

FIRST AMENDMENT TO AGREEMENT

This First Amendment to the Agreement dated October 31, 2005, by and between Leon County, a political subdivision of the State of Florida, (hereinafter referred to as the "County") and Conservation Community Group, LLC, a Florida limited liability company and Conservation Community Group II, LLC, a Florida limited liability company, whose mailing addresses are 1208 Hays Street, Tallahassee, Florida 32301 (hereinafter collectively referred to as "CCG").

RECITALS

WHEREAS, on October 31, 2005, the County and CCG entered into an Agreement whereby Pisgah Church Road would be stabilized with a pervious pavement known as Open Grade Cold Mix Asphalt, by CCG; and

WHEREAS, CCG agreed to construct certain stormwater management facilities and stormwater conveyance systems to provide required stormwater treatment for Pisgah Church Road in accordance with applicable County standards and ordinances; and

WHEREAS, the October 31, 2005 Agreement between the Parties, provided that upon completion of the stabilization of Pisgah Church Road with Open Grade Cold Mix Asphalt and the stormwater management facilities and stormwater conveyance systems, CCG would to convey the aforementioned facilities, at no cost to the County, for the purpose of continual maintenance, provided CCG deposited with the County Five Hundred Thousand Dollars (\$500,000) for the purpose of asphalt repair and replacement; and

WHEREAS, the parties have determined it to be in the best interests of both entities to amend said Agreement dated October 31, 2005.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations set forth herein, the sufficiency of such consideration being hereby acknowledged, the County and CCG do hereby agree as follows:

1. Paragraph numbered 3 of the Agreement dated October 31, 2005, is hereby deleted in its entirety and replaced with the following paragraph:

3. The Parties recognize that at some time after completion of the Construction Activities, as hereinafter defined, the improvements to Pisgah Church Road, through the utilization of OGCM asphalt, will degrade to the point that such improvements will be required to be replaced. CCG has agreed to contribute the sum of Three Hundred Thousand Dollars (\$300,000) to the County for the costs of the repairing and replacement of the OGCM asphalt on Pisgah Church Road (hereinafter "OGCM Asphalt Repair and Replacement Cost").

2. Paragraph numbered 7 of the Agreement dated October 31, 2005, is hereby deleted in its entirety and replaced with the following paragraph:

7. Upon the issuance of all necessary permits, CCG shall perform, at its expense, the construction activities authorized by the permits (hereinafter "Construction Activities") consistent with the Plans and Specs and permits and shall complete the Construction Activities no later than June 1, 2007, and in a good and workmanlike manner. A Payment and Performance and Material Bond or cash deposit shall be provided to assure the completion of, and payment for, the Construction Activities. A Payment and Performance and Material Bond in the amount of 100% of the estimated project costs, or the costs necessary to complete the Construction Activities shall be supplied by CCG at the time of the execution of this Agreement.

The Payment and Performance and Material Bond shall provide that, in the event of non performance on the part of CCG, the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance and Material Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND

Bond No. _____ (enter bond number)

BY THIS BOND, We _____, as Principal and _____, a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, between Principal and Owner for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED on this the _____ day of _____, 2007.

(Name of Principal)

By: _____
(As Attorney-In-Fact)

(Name of Surety)

Payment and Performance bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

3. Paragraph numbered 8 of the Agreement dated October 31, 2005, is hereby deleted in its entirety and replaced with the following paragraph:

Upon execution of this Agreement, CCG shall deposit the OGCM Asphalt Repair and Replacement cost, as described in paragraph 3 above, with the County.

4. Paragraph numbered 15 of the Agreement dated October 31, 2005, is hereby deleted in its entirety.

5. All other provisions, sections or requirements in the Agreement dated October 31, 2005, not otherwise in conflict with the provisions herein shall remain in full force and effect.

6. This First Amendment to the Agreement dated October 31, 2005, shall be effective upon full execution of the parties.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this First Amendment to the Agreement this _____ day of _____, 2007.

LEON COUNTY, FLORIDA

BY: _____
C.E. DePuy, Jr., Chairman
Board of County Commissioners

ATTESTED BY:
BOB INZER, CLERK OF THE COURT

BY: _____
Clerk

APPROVED AS TO FORM:
COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

BY: _____
Herbert W.A. Thiele, Esq.
County Attorney

CONSERVATION COMMUNITY GROUP, LLC,
a Florida limited liability company

By: _____
Hurley H. Booth, Jr.
Its: Manager

CONSERVATION COMMUNITY GROUP II, LLC,
a Florida limited liability company

By: _____
Hurley H. Booth, Jr.
Its: Manager

STATE OF FLORIDA,
COUNTY OF LEON.

Sworn to, subscribed, and acknowledged before me this ____ day of _____, 2007,
by Hurley H. Booth, Jr., as Manager of Conservation Community Group, LLC and Conservation
Community Group II, LLC, both Florida limited liability companies, on behalf of said limited
liability companies. () He is personally known by me; or () He produced his Florida driver's
license as identification.

Notary Public