

**FIRST ADDENDUM TO
UTILITY UPSIZING AND REIMBURSEMENT AGREEMENT**

This FIRST ADDENDUM TO UTILITY UPSIZING AND REIMBURSEMENT AGREEMENT (“First Addendum”) is made and entered into this _____ day of _____, 2023, by and between the CITY OF VENICE, FLORIDA, a municipal corporation (hereinafter referred to as the “City”) and MERITAGE HOMES OF FLORIDA, INC., a Florida Corporation (hereinafter referred to as the “Developer”).

WHEREAS, on February 14, 2023, the City and the Developer entered into a Utility Upsizing and Reimbursement Agreement, as amended by the First Amendment thereto on July 17, 2023 (hereinafter, the “Agreement”), which provided for the Developer to construct and upsize the Knights Trail Road Sewer Lift Station, as defined in the Agreement, and for the City to reimburse the Developer for certain costs associated with the same, in accordance with the terms of the Agreement; and

WHEREAS, Section 2.B. of the Agreement further provided for the Developer to construct the 16” Sewer Force Main, as defined in the Agreement, upon the City’s finalization and approval of the 16” Force Main Plans, subject to the City and the Developer entering into an addendum to the Agreement to address the parties’ respective obligations regarding the construction of the 16” Sewer Force Main; and

WHEREAS, the City has now finalized and approved the 16” Sewer Force Main Plans, as defined in the Agreement; and

WHEREAS, the Developer has requested that the Rustic Oaks Community Development District (the "CDD") perform the Developer's obligations under the Agreement with respect to the construction of the 16" Sewer Force Main; and

WHEREAS, the City has no objection to the CDD fulfilling the Developer's obligations regarding construction of the 16" Sewer Force Main subject to the City and the CDD entering into an Interlocal Agreement regarding same.

NOW, THEREFORE, in consideration of the covenants and promises contained herein and in the Agreement, as amended, the City and the Developer hereby agree as follows:

1. The CDD shall assume the Developer's obligation to construct the 16" Sewer Force Main as provided for under Section 2.B. of the Agreement.
2. The assumption of the Developer's obligation to construct the 16" Sewer Force Main by the CDD is contingent upon the City and the CDD entering into an Interlocal Agreement within thirty (30) days of the effective date of this Addendum, which sets forth the terms and conditions regarding the CDD's obligation to construct the 16" Sewer Force Main and the City's obligation to reimburse the CDD for said construction.
3. This Addendum shall be effective upon execution by both parties.
4. All other terms and conditions of the Agreement, unless specifically modified pursuant to this Addendum, shall remain in full force and effect.

IN WITNESS WHEREOF, the City and the Developer set their hands and seals hereto on the day and year first above written.

CITY OF VENICE, FLORIDA

By: _____
Nick Pachota, Mayor

ATTEST:

Kelly Michaels, City Clerk

(SEAL)

Kelly Fernandez, City Attorney

DEVELOPER

MERITAGE HOMES OF FLORIDA, INC.

WITNESSES:

Sign: _____

By: _____

Print: _____

Its: _____

Sign: _____

Print: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2023, by _____, who is personally known to me or who has produced _____ (type of identification) as identification and who did take an oath.

My Commission Expires:

Notary Public

Printed name of notary

Commission Number: