

**FIRST AMENDMENT TO CITY OF NORTH PORT, FLORIDA  
AND WILL-RIDGE ASSOCIATES, LLC AND WOODOFF, LLC  
WATER AND WASTEWATER SYSTEM STANDARD DEVELOPER'S AGREEMENT  
FOR THE WOODLAND OFFICE BUILDINGS WITHIN THE PANACEA DEVELOPMENT**

*This First Amendment to City of North Port, Florida and Will-Ridge Associates, LLC and Woodoff, LLC Water and Wastewater System Standard Developer's Agreement for the Woodland Office Buildings within the Panacea Development ("First Amendment") is made by and between the City of North Port, Florida, a municipal corporation of the State of Florida ("City"); Will-Ridge Associates, LLC, a foreign limited liability company ("Will-Ridge"); and Woodoff, LLC, a Florida Limited Liability Corporations ("Woodoff") (Will-Ridge and Woodoff are referred to collectively as "Developer").*

**RECITALS**

**WHEREAS**, *on March 22, 2004, the parties entered into City of North Port, Florida/Will-Ridge Associates, LLC and Huntington National Real Estate Investments, LLC for the Woodland Office Building (within the Panacea Development) Water and Wastewater System Standard Developer's Agreement ("Prior Agreement"); and*

**WHEREAS**, *on June 11, 2012, the parties entered into City of North Port, Florida and Will-Ridge Associates, LLC and Woodoff, LLC Water and Wastewater System Standard Developer's Agreement for the Woodland Office Buildings within the Panacea Development, recorded as Instrument # 2012077297 in the records of the Clerk of the Circuit Court for Sarasota County, Florida ("Original Agreement"), which novated and replaced the Prior Agreement in its entirety; and*

**WHEREAS**, *the Original Agreement related to certain real property and the Developer desires to add additional parcels that it owns or controls, all of which are described in Exhibit A-1 (collectively "the Property"); and*

**WHEREAS**, *the only development that has taken place within the original development area is an educational facility which is exempt from the payment of impact fees per Florida Statutes Section 1013.371; therefore, all reserved capacity still remains unconnected; and*

**WHEREAS**, *the parties desire to amend the Developer's required number of reserved equivalent residential connections ("ERCs"); and*

**WHEREAS**, *the City acknowledges that the Developer has paid all outstanding and past due guaranteed revenue charges incurred and owed as of the Effective Date of this First Amendment.*

**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 February 9, 2021 (“Effective Date”).

## **3. EFFECT OF AMENDMENT**

The parties ratify the terms and conditions of the Original Agreement not inconsistent with this First Amendment, all of which are incorporated by reference as if set forth fully herein. The effect of this First Amendment 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. All references in the Original Agreement to the “Agreement” are deemed to include the amendments herein.

## **4. ORIGINAL AGREEMENT SECTION 13 – ENTIRE AGREEMENT; AMENDMENTS; APPLICABLE LAW; VENUE; ATTORNEY’S FEES**

Section 13.1 of the Original Agreement is amended in its entirety to read 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.”

## **5. ORIGINAL AGREEMENT SECTION 20 – SPECIAL CONDITIONS**

Section 20 of the Original Agreement is amended in its entirety to read as follows:

“The following Special Conditions are mutually agreed between the Developer and the City. To the extent that these Special Conditions conflict with the recitals or provisions contained within this Agreement, as amended, these Special Conditions shall prevail:

- a. The Developer previously paid for and reserved 29 water equivalent residential connection (ERCs) and 29 wastewater ERCs, which remain unconnected as of the date of this Agreement.
- b. As of June 11, 2020, the Developer relinquished 14 water ERCs and 14 wastewater ERCs. The City hereby retroactively and prospectively relieves Developer from any obligation to pay the adopted Guaranteed Revenue payments on these relinquished ERCs.
- c. Accordingly, the Developer has paid for and reserved a total of 15 water ERCs and 15 wastewater ERCs.
- d. The Developer may apply for additional ERCs; however, the City has no obligation to provide additional ERCs unless the City has sufficient unreserved capacity at the time of the application.”

**6. ORIGINAL AGREEMENT EXHIBIT A-1 – DESCRIPTION OF PROPERTY**

Exhibit A-1 of the Original Agreement is replaced in its entirety by Exhibit A-1 to this First Amendment. This exhibit amends the description of the Property to include Parcel IDs 1115-00-1000 and 1094-00-3400.

**7. ORIGINAL AGREEMENT EXHIBIT A-2 – MAP OF PROPERTY**

Exhibit A-2 of the Original Agreement is replaced in its entirety by Exhibit A-2 to this First Amendment. This exhibit amends the map of the Property to include Parcel IDs 1115-00-1000 and 1094-00-3400.

**8. NEW SECTION 22 – NONDISCRIMINATION**

Section 22 is hereby added as a new section to read 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.”

**9. 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.

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

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

Approved by the City Commission of the City of North Port, Florida on February 9, 2021.

**CITY OF NORTH PORT, FLORIDA**

\_\_\_\_\_  
Jason Yarborough, ICMA-CM  
Interim City Manager

ATTEST

\_\_\_\_\_  
Heather Taylor, CMC  
City Clerk

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
Amber L. Slayton  
City Attorney

**WILL-RIDGE ASSOCIATES, LLC**

By: \_\_\_\_\_  
Stephen C. Scalione  
Manager

**ACKNOWLEDGEMENT**

STATE OF FLORIDA  
COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 14<sup>th</sup> day of January, 2021, by Stephen C. Scalione in the capacity as Manager of Will-Ridge Associates, LLC.

\_\_\_\_\_  
Notary Public

Personally Known OR  Produced Identification  
Type of Identification Produced \_\_\_\_\_

**WOODOFF, LLC**

By: \_\_\_\_\_  
Stephen C. Scalione  
Manager

**ACKNOWLEDGEMENT**

STATE OF FLORIDA  
COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 14<sup>th</sup> day of January, 2021, by Stephen C. Scalione in the capacity as Manager of Woodoff, LLC.

\_\_\_\_\_  
Notary Public

Personally Known OR  Produced Identification  
Type of Identification Produced \_\_\_\_\_

**EXHIBIT A-1**  
**BOUNDARY DESCRIPTION OF THE PROPERTY**

A 45% interest In and to the following described property PARCEL NOs: 1115-02-0130, 1115-02-0120, 1115-02-0110, 1115-02-0100 and 1115-02-0132.

LOTS 9, 10, 11, 12, AND 13 OF THE LAKESIDE MARKETPLACE SUBDIVISION, AS RECORDED IN PLAT BOOK 42, PAGES 7 THROUGH 7C, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

TOGETHER WITH A PORTION OF TRACT 3 OF THE LAKESIDE MARKETPLACE SUBDIVISION AS RECORDED IN PLAT BOOK 42 PAGES 7 THROUGH 7C, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

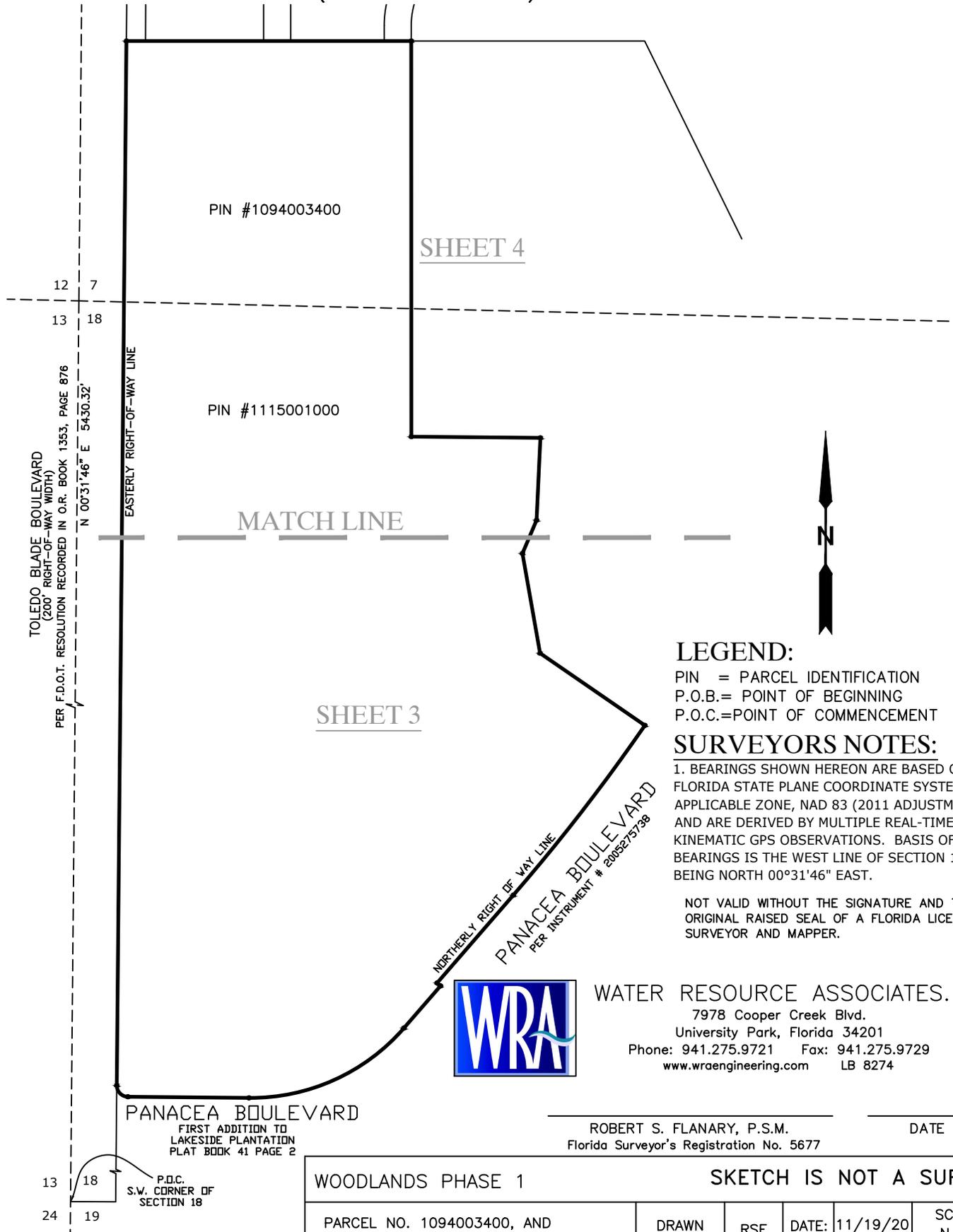
DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 39 SOUTH, RANGE 22 EAST; THENCE S 89° 42' 41" E, ALONG THE SOUTH LINE OF SAID SECTION 18, A DISTANCE OF 100.00 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF TOLEDO BLADE BOULEVARD (200' WIDE PUBLIC RIGHT-OF-WAY) AS DESCRIBED IN F.D.O.T. RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 1353, PAGE 876, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N 00° 31' 41" E, ALONG SAID EASTERLY RIGHT-OF-WAY, SAID LINE BEING PARALLEL WITH AND 100 FEET EASTERLY OF THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 2302.49 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N 00° 31' 41" E, ALONG SAID EASTERLY RIGHT-OF-WAY, SAID LINE BEING PARALLEL WITH AND 100 FEET EASTERLY OF THE WEST UNE OF SAID SECTION 18, A DISTANCE OF 1234.24 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'13", A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE S 89° 28'06" E, A DISTANCE OF 115.23 FEET TO THE NORTHWEST CORNER OF LOT 13 AS RECORDED IN SAID LAKESIDE MARKETPLACE: THENCE S 45° 31' 54" W ALONG THE NORTH LINE OF SAID LOT 13, A DISTANCE OF 141.43 FEET; THENCE S 00° 31' 54" W ALONG WEST LINE OF LOTS 13, 12, 11, 10 AND 9 OF SAID LAKESIDE MARKETPLACE. A DISTANCE OF 762,47 FEET TO THE SOUTHWEST CORNER OF LOT 9 21: SAID LAKESIDE MARKETPLACE; THENCE s 89° 28'06" E ALONG THE SOUTH LINE OF SAID LOT, 199.11 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE 500° 31'54" W ALONG THE EAST LINE OF TRACT 3 OF SAID LAKESIDE MARKETPLACE. A DISTANCE OF 400.00 FEET TO THE NORTH LINE OF LAKESIDE PLANTATION AS RECORDED IN PLAT BOOK 41 PAGE 17 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N 89° 28'06" W ALONG SAID NORTH LINE, A DISTANCE OF 239.26 FEET TO THE POINT OF BEGINNING,

PARCEL NOs: 1094-00-3400 and 1115-00-1000

THAT CERTAIN PARCEL OF LAND, LYING IN SECTIONS 7 AND 18, TOWNSHIP 39 SOUTH, RANGE 22 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 39 SOUTH, RANGE 22 EAST;  
THENCE S 89°42'15" E, ALONG THE SOUTH LINE OF SAID SECTION 18, A DISTANCE OF 100.00' TO THE  
EASTERLY RIGHT-OF-WAY OF TOLEDO BLADE BOULEVARD PER F.D.O.T RESOLUTION RECORDED IN O.R.  
BOOK 1353, PAGE 876, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N 00°31'46" E,  
ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 3686.58' TO THE POINT OF BEGINNING. THENCE  
CONTINUE N 00°31'46" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 2322.02' TO THE  
SOUTHWEST CORNER OF TRACT "E" AS PER THE PLAT OF PANACEA COMMERCIAL PARK PHASE 1, AS  
RECORDED IN PLAT BOOK 44 PAGE 16 OF THE PUBLIC RECORDS OF SARASOTA COUNTY FLORIDA;  
THENCE S 89°59'52" E ALONG THE SOUTH BOUNDARY OF SAID TRACT "E" AND ALONG THE SOUTH  
BOUNDARY OF LOT 17, TRACT "G", LOT 16 AND TRACT "H", A DISTANCE OF 632.64' TO THE SOUTHEAST  
CORNER OF SAID TRACT "H"; THENCE S 00°00'54" E A DISTANCE OF 879.61'; THENCE S 89°28'19" E A  
DISTANCE OF 286.61'; THENCE S 02°39'36" W A DISTANCE OF 183.12'; THENCE S 23°00'34" W A  
DISTANCE OF 80.46'; THENCE S 10°00'13" E A DISTANCE OF 225.23'; THENCE S 55°26'32" E A DISTANCE  
OF 282.76' TO THE NORTHERLY RIGHT OF WAY LINE OF PANACEA BOULEVARD AS RECORDED IN THE  
OFFICIAL RECORDS OF SARASOTA COUNTY, FLORIDA. INSTRUMENT # 2005275738; THENCE ALONG SAID  
NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSE; COURSE (1) WITH A CURVE  
TURNING TO THE RIGHT WITH AN ARC LENGTH OF 477.60', WITH A RADIUS OF 4305.80', WITH A CHORD  
BEARING OF S 37°44'43" W, WITH A CHORD LENGTH OF 477.35', WITH A DELTA ANGLE OF 06°21'19";;  
COURSE (2) S 40°55'22" W A DISTANCE OF 258.23'; COURSE (3) S 49°04'38" E A DISTANCE OF 10.00' TO  
A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF PANACEA BOULEVARD AS RECORDED IN PLAT  
BOOK 41, PAGE 2 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID  
NORTHERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES; COURSE (1) S 40°55'22" W A  
DISTANCE OF 124.19'; COURSE (2) WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF  
389.61', WITH A RADIUS OF 450.00', WITH A CHORD BEARING OF S 65°43'34" W, WITH A CHORD  
LENGTH OF 377.56', WITH A DELTA ANGLE OF 49°36'26";; COURSE (3) N 89°28'13" W A DISTANCE OF  
268.88'; COURSE (4) WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 39.26', WITH A  
RADIUS OF 25.00', WITH A CHORD BEARING OF N 44°27'47" W, WITH A CHORD LENGTH OF 35.35', WITH  
A DELTA ANGLE OF 89°59'11";; TO THE POINT OF BEGINNING, HAVING AN AREA OF 1861243.86 SQUARE  
FEET, 42.728 ACRES

**SKETCH OF DESCRIPTION**  
A PORTION OF SECTION 7 AND 18 TOWNSHIP 39  
SOUTH, RANGE 22 EAST, SARASOTA COUNTY, FLORIDA  
(SKETCH IS NOT A SURVEY)



**LEGEND:**

- PIN = PARCEL IDENTIFICATION
- P.O.B.= POINT OF BEGINNING
- P.O.C.=POINT OF COMMENCEMENT

**SURVEYORS NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, APPLICABLE ZONE, NAD 83 (2011 ADJUSTMENT) AND ARE DERIVED BY MULTIPLE REAL-TIME KINEMATIC GPS OBSERVATIONS. BASIS OF BEARINGS IS THE WEST LINE OF SECTION 18, AS BEING NORTH 00°31'46" EAST.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



**WATER RESOURCE ASSOCIATES, LLC**

7978 Cooper Creek Blvd.  
University Park, Florida 34201  
Phone: 941.275.9721 Fax: 941.275.9729  
www.wraengineering.com LB 8274

ROBERT S. FLANARY, P.S.M.  
Florida Surveyor's Registration No. 5677

DATE

WOODLANDS PHASE 1

**SKETCH IS NOT A SURVEY**

PARCEL NO. 1094003400, AND  
1115001000

DRAWN

RSF

DATE:

11/19/20

SCALE:  
N.T.S.

CHECKED

RSF

DATE:

11/19/20

JOB NUMBER  
1703

REVISION DATE:

