

FIRST AMENDMENT TO AGREEMENT

between

BROWARD COUNTY

and

R & R Davie, LLC

for

RELEASE OF A CONSERVATION EASEMENT AND

GRANT OF NEW CONSERVATION EASEMENT

This First Amendment to Agreement ("Amendment") is made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County,"

and

R & R Davie, LLC, a Florida limited liability company, hereinafter referred to as "R & R Davie," (collectively referred to as the "Parties").

- A. County and R & R Davie entered into an Agreement on May 24, 2016, ("Agreement") that included a deadline for R & R Davie to construct and plant a 5.82 acre wetland restoration and enhancement project within one year from release of an existing easement by the Board of County Commissioners.
- B. The release of the existing easement was recorded on May 19, 2017, and R & R Davie is in the process of constructing and planting the wetland restoration and enhancement project.
- C. Despite diligent efforts, R & R Davie will not complete the construction and planting requirements by May 19, 2018, and the County is willing to extend the deadline.

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments, and other consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Recitals. The foregoing recitals are true and correct and they are incorporated in this Amendment.
- 2. Effective Date. The Effective Date of this Amendment is the date upon which it has been fully executed by County and R & R Davie.

3. The Parties amend paragraph 3.e. of the Agreement to read as follows:
 - e. Within ~~one year~~ eighteen (18) months from release of the Existing Easement ("Release") pursuant to paragraph 4, complete construction of the 5.82 acre wetland restoration and enhancement project and submit an acceptable Time Zero report to the County; and
4. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control.
5. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.
6. The Agreement, as amended herein, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement and this First Amendment to the Agreement. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
7. Preparation of this First Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
8. This First Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original.
9. All other terms and conditions of the Agreement remain in force and effect.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2018, and Richard J. Case, Manager of R & R Davie, LLC, who is duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its
Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor

__ day of ____, 2018.

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: Michael C. Owens 5/15/18
Michael C. Owens (Date)
Senior Assistant County Attorney

By: Maite Azcoitia 5/15/18
Maite Azcoitia (Date)
Deputy County Attorney

MCO/gmb
05/14/2018
First Amendment to RCase Agreement.docx
#16-056.07

FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND R & R DAVIE, LLC FOR
RELEASE OF CONSERVATION EASEMENT AND GRANT OF NEW CONSERVATION EASEMENT.

R & R DAVIE, LLC

WITNESSES:

[Signature]
Naren Elbourne
Print Name

[Signature]
Dale Mollohan
Print Name

R & R Davie, LLC, a Florida limited liability
company

By: [Signature]
Name: Richard J. Case
Title: Manager
11th day of May, 2018.

(SEAL)

STATE OF FLORIDA)
) ss
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 11th day of
May, 2018, by Richard J. Case as Manager of R & R DAVIE, LLC,
a Florida limited liability company, on behalf of the company. He or she is:
☒ personally known to me, or
☐ produced identification. Type of identification produced _____

NOTARY PUBLIC STATE OF FLORIDA:

[Signature]
Signature of Notary Public State of Florida

CAROL A. BARBOUR
My Print, type, or stamp Commissioned
Name

My commission expires:

Affix Seal Below

