20080013798
THIS DOCUMENT HAS BEEN RECORDED IN THE PUBLIC RECORDS OF
LEON COUNTY FL
BK: 3827 PG:1037, Page1 of 3
02/26/2008 at 02:52 PM,
BOB INZER, CLERK OF COURTS

FIRST AMENDMENT TO "LAUDER" DEVELOPMENT AGREEMENT

This First Amendment to the "Lauder" Development Agreement executed February 24, 1998, is entered this 14 day of February, by and between Leon County, Florida, a charter county and political subdivision of the State of Florida, hereinafter the "County", and Richard S. Kearney, his successors and assigns, including but not limited to, Bannerman Crossings II, LLC, as successor to Robert G. Lauder, Wilma B. Lauder, and Fred J. Petty, hereinafter "Owner."

WITNESSETH:

WHEREAS, the County and the Lauders entered into a Development Agreement on February 24, 1998, (the "Agreement"); and

WHEREAS, in accordance with the provisions of the Agreement, as specifically set out in paragraph 3, the Agreement is set to expire on February 24, 2008;

WHEREAS, the County purchased a portion of the property included in the "Lauder" Development Agreement to resolve a number of associated lawsuits, and to control and direct the future development of a substantial parcel of land upland from the County maintained storm water retention facility.

WHEREAS, the County, in 2002, entered into a Purchase and Sale Agreement with Rick Kearney selling 76 acres, more or less, of the property that was included in the "Lauder" Development Agreement.

WHEREAS, it has been requested of the County to extend the Agreement's current expiration date of February 24, 2008 to December 31, 2009.

WHEREAS, the County voted to approve the extension of the Agreement after holding the statutorily required two public hearings with the last being held on February 12, 2008.

NOW THEREFORE, in consideration of the mutual covenants, restrictions, and representations set forth herein, the sufficiency of which both parties do hereby acknowledge, the County and Owner hereby agree to amend paragraph 3 as follows:

3. Term. This Agreement and the provisions hereof all be in effect until December 31, 2009, unless terminated sooner or extended in accordance with the provisions hereof.

All other provisions of the "Lauder" Development Agreement dated February 24, 1998, not inconsistent with the provisions herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this First Amendment to the "Lauder" Development Agreement by their duly authorized signatures.

LEON COUNTY, FLORIDA

By: Jane G. Sauls
Jane G. Sauls, Chairman
Board of County Commissioners

ATTESTED BY:
Bob Inzer, Clerk of the Court

By: Bob
Bob Inzer, Clerk

Date: 2-13-08

APPROVED AS TO FORM:
County Attorney's Office

By: Herbert W. A. Thiele
Herbert W. A. Thiele, Esq.
County Attorney

F07-00248
I:\WpDocs\D030\P002\00022019.DOC

BANNERMAN CROSSINGS II, LLC
By: Terra Vista, Inc., its Manager

By: _____
RICHARD S. KEARNEY, President

_____
WITNESS

_____
WITNESS

STATE OF FLORIDA
COUNTY OF LEON

This foregoing First Amendment to "Lauder" Development Agreement was acknowledged before this 25th day of February, 2008, by RICHARD S. KEARNEY, in his capacity as President of Bannerman Crossings II, LLC, who is personally known to me, or, if not personally known to me, who produced _____ for identification.

KIM GARNER
Notary Public - State of Florida
My Commission Expires Dec 15, 2008
Commission # DD 379953
Bonded By National Notary Assn.

_____
Notary Public
My Commission Expires: 12/15/08

F07-00248
I:\WpDocs\D030\P002\00022019.DOC