

Road Project: Midway Drainage Project - Parcel 3
Parcel Address: Beardall Ave., Sanford, Florida 32771
Owner Name: Benchmark Contract Management II, Inc.

**FIRST AMENDMENT TO PURCHASE AGREEMENT
BETWEEN SEMINOLE COUNTY
AND BENCHMARK CONTRACT MANAGEMENT II, INC.**

THIS FIRST AMENDMENT is made and entered and is to that certain Purchase Agreement made and entered into on the 28th day of June, 2022, between BENCHMARK CONTRACT MANAGEMENT II, INC., whose address is 2632 Pemberton Dr. #101, Apopka, Florida 32703-9447, in this First Amendment referred to as “OWNER,” and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this First Amendment referred to as “COUNTY.”

WITNESSETH:

WHEREAS, OWNER and COUNTY entered into the above referenced Agreement on June 28, 2022, for purchase of the real property described as:

See attached Exhibit “A” for legal description and sketch (the “Property”)

Parcel I.D. Number: 33-19-31-300-019A-0000; and

WHEREAS, the Agreement provided COUNTY the right to conduct environmental inspections on the Property prior to closing; and

WHEREAS, the environmental inspections on the Property have taken longer than expected due to environmental contamination being found on the Property and the need to determine whether such contamination can be adequately mitigated; and

WHEREAS, the parties desire to amend the Agreement in order to partially compensate OWNER for the additional time needed to complete the environmental study on the Property if the COUNTY ultimately determines not to close on the Property, and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

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WHEREAS, Item III(m) of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this First Amendment, the parties agree to amend the Agreement as follows:

- 1. Item III(a) of the Agreement is deleted and replaced with the following:

III. Conditions

(a) COUNTY shall pay to OWNER the sum as described in Item II(a), above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the designated closing agent. COUNTY shall determine a closing date within a reasonable time after all pre-closing conditions under this Agreement have been completed. OWNER agrees to close within seven (7) days of notice by COUNTY or COUNTY’s closing agent that a closing is ready to occur. To compensate OWNER for the additional time needed to close due to environmental issues with the Property, the following terms apply:

(1) Commencing on June 1, 2023 and continuing on the first day of each month thereafter until this Agreement closes or up to and including November 1, 2023, whichever occurs earlier, a monthly fee of \$12,000.00 each payable by COUNTY to OWNER will accrue.

(2) If COUNTY notifies OWNER in writing on or before November 1, 2023, that COUNTY has decided not to close this Agreement, COUNTY shall pay OWNER the accrued fee as of the date of such notice and this Agreement will be considered terminated.

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(3) If COUNTY has not notified OWNER by November 1, 2023 whether this Agreement will close, then COUNTY shall pay the fully accrued fee of \$72,000.00 to OWNER and this Agreement will be considered terminated.

(4) If this Agreement closes on or before November 1, 2023, COUNTY will owe OWNER no fee under this Item III(a).

2. The effective date of this First Amendment will be the date when the last party has properly executed this First Amendment as determined by the date set forth immediately below the respective signatures of the parties.

3. Except as modified by this First Amendment, all terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment for the purposes stated above.



WITNESSES:

BENCHMARK CONTRACT
MANAGEMENT II, INC

JoAnn McGilvray
Signature

JOANN McGILVRAY
Print Name

Jose V Rodriguez
Signature

JOSE V RODRIGUEZ
Print Name

By: Kevin Lund

KEVIN LUND
Print Name

Its: PRES.

MAY 1, 2023
Date

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ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____

AMY LOCKHART, Chairman

Date _____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
2023, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

DGS/sfa
04/24/2023
Attachment:
Exhibit "A" – Legal Description and Sketch 

T:\Users\Legal Secretary CSB\Public Works\Acquisitions\2022\Midway Drainage Project\Benchmark Contract Management II - Inc\First Amendment to Purchase Agreement for extension.docx

EXHIBIT "A"

**THE NORTH 363 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4
OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE
31 EAST, SEMINOLE COUNTY, FLORIDA (LESS THE NORTH 66 FEET.)**