

**FIRST AMENDMENT TO INFRASTRUCTURE AND IMPACT
FEE CREDIT AGREEMENT
POWER LINE ROAD – NORTHERN EXTENSION
PHASE 1**

This First Amendment to the INFRASTRUCTURE AND IMPACT FEE CREDIT AGREEMENT for Power Line Road Northern Extension Phase 1 (hereinafter referred to as the “First Amendment”) is made and entered into as of the First Amendment Effective Date (defined in Paragraph 6 below), by and between JACKSTONE DEVELOPMENT LLC, a Florida limited liability company (“**DEVELOPER**”); GLK REAL ESTATE LLC, a Florida limited liability company (“**GLK**”); NORTHEAST POLK LAND INVESTMENTS LLC, a Florida limited liability company (“**NPLI**”); CH-DEV LLC, a Florida limited liability company (“**CH-DEV**”); and JMBI REAL ESTATE LLC, a Florida limited liability company (“**JMBI**” and collectively with GLK, NPLI and CH-DEV, “**LAND OWNERS**”); and POLK COUNTY, a political subdivision of the State of Florida, (“**COUNTY**”).

WITNESSETH:

WHEREAS, the parties previously entered into that certain Infrastructure and Impact Fee Credit Agreement for Power Line Road Northern Extension Phase 1 (the “**Agreement**”) with an Effective Date of March 9, 2023 and recorded March 9, 2023 in Official Records Book Page 12609, Page 14507, public records of Polk County, Florida, in which the DEVELOPER undertook responsibility for the design, construction, and installation of certain Transportation Improvements concerning the Power Line Road Northern Extension, as more particularly described therein; and

WHEREAS, the Agreement also requires the DEVELOPER and each applicable LANDOWNER to convey the Portion B Donated ROW for the Power Line Road Northern Extension within 365 days of the Agreement’s Effective Date; and

WHEREAS, the parties agree it is in the best interest of all involved to extend the date in which the DEVELOPER and LAND OWNER must convey the Portion B Donated ROW.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. **Recitals.** The foregoing recitals are true, correct, incorporated herein by reference as if recited in full, and serve as a factual stipulation that is the basis for this First Amendment.
2. **Definitions.** Unless otherwise defined in this First Amendment, capitalized terms used in this First Amendment are defined as stated in the Agreement.
3. Section 7 is hereby deleted and replaced in its entirety as follows:

7. **Conveyance of Donated ROW.** Within thirty (30) days of the Effective Date, DEVELOPER and each applicable LAND OWNER shall convey to the COUNTY the Portion A Donated ROW by Warranty Deed, with good and marketable title, free and clear of liens, and in fee simple at no cost to the COUNTY, except the COUNTY shall pay the documentary stamp tax and recording cost for the Portion A Donated ROW. Upon the earlier of (i) July 8, 2024 and (ii) the date that DEVELOPER obtains all permits necessary for construction of the Transportation Improvements, DEVELOPER and each applicable LAND OWNER shall (a) convey to the COUNTY the Portion B Donated ROW (or applicable portion thereof) by Warranty Deed, with good and marketable title, free and clear of liens, and in fee simple at no cost to the COUNTY, except the COUNTY shall pay the documentary stamp tax and recording cost for the Portion B Donated ROW; and (b) shall convey to the COUNTY an easement for the discharge of stormwater generated from the Transportation Improvements. For the avoidance of doubt, upon receipt of all necessary permits for construction of the Transportation Improvements applicable to a portion (but not all) of the Portion B Donated ROW, the applicable LAND OWNER may convey to the COUNTY in accordance with this Section 7 the portion of the Portion B Donated ROW that is so permitted prior to the remainder of the Portion B Donated ROW receiving such permits. The County Manager shall have the authority, without further approval of the Board of County Commissioners, to approve additional amendments to extend the time for conveying the Portion B Donated ROW. Each LAND OWNER shall have the right, but not the obligation, at its sole cost to obtain an appraisal of the Donated ROW. If requested, the COUNTY, through its Real Estate Services Administrator, will sign an IRS Noncash Charitable Contributions (Form 8283), or its equivalent as determined by each LAND OWNER's tax professional acknowledging each LAND OWNER's interest in the property was donated.

4. Section 34 is hereby added to the Agreement:

34. **Employment Eligibility Verification (E-Verify).**

- A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

- B. Pursuant to Section 448.095(5), Florida Statutes, the DEVELOPER, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the DEVELOPER or subcontractor. The DEVELOPER acknowledges and agrees that (i) the COUNTY and the DEVELOPER may not enter into this Agreement, and the DEVELOPER may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the COUNTY may treat a failure to comply as a material breach of this Agreement.
- C. By entering into this Agreement, the DEVELOPER becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The DEVELOPER shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the DEVELOPER, the DEVELOPER may not be awarded a public contract for a period of 1 year after the date of termination. The DEVELOPER shall be liable for any additional costs incurred by the COUNTY as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.
5. **Counterparts.** This First Amendment may be executed in multiple counterparts each of which shall be an original, but all of which collectively shall form a single amendment to the Agreement.
6. **First Amendment Effective Date.** The Effective Date of this First Amendment ("First Amendment Effective Date") shall be the date it is recorded in the Public Records.
7. **Effect.** The Agreement, except as amended by this First Amendment, continues in full force and effect and is herein ratified by the Parties.

Signatures on the Following Pages

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this First Amendment on the day(s) and year set forth below.

Witness: Jessica Petrucci

Printed Name: Jessica Petrucci

Address: 346 E Central Ave
Winter Haven, FL 33880

Witness: Jessica Kowalski

Printed Name: Jessica Kowalski

Address: 346 E Central Ave
Winter Haven, FL 33880

State of Florida

County of Polk

DEVELOPER

JACKSTONE DEVELOPMENT LLC, a Florida limited liability company

By: Lauren O. Schwenk
Lauren O. Schwenk, Manager

This 20th day of February, 2024

The foregoing instrument is hereby acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of February, 2024 by Lauren O. Schwenk, as Manager of Jackstone Development LLC, a Florida limited liability company, on behalf of the company. She is personally known to me or has produced _____ as identification.

Jessica Kowalski
NOTARY PUBLIC

My Commission Expires 11-4-2024



COUNTY

ATTEST:

Stacy M. Butterfield, Clerk

By: _____

Deputy Clerk

(SEAL)

BOARD OF COUNTY COMMISSIONERS OF
POLK COUNTY, FLORIDA

By: _____
W.C. Braswell, Chairperson

This ____ day of _____, 2024

Approved as to form and legal sufficiency

By: _____
County Attorney's Office

JOINDER AND CONSENT OF LAND OWNERS

The undersigned Land Owners join in this First Amendment for the purpose of confirming their approval of the modifications to Paragraph 7.

Witness: Jessica Petrucci

Printed Name: Jessica Petrucci

Address: 346 E Central Ave
Winter Haven, FL 33880

Witness: Jr K

Printed Name: Jessica Kowalski

Address: 346 E Central Ave
Winter Haven, FL 33880

GLK REAL ESTATE LLC, a Florida limited liability company

By: [Signature]
Lauren O. Schwenk, Manager

This 20th day of February, 2024

State of Florida

County of Polk

The foregoing instrument is hereby acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of February, 2024, by Lauren O. Schwenk, as Manager of GLK Real Estate LLC, a Florida limited liability company, on behalf of the company. She is personally known to me or has produced _____ as identification.

[Signature]
NOTARY PUBLIC

My Commission Expires 11-4-2024



Witness: [Signature]

Printed Name: Jessica Kowalski

Address: 346 E Central Ave
Winter Haven, FL 33880

Witness: [Signature]

Printed Name: Jessica Petrucci

Address: 346 E Central Ave
Winter Haven, FL 33880

NORTHEAST POLK LAND INVESTMENTS, LLC, a Florida limited liability company

By: [Signature]
Steven L. Cassidy, Manager

This 20th day of February, 2024

State of Florida

County of Polk

The foregoing instrument is hereby acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of February, 2024, by Steven L. Cassidy, as Manager of Northeast Polk Land Investments, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

[Signature]
NOTARY PUBLIC

My Commission Expires 11-4-2024



Witness: Jessica Petrucci

Printed Name: Jessica Petrucci

Address: 346 E Central Ave
Winter Haven, FL 33880

Witness: Jessica Kowalski

Printed Name: Jessica Kowalski

Address: 346 E Central Ave
Winter Haven, FL 33880

CH DEV LLC, a Florida limited liability company

By: Albert B. Cassidy
Albert B. Cassidy, Manager

This 20th day of February, 2024

State of Florida

County of Polk

The foregoing instrument is hereby acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of February, 2024, by Albert B. Cassidy, as Manager of CH DEV LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Jessica Kowalski
NOTARY PUBLIC

My Commission Expires 11-4-2024



Witness: Jessica Detrucci

Printed Name: Jessica Detrucci

Address: 346 E Central Ave
Winter Haven, FL 33880

Witness: Jessica Kowalski

Printed Name: Jessica Kowalski

Address: 346 E Central Ave
Winter Haven, FL 33880

JMBI REAL ESTATE, LLC, a Florida limited liability company

By: JMB
Jack M. Berry, III, Manager

This 20th day of February, 2024

State of Florida

County of Polk

The foregoing instrument is hereby acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of February, 2024, by Jack M. Berry III, as Manager of JMBI Real Estate, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Jessica Kowalski
NOTARY PUBLIC

My Commission Expires 11-4-2024

