

**FIRST AMENDMENT TO CITY OF NORTH PORT, FLORIDA  
AND SABAL TRACE DEVELOPMENT PARTNERS, LLC  
WATER AND WASTEWATER SYSTEM DEVELOPER'S AGREEMENT**

This *First Amendment to City of North Port, Florida and Sabal Trace Development Partners, 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 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* ("Original Agreement"); and

**WHEREAS**, Section 20.3 of the Original 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, 2019; and

**WHEREAS**, due to unforeseen circumstances relating to the development of the property as well as installation of additional infrastructure at the request of the City, the parties better understand the actual timing those first 50 ERCs will be required and, thus, such 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 October 1, 2020, with the subsequent annual payments being due on that date each year thereafter through 2025; 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; and

**WHEREAS**, the parties desire to amend the Original 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 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 June 9, 2020 ("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 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 October 1, 2020.
- ii. Developer shall pay the adopted Water Capacity Fee and Wastewater Capacity Fee for a block of 100 ERCs on or before October 1, 2021.
- iii. Developer shall pay the adopted Water Capacity Fee and Wastewater Capacity Fee for a block of 130 ERCs on or before October 1, 2022.
- iv. Developer shall pay the adopted Water Capacity Fee and Wastewater Capacity Fee for a block of 130 ERCs on or before October 1, 2023.
- v. Developer shall pay the adopted Water Capacity Fee and Wastewater Capacity Fee for a block of 120 ERCs on or before October 1, 2024.
- vi. Developer shall pay the adopted Water Capacity Fee and Wastewater Capacity Fee for a block of 240 ERCs on or before October 1, 2025.

### **5. ORIGINAL AGREEMENT SECTION 13.1 – ENTIRE AGREEMENT**

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.

### **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 page to follow]*

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

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

Mark Gerenger  
Mark Gerenger, Member

**ACKNOWLEDGEMENT**

STATE OF FLORIDA  
COUNTY OF Escambia

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization,  
this 8th day of May 2020, by Mark Gerenger in his capacity as Member of Sabal Trace  
Development Partners, LLC.

Dee Kirby  
Notary Public

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

