

**FIRST AMENDMENT
TO AMENDED AND RESTATED UTILITY AGREEMENT**

This First Amendment (the First Amendment) is made and entered into this 29th day of May 2007 by and among **FOURTH QUARTER PROPERTIES XXXII, LLC** a Georgia limited liability company (hereinafter Fourth Quarter) **WEST VILLAGES IMPROVEMENT DISTRICT** an independent special district of the State of Florida (hereinafter District) and the **CITY OF NORTH PORT, FLORIDA** an incorporated municipality located within the State of Florida (hereinafter City)

RECITALS

WHEREAS on February 27 2007 the parties entered into an Amended and Restated Utility Agreement (the Utility Agreement) and

WHEREAS Subsection 11.1 of the Utility Agreement addresses construction of an interconnect for emergency water supply between the therein identified Water Facilities and the Sarasota County water system and

WHEREAS the City and County have concluded the negotiation of an interlocal agreement to address an emergency interconnect for potable water services (the City/County Interconnect Agreement) and set forth therein is a construction schedule for the construction of an Interconnect between the County's 12 inch Transmission Main and the City's Potable Water System (located at the southeast corner of the intersection between US 41 and the County's fire station access road located at 8020 S Tamiami Trail) as indicated on Exhibit A (the Interconnect) and

WHEREAS the parties intend by this First Amendment to amend the provisions of Subsection 11.1 of the Utility Agreement in order to address the construction schedule for the Interconnect

NOW, THEREFORE for and in consideration of mutual understandings and agreements herein contained and assumed and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged the parties covenant and agree as follows

SECTION 1 RECITALS The above Recitals are true and correct to the best of the knowledge of the parties hereto and are incorporated herein and made a part hereof

SECTION 2 AMENDMENT Subsection 11.1 of the Utility Agreement is hereby amended by addition of the following subparagraph

11.1.1 In furtherance of the City/County Interconnect Agreement the District shall exercise its best efforts to achieve substantial completion of the construction of the Interconnect on or before one (1) year following the later of (A) the date of the filing with the Clerk of the Court in and for Sarasota County of the fully executed City/County Interconnect Agreement or (B) the date of this

First Amendment provided that if the Interconnect's substantial completion date as set forth in the City/County Interconnect Agreement is longer than one (1) year then such longer period of time shall be applicable to both of the above alternatives

The Interconnect's construction schedule is conditioned upon the City and Sarasota County's prompt review comment and approval of such plans and specifications as are necessary for the District's installation and construction of the Interconnect plus the City and Sarasota County's timely issuance of the construction and installation permits necessary for and applicable to the District's construction of said Interconnect. In the event of a City or Sarasota County delay in the review and issuance of written comments on applicable plans and specifications (which delay for the purposes of this First Amendment is any period longer than ten (10) business days following the delivery to the City or County of such plans and specifications) such delay period shall result in a corresponding extension of time for the District's achieving substantial completion of the Interconnect.

SECTION 3 CONFLICTS To the extent that there is a conflict between the terms understandings and provisions of this First Amendment and the Utility Agreement the term provisions and understandings of this First Amendment shall prevail

SECTION 4 REAFFIRMATION Except as otherwise herein amended or supplemented the Utility Agreement shall continue in full force and effect

SECTION 5 EFFECTIVE DATE This First Amendment shall be dated as of the date that this it is signed by the last of the parties hereto to sign same

Executed by the CITY this 22nd day of May 2007

ATTEST

**THE CITY OF NORTH PORT,
FLORIDA**


Helen M. Raimbeau CMC City Clerk

By 
Barbara L. Gross
Commission Chair

Approved as to form and correctness

(City Seal)


Robert K. Robinson City Attorney

Executed by **FOURTH QUARTER** this 5th day of JUNE 2007

**FOURTH QUARTER PROPERTIES XXXII,
LLC, a Georgia Limited Liability Company**

By J Bruce Williams Jr
Its Managing Member
AUTHORIZED AGENT

Executed by the **DISTRICT** this 12th day of June 2007

ATTEST

**WEST VILLAGES IMPROVEMENT
DISTRICT** an independent special district of the
State of Florida

By TWode
Assistant Secretary
TODD WODESKA

By Lamar Murray
Its Chairman
LAMAR MURRAY

(District Seal)



NOT TO SCALE

US 41

EXIST CITY'S 16-inch
TRANSMISSION MAIN

EXIST 16-inch CITY MAIN

EXIST COUNTY'S 12-inch
TRANSMISSION MAIN

PROPOSED
CITY / COUNTY INTERCONNECT

COUNTY'S FIRE STATION
ACCESS ROAD

TO SOUTHWEST BOOSTER
STATION PUMP SITE

FIRST AMENDMENT TO AMENDED AND
RESTATED UTILITY AGREEMENT
BETWEEN FOURTH QUARTER PROPERTIES XXXII LLC
WEST VILLAGES IMPROVEMENT DISTRICT AND THE
CITY OF NORTH PORT FLORIDA

EXHIBIT A