

**FIRST AMENDMENT TO
INFRASTRUCTURE AGREEMENT
FOR IMPROVEMENTS ON BUCKEYE LOOP ROAD**

THIS FIRST AMENDMENT (“Amendment”) is hereby entered into effective as of the date last executed (the “Amendment Effective Date”) by and between PDMG Buckeye LLC, whose address is 6604 N 12th Street Tampa,, Florida 33604 (hereinafter referred to as “**DEVELOPER**”), its successors in title and assigns, and POLK COUNTY, a political subdivision of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33830 (hereinafter referred to as “**POLK COUNTY**” or the “**COUNTY**”). DEVELOPER and POLK COUNTY are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties.**”

WHEREAS, the COUNTY and DEVELOPER entered into an Infrastructure Agreement for Improvements on Buckeye Loop dated effective April 1, 2025 (the “**AGREEMENT**”) related to the construction of specific roadway transportation improvements to provide sufficient transportation capacity on Polk County’s road network at the signalized intersection of Buckeye Loop Road and State Road 542 (also known as Dundee Road), and to alleviate existing infrastructure deficiencies that would benefit the general traveling public and maintain the functionality of the affected transportation infrastructure, all as described in Exhibit “B” of the AGREEMENT, “Transportation Improvements”; and

WHEREAS, under the AGREEMENT, the COUNTY and DEVELOPER initially estimated the total costs for the Transportation Improvements to be \$780,615.39, as set forth and detailed on Exhibit “C” of the AGREEMENT, Cost Estimate of Improvements, and the COUNTY agreed to reimburse the DEVELOPER for a portion of such costs (specifically excluding the DEVELOPER’s proportionate share obligation), up to a maximum cash amount not to exceed \$705,676.39; and

WHEREAS, at the time of execution of the AGREEMENT, the planned Transportation Improvements remained subject to permitting by the Florida Department of Transportation; and

WHEREAS, the COUNTY and DEVELOPER now wish to amend the AGREEMENT to meet the requirements, specifications, and requests of the Florida Department of Transportation relative to the specific improvements needed at the signalized intersection of Buckeye Loop Road and State Road 542, to account for additional costs and change orders related thereto.

NOW THEREFORE, the PARTIES hereby agree to the following:

1. The recitals stated above are true and correct and fully incorporated herein. Capitalized terms used herein shall have the same meaning as ascribed in the AGREEMENT unless otherwise defined herein.

2. Section 5.1 of the AGREEMENT is hereby revised to increase the estimated total cost for the Transportation Improvements under the AGREEMENT from an original amount of \$780,615.39 to a new amount of \$964,569.38 (the “**Revised Total Cost**”).
3. Section 5.2 of the AGREEMENT is hereby revised to increase the COUNTY’s contribution toward the cost of the Transportation Improvements, issued to DEVELOPER as a reimbursement, from an original not-to-exceed cash amount of \$705,676.39 to a new not-to-exceed total cash amount of \$871,970.38 (the “**Revised County Reimbursement Amount**”). The Revised County Reimbursement Amount specifically excludes the Developer’s new proportionate share obligation of \$92,599.00. The Revised County Reimbursement Amount shall be paid in cash.
4. Exhibit “C” of the AGREEMENT, “Cost Estimate of Improvement,” is hereby amended and replaced in its entirety with the “Revised Costs and Proportionate Share Calculations” attached to this First Amendment as Exhibit “A” and incorporated herein by reference.
5. Except as expressly set forth above in this First Amendment, the AGREEMENT shall remain unchanged and continues in full force and effect.

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[signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment effective as of the Amendment Effective Date.

DEVELOPER

WITNESSES:

PDMG Buckeye LLC, a Florida limited liability company

Sarah Stanley
Witness Name: Sarah Stanley
Address: 5804 N 9th St.
Tampa, FL, 33604

By: [Signature]

Print Name: Matthew Garcia

Title: Manager

Date: 7/10/26

[Signature]
Witness Name: Madeline Symon
Address: 6604 N 12th St, Tampa FL 33604

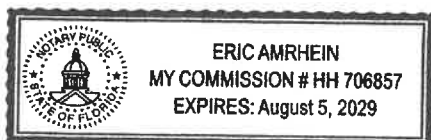
STATE OF ~~GEORGIA~~ Florida

COUNTY OF ~~DOUGHERTY~~ Hillsborough

The foregoing instrument is hereby acknowledged before me this 9 day of July, 2026 by Matthew Garcia, as manager of PDMG Buckeye LLC, a Florida limited liability company on behalf of said company by means of physical presence or ☒ online notarization () who is personally known to me or () who has produced a driver's license as identification.

NOTARY PUBLIC: [Signature]

(Seal)



My Commission Expires: 8/5/2029

[signatures continued on following page]

COUNTY

ATTEST:
STACY M. BUTTERFIELD
CLERK

POLK COUNTY, a political subdivision
of the state of Florida

By: _____
DEPUTY CLERK

By: _____

Martha Santiago, Ed.D., Chair
Board of County Commissioners

Date signed by Chair: _____

Reviewed as to form and legal sufficiency:

County Attorney's Office Date

Exhibit “A” – Revised Costs & Proportionate Share Calculation
(See Attached)