
- 2B - Conference Center/Meeting Rooms
- 2C - Courtyard/Exterior Meeting Space
- 2D - Personal Vehicles (Employee Parking)
- 3A - Traffic Ops Office (3,364SF)
- 3B - Traffic Ops Workshop (3,100SF)
- 3C - Traffic Ops Storage (5,000SF)
- 3D - Traffic Sign Lay-Down Area (10,000SF)
- 4A - Fleet Maintenance Offices (2,950SF)
- 4B - Parts Storage (3,500SF)
- 4C - Pull-Through Maintenance Bays (10,780SF)
- 4D - Vehicle Maintenance Storage (3,850SF)
- 4E - Parking & Staging Area (75,141SF)
- 5A - Office Trades (2,988SF)
- 5B - Trades Warehouse (9,765SF)
- 6A - Field Ops Offices (3,866SF)
- 6B - Field Ops Warehouse (7,298SF)
- 6C - Heavy Vehicle Parking Area (55,393SF)
- 6D - Field Ops Lay-Down Area (72,636SF)
- 7A - Mosquito Control Warehouse (11,550SF)
- 7B - Mosquito Control Offices (2,322SF)
- 7C - Secured Mosquito Control Parking (12,420SF)
- 7D - Truck Chemical Wash Down Area
- 7E - Chicken Coop/Chicken Quarantine Area
- 8A - Fuel Depot
- 9A - Agriculture Extension Offices (8,149SF)
- 9B - Hydroponic (1,500SF)
- 9C - Agriculture Extension Warehouse (1,050SF)
- 9D - Plant propagation Area (11,700SF)
- 9E - Public Parking
- 10 - Coastal Management & Ecosystems Sheds
- 11 - Agency Vehicles
- 12 - Future Growth
- 13 - Security Access Gates
- 14 - Wet Retention
- 15 - Dry Retention



## Conceptual Site Plan

South Florida Gateway PUD



CONCEPT DESIGN  
PROPOSAL SHEET



NOT TO SCALE  
MARCH 30, 2022

**ARC3**  
architecture

**Exhibit “F”**

**Conceptual Typical Section of  
2-lane access road (SW Waterside Way)**

*[See attached]*

