

**FIRST AMENDMENT TO CITY OF NORTH PORT, FLORIDA
AND ANVIL LAND AND PROPERTIES, INC. (NOW PLATINUM INVESTMENTS NORTH PORT, LLC)
WATER AND WASTEWATER SYSTEM STANDARD DEVELOPER'S AGREEMENT**

This *First Amendment to City of North Port, Florida and Anvil Land and Properties, Inc. (Now Platinum Investments North Port, LLC) Water and Wastewater System Standard 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 Platinum Investments North Port, LLC, a Florida Limited Liability Company ("Developer").

RECITALS

WHEREAS, on March 20, 2017, the City and Anvil Land and Properties, Inc. ("Anvil") entered into *City of North Port, Florida and Anvil Land and Properties, Inc. Water and Wastewater System Standard Developer's Agreement*, recorded as **Instrument # 2017037462** in the records of the Clerk of the Circuit Court for Sarasota County, Florida ("Original Agreement"); and

WHEREAS, the Original Agreement related to certain real property, described in Exhibit A-1 of the Original Agreement as: Tract C, North Port Industrial Park, a subdivision according to the plat thereof as recorded in **plat book 37, page 37**, of the public records of Sarasota County, Florida; Section 13, Township 39 South, Range 21 East / Property Parcel ID 0962-11-0090 ("the Property"); and

WHEREAS, Section 10.1 of the Original Agreement provided: "This Agreement shall be binding upon and shall inure to the benefit of the Developer [Anvil], the City and their respective assigns and successors by merger, consolidation or conveyance"; and

WHEREAS, Developer purchased the Property from Anvil on or about October 16, 2019 by a Special Warranty Deed, recorded as **Instrument # 2019146763** in the records of the Clerk of the Circuit Court for Sarasota County, Florida ("Deed"); and

WHEREAS, the Deed included permitted exceptions that recognized the Property was transferred subject to the Original Agreement; and

WHEREAS, pursuant to its purchase of the Property, Developer is bound by and assumes all of Anvil's obligations and benefits of the Original Agreement; and

WHEREAS, Section 20.c.i of the Original Agreement granted Developer a total of 15 Equivalent Residential Connections ("ERCs"), and Developer has paid for, and thus reserved, water and sewer capacity for the 15 ERCs, of which 1.5 water and wastewater ERCs remain unconnected as of the Effective Date of this First Amendment; and

WHEREAS, due to an overestimation of ERCs needed for the development, Developer desires to relinquish the remaining reserved but unconnected 1.5 ERCs, thereby releasing Developer of any obligation to make future guaranteed revenue payments; and

WHEREAS, the City acknowledges that 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 July 14, 2020 (“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.

4. ORIGINAL AGREEMENT SECTION 20.c – SPECIAL CONDITIONS

Section 20.c of the Original Agreement is amended to add the following new subsections:

- ii. Developer hereby relinquishes 1.5 previously reserved but unconnected equivalent residential connection (ERCs). In accordance with Section 19.3, the City will not issue a refund for this relinquished capacity. The City hereby retroactively and prospectively relieves Developer from any obligation to pay the adopted Guaranteed Revenue payments relative to the 1.5 relinquished ERCs as of October 1, 2019 forward, as required in Section 20.b.
- iii. 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.

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 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.

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.

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

CITY OF NORTH PORT, FLORIDA

Peter D. Lear, CPA, CGMA
City Manager

ATTEST

Heather Taylor, CMC
City Clerk

APPROVED AS TO FORM AND CORRECTNESS

Amber L. Slayton
City Attorney

PLATINUM INVESTMENTS NORTH PORT, LLC

By: _____

Shawn Hendricks
Manager

ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 15 day of June 2020, by Shawn Hendricks in the capacity as Manager of Platinum Investments North Port, LLC.

Notary Public

Personally Known OR _____ Produced Identification
Type of Identification Produced _____

