

10/13/2021 12:07 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SECOND AMENDMENT TO CITY OF NORTH PORT, FLORIDA

Receipt # 2754444

AND SABAL TRACE DEVELOPMENT PARTNERS, LLC

WATER AND WASTEWATER SYSTEM DEVELOPER'S AGREEMENT

This *Second Amendment to City of North Port, Florida and Sabal Trace Development Partners, LLC Water and Wastewater System Developer's Agreement* ("Second Amendment") is made by and between the City of North Port, Florida, a municipal corporation of the State of Florida ("City"), and Sabal Trace Development Partners, LLC., a Florida Limited Liability Company ("Developer").

#### RECITALS

**WHEREAS**, on July 23, 2019, the parties entered into *City of North Port, Florida and Sabal Trace Development Partners, LLC Water and Wastewater System Developer's Agreement*, recorded in Official Records Instrument # 2019101511, Public Records of Sarasota County, Florida ("Original Agreement"); and

**WHEREAS**, effective June 9, 2020, the parties entered into the *First Amendment to City of North Port, Florida and Sabal Trace Development Partners, LLC Water and Wastewater System Developer's Agreement* recorded in Official Records Instrument # 2020079494, Public Records of Sarasota County, Florida ("First Amendment") (collectively, the Original Agreement and First Amendment may be referred to as the "Agreement"); and

**WHEREAS**, Section 20.3 of the Agreement granted Developer a total of 770 Equivalent Residential Connections ("ERCs"); and

**WHEREAS**, Developer's initial payment for the reservation of 50 of those ERCs was due to be paid to the City on or before October 1, 2020; and

**WHEREAS**, due to unforeseen circumstances relating to the development of the property including, but not limited to, the COVID-19 pandemic, as well as installation of additional infrastructure at the request of the City, the parties better understand the actual timing of when those first 50 ERCs will be required and, thus, the initial payment has not been made; and

**WHEREAS**, Developer desires to revise the schedule outlined in Section 20.3 so that Developer's initial payment shall be on or January 1, 2022, with the subsequent annual payments being due on that date each year thereafter through 2027; and

**WHEREAS**, due to the modified due date of payments, the date in Section 20.1 for issuing bills must also be modified; and

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

**WHEREAS**, the parties desire to amend the Agreement consistent with its Section 13.2.

**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 Agreement is amended as follows, with all other terms in the 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 Second Amendment will become effective on Oct 12, 2021 ("Effective Date").

**3. EFFECT OF SECOND AMENDMENT**

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

**4. AGREEMENT SECTION 20 – SPECIAL CONDITIONS, SUBSECTION 20.1**

Subsection 20.1 of the Agreement is amended in its entirety to read as follows:

If Developer wishes to reserve ERCs, Developer shall pay to the City the adopted Guaranteed Revenue Charge for each unconnected or unused potable water and wastewater ERC. Charges will be billed as of December 31 annually and prorated based upon the period of time during the preceding year between reservation (payment of Capacity Fees) and for as long as such ERCs were unconnected or unused. Developer will be billed for the per day charge (a prorated basis) for the number of days each ERC remained unconnected or unused during the preceding year. Upon connection of an ERC within the Property, any obligation to pay City the Guaranteed Revenue Charge for such ERC shall terminate, as the City (upon connection) begins to bill and collect monthly for water and wastewater pursuant to the City-adopted rate schedule under Section 78-24, *Code of the City of North Port*.

**5. AGREEMENT SECTION 20 – SPECIAL CONDITIONS, SUBSECTION 20.3**

Section 20.3 of the Agreement is amended in its entirety to read 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 50 ERCs on or before January 1, 2022.
- ii. Developer shall pay the adopted Water Capacity Fee and Wastewater Capacity Fee for a block of 100 ERCs on or before January 1, 2023.
- iii. Developer shall pay the adopted Water Capacity Fee and Wastewater Capacity Fee for a block of 130 ERCs on or before January 1, 2024.

- iv. Developer shall pay the adopted Water Capacity Fee and Wastewater Capacity Fee for a block of 130 ERCs on or before January 1, 2025.
- v. Developer shall pay the adopted Water Capacity Fee and Wastewater Capacity Fee for a block of 120 ERCs on or before January 1, 2026.
- vi. Developer shall pay the adopted Water Capacity Fee and Wastewater Capacity Fee for a block of 240 ERCs on or before January 1, 2027.

**6. RECORDATION**

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

**7. AUTHORITY TO EXECUTE**

The signature by any person to this Second 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 page to follow]*

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

Approved by the City Commission of the City of North Port, Florida on October 12 2021.

CITY OF NORTH PORT, FLORIDA

A. Jerome Fletcher  
Jason Yarborough, IGMA-CM A. JEROME  
Interim City Manager FLETCHER

ATTEST

Heather Taylor  
Heather Taylor, CMC  
City Clerk

APPROVED AS TO FORM AND CORRECTNESS

Amber L. Slayton  
Amber L. Slayton  
City Attorney

SABAL TRACE DEVELOPMENT PARTNERS, LLC,  
a Florida Limited Liability Company

Mark Gerenger  
Mark Gerenger, Member

**ACKNOWLEDGEMENT**

STATE OF FLORIDA  
COUNTY OF Osceola

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 31 day of August 2021, by Mark Gerenger in his capacity as Member of Sabal Trace Development Partners, LLC.

Sean Landers  
Notary Public

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

