

REINSTATEMENT AND FIRST AMENDMENT TO VACANT LAND CONTRACT

THIS REINSTATEMENT AND FIRST AMENDMENT TO VACANT LAND CONTRACT (this “**Amendment**”) is made by and between Brother Hayes, LLC, a Florida limited liability company (“**Buyer**”) and City of Eustis, Florida, a municipal corporation (“**Seller**”). Buyer and Seller may also be referred to herein each as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Buyer and Seller previously entered into that certain Vacant Land Contract with an effective date of October 7, 2020 (the “**Contract**”), wherein Seller agreed to sell the following described property to Buyer in exchange for \$3,000.00 USD:

The West 19.3 feet of Lot 2 and the East 13.7 feet of Lot 3, Block 47, Badger Division, according to the plat thereof as recorded in Plat Book 5, Page 39, Public Records of Lake County, Florida. Also known as The West 19.3 feet of Lot 2 and the East 13.7 feet of Lot 3, Block 116, Map of the Town of Eustis, according to the plat thereof as recorded in Plat Book 1, Page 79, Public Records of Lake County, Florida.

WHEREAS, the Contract automatically terminated on October 15, 2020.

WHEREAS, the law firm of Bowen|Schroth, P.A. (“**Escrow Agent**”) returned the initial deposit of \$500.00 to Buyer on or around October 26, 2023.

WHEREAS, the Parties desire to reinstate the Contract and modify certain terms and provisions contained therein.

NOW THEREFORE, for and in consideration of the mutual promises contained in the Contract, as modified by this Amendment, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Buyer and Seller hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and fully incorporated herein.
2. **Reinstatement.** Except as modified hereby, the Contract is hereby reinstated and is in full force and effect to the same extent as if this Amendment had been executed prior to October 15, 2020.
3. **Effective Date; Initial Deposit.** Lines 38-42 are hereby deleted in their entirety and replaced with:

The Effective Date of the Contract shall be the date on which the last one of Seller and Buyer has signed this Amendment. Buyer shall deliver to Escrow Agent an initial deposit of \$500.00 USD within three (3) days after the Effective Date.
4. **Closing Date.** Line 43 of the Closing Date is hereby modified to state that the Closing Date shall be March 8, 2024.
5. **Capitalized Terms.** All capitalized terms not otherwise defined herein shall have the same definition as contained in the Contract.
6. **Conflicting Provisions.** Any conflicts between the terms and provisions of the Contract and this Amendment shall be controlled by this Amendment.
7. **No Other Changes.** All terms and conditions of the Contract not otherwise modified hereby shall remain in full force and effect.

IN WITNESS WHEREOF, Buyer and Seller have caused this Amendment to be executed as of the dates shown below.

Brother Hayes, LLC, a Florida limited liability company

By: _____
Tommy L. Hayes, III, Co-Manager Date

By: _____
Donald E. Hayes, Co-Manager Date

City of Eustis, Florida, a municipal corporation

By: _____
Tom Carrino, City Manager Date