

**SECOND AMENDMENT TO CONSTRUCTION AND INDEMNIFICATION  
AGREEMENT BETWEEN LEON COUNTY AND KILLEARN LAKES  
HOMEOWNERS ASSOCIATION FOR KILLEARN LAKES RESTORATION  
PROJECT**

This Second Amendment to the Construction and Indemnification Agreement dated May 31 2006 by and between Leon County Florida a charter county hereinafter referred to as County and Killearn Lakes Homeowners Association hereinafter referred to as Contractor is hereby entered into by the parties this \_\_\_\_\_ day of \_\_\_\_\_ 2007

**RECITALS**

**WHEREAS**, on May 31 2006 the County and the Contractor entered into a Construction and Indemnification Agreement for the purpose of the construction and implementation of the Killearn Lakes Restoration Project within the Lake Lamonia and Ochlocknee River and Bay watershed and

**WHEREAS**, the Killearn Lakes Restoration Project is consistent with and will substantially assist in achieving the goals of the Florida Forever Act and

**WHEREAS**, the parties desire to amend the Construction and Indemnification Agreement dated May 31 2006

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein the sufficiency of said consideration being acknowledged hereby the parties do agree as follows

1 Paragraph numbered 12 of the Construction and Indemnification Agreement dated May 31 2006 is hereby deleted in its entirety and replaced with the following paragraph

12 This Agreement shall remain in effect for 24 months from the date of execution and may be extended only in writing signed by both the County and the Contractor

2 All other provisions sections requirements or covenants and promises contained in the Construction and Indemnification Agreement dated May 31 2006 not otherwise in conflict with the provisions herein shall remain in full force and effect

3 This Second Amendment to the Construction and Indemnification Agreement dated May 31 2006 shall be effective upon full execution of the parties

IN WITNESS WHEREOF the parties hereto through their duly authorized representatives have executed this Second Amendment to the Construction and Indemnification Agreement dated May 31 2006 this \_\_\_\_ day of \_\_\_\_\_ 2007

**CONTRACTOR**

By \_\_\_\_\_  
KILLEARN LAKE S HOMEOWNERS  
ASSOCIATION President

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2007 by \_\_\_\_\_ for KILLEARN LAKES HOMEOWNERS ASSOCIATION who is personally known to me or who has produced \_\_\_\_\_ as identification

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Printed Name  
My commission expires

**LEON COUNTY, FLORIDA**

By \_\_\_\_\_  
C E DePuy Jr Chairman  
Board of County Commissioners

**ATTESTED TO**

By \_\_\_\_\_  
Robert B Inzer Clerk  
Leon County Florida

**APPROVED AS TO FORM**

By \_\_\_\_\_  
Herbert W A Thiele Esq  
County Attorney