

**FIFTH AMENDMENT TO
THE AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES
BETWEEN THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
AND SOD UNLIMITED, INC.**

THIS FIFTH AMENDMENT TO THE AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES (“Fifth Amendment”) is made as of this ___ day of _____, 2025 by and between **SOD UNLIMITED, INC., a Florida corporation**, with a principal address of 3029 Cortez Lane, Delray Beach, FL 33445, hereinafter referred to as “CONTRACTOR”, and the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a Florida public agency created pursuant to Chapter 163, Florida Statutes, with an address of 20 N. Swinton Avenue, Delray Beach, FL 33444 (hereinafter referred to as the “CRA”).

W I T N E S S E T H:

WHEREAS, CRA and CONTRACTOR entered into a First Amendment to the Original Agreement dated February 5th, 2023, to increase the number of properties to be maintained and to make an adjustment to the Contract Price;

WHEREAS, CRA and CONTRACTOR entered into a Second Amendment to the Original Agreement dated April 24th, 2024, to increase the number of properties to be maintained, to add additional trash pickup services for certain properties, and to make an adjustment to the Contract Price; and

WHEREAS, the CRA and CONTRACTOR entered into a Third Amendment to the Original Agreement dated August 29, 2024, to update the properties to be maintained, to make an adjustment to the Contract Price, and to extend the termination date to October 8, 2025; and

WHEREAS, the CRA and CONTRACTOR entered into a Fourth Amendment to the Original Agreement dated March 25, 2025, to update the properties to be maintained, to make an adjustment to the Contract Price; and

WHEREAS, the CRA and CONTRACTOR desire to enter into a Fifth Amendment to the Original Agreement to amend Exhibit “C” so as to add properties to be maintained, and to make an adjustment to the Contract Price.

NOW THEREFORE, in consideration of the promises, mutual covenants, provisions and undertakings hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the recitals set forth above are true and correct and are incorporated herein by reference.
2. That the CRA and the CONTRACTOR agree to amend Exhibit “C” as outlined in Exhibit “A” of this Fifth Amendment.
3. That the CRA and CONTRACTOR agree to amend Article 7 entitled “Contract Price” to One Hundred and Seventeen Thousand Three Hundred Sixty and 00/100 dollars (\$117,360.00).
4. That except as amended herein, the CRA and CONTRACTOR ratify, approve and reaffirm the terms of the Original Agreement, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment, and the Original Agreement shall remain in full force and effect, except as amended herein.
5. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and this Fifth Amendment, the terms and provisions of this Fifth Amendment shall control to the extent of any such conflict or ambiguity.

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IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

BY: _____
Angela D. Burns, Chair

ATTEST:

Renée Jadusingh, Executive Director

I HEREBY APPROVE THIS
AMENDMENT AS TO FORM:

CRA Legal Counsel

CONTRACTOR:
SOD UNLIMITED, INC., a Florida Corporation

Print Name: _____
Title: _____

ATTEST:

Print Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2025, by _____ (name of person), as _____ (type of authority) for SOD UNLIMITED, INC.
Personally known ___ OR Produced Identification ___ Type of Identification Produced _____

Notary Public _____
State of _____