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KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2647807

**FIRST AMENDMENT TO CITY OF NORTH PORT, FLORIDA
AND NORTH PORT HEALTH INVESTORS, LLC
WATER AND WASTEWATER SYSTEM DEVELOPER'S AGREEMENT**

This *First Amendment to City of North Port, Florida and North Port Health Investors, LLC Water and Wastewater System Developer's Agreement* ("First Amendment") is made by and between the City of North Port, Florida, a municipal corporation of the State of Florida ("City"), and North Port Health Investors, LLC., a Delaware Limited Liability Company ("Developer").

Recitals

WHEREAS, on October 28, 2019, the parties entered into *City of North Port, Florida and North Port Health Investors, LLC Water and Wastewater System Developer's Agreement* ("Original Agreement"); and

WHEREAS, Section 20.3 of the Original Agreement granted Developer a total of 109 Equivalent Residential Connections ("ERCs"); and

WHEREAS, Developer's initial payment for the reservation of all 109 of those ERCs was due on or before November 1, 2019 and Developer has not made that payment as of the Effective Date of this First Amendment; and

WHEREAS, due to unforeseen circumstances relating to the development of the property as well as financial market lending uncertainty, Developer desires to revise the schedule outlined in Section 20.3; and

WHEREAS, the City acknowledges that Developer paid the developer agreement fee per the Code of the City of North Port, Florida and the recording fee for the Original Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants specified herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree the Original Agreement is amended as follows, with all other terms in the Original Agreement remaining unchanged and in full force and effect:

1. INCORPORATION OF RECITALS

The above recitals are ratified and confirmed as being true and correct, and incorporated into this contract by reference.

2. EFFECTIVE DATE

This First Amendment will become effective on January 12, 2021 ("Effective Date").

3. EFFECT OF AMENDMENT

The parties ratify the terms and conditions of the Original Agreement not inconsistent with this Amended Agreement, all of which are incorporated by reference as if set forth fully herein. The effect of this Amended Agreement is to the sections of the Original Agreement as identified herein. Where a section of the Original Agreement is not identified, the terms as they appear in the Original Agreement remain and apply.

4. ORIGINAL AGREEMENT SECTION 20 – SPECIAL CONDITIONS

Section 20.3 of the Original Agreement is amended in its entirety as follows:

Developer, or its individual lot transferees, shall pay the adopted Water Capacity Fee and Wastewater Capacity Fee for the sole purpose of reserving capacity as follows:

- i. Developer shall pay the adopted Water Capacity Fee and Wastewater Capacity Fee for a block of 109 ERCs on or before September 1, 2021.

5. ORIGINAL AGREEMENT SECTION 13.1 – ENTIRE AGREEMENT

Section 13.1 of the Original Agreement is amended in its entirety as follows:

This Agreement, as amended, incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in the Agreement, as amended. This Agreement, as amended, supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.

6. NEW SECTION 22 – NONDISCRIMINATION

Section 22 is hereby added to this Amended Agreement and reads as follows:

SECTION 22. NON-DISCRIMINATION. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services.

7. RECORDATION

The City will record an executed copy of this First Amendment in the public records of Sarasota County, Florida at the Developer's expense.

8. AUTHORITY TO EXECUTE

The signature by any person to this First Amendment shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

[This space intentionally left blank; signature pages to follow]

IN WITNESS WHEREOF, the parties have executed this First Amendment as follows.

CITY OF NORTH PORT, FLORIDA

Jason Yarborough
Jason Yarborough, ICMA-CM
Interim City Manager

ATTEST

Heather Taylor
Heather Taylor, CMC
City Clerk

APPROVED AS TO FORM AND CORRECTNESS

Amber L. Slayton
Amber L. Slayton
City Attorney

NORTH PORT HEALTH INVESTORS, LLC,
a Delaware Limited Liability Company

Daniel Castleberry
Daniel Castleberry, Member

ACKNOWLEDGEMENT

STATE OF ~~FLORIDA~~ Maryland
COUNTY OF Baltimore City

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 15 day of March, 2021, by Daniel Castleberry in his capacity as Member of North Port Health Investors, LLC.

Adornis Hester
Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____

ADORNIS HESTER
NOTARY PUBLIC
BALTIMORE CITY
MARYLAND
MY COMMISSION EXPIRES 9-16-2023