

## AMENDMENT TO UTILITY AND COST-SHARING AGREEMENT

This AMENDMENT TO UTILITY AND COST-SHARING AGREEMENT (“Amendment”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF VENICE, FLORIDA, a municipal corporation (hereinafter referred to as “City”) and SARASOTA COUNTY PUBLIC HOSPITAL DISTRICT, a/k/a Sarasota County Public Hospital Board (hereinafter referred to as “Developer”). The City and Developer shall be referred to collectively as “the Parties”.

### RECITALS

WHEREAS, the Developer is the owner of property located south of Laurel Road, east of Pinebrook Road, and west of Interstate 75, Tax Parcel 0387030001 (the “Property”), as described in Exhibit “A” attached hereto, which has been developed as a hospital and for related health care uses (“Project”) pursuant to Ordinance No. 2019-18, which approved Rezone Petition No. 18-09RZ.

WHEREAS, the Parties entered into a Utility and Cost-Sharing Agreement (“Agreement”) on July 21, 2020, which defined their respective responsibilities in regard to the provision of utilities to the Property. That Agreement is recorded as Instrument # 2020100085 in the Public Records of Sarasota County, Florida.

WHEREAS, subsequent to the execution of the Agreement, the Developer completed construction of the Phase 1 hospital and emergency center, the parking garage, the central energy plant, the phase 1 medical office building, and associated infrastructure.

WHEREAS, the following actions required by the Agreement have been accomplished to date:

- a) The Golf Course Easements and FPL Consent, which are required under paragraph 2 of the Agreement, have been obtained.
- b) The Southern Force Main Extension, which is required under paragraph 3 of the Agreement, has been designed and constructed by the Developer, although it has not heretofore been accepted by the City, as it was installed at a lower depth than specified under the approved plans. Nor have the pre-conditions for its connection to City’s central wastewater system occurred yet.
- c) The Lift Station and Wet Well, which is required under paragraph 4 of the Agreement, has been designed and constructed by the Developer; certified by the City has having been completed to its satisfaction; and was approved by the Florida Department of Environmental Protection (FDEP) for placement into operation on February 23, 2021; although its ownership has not yet been transferred to the City.

- d) The Onsite Force Main Extension, which is required under paragraph 5 of the Agreement, has been designed and constructed by the Developer, although the pre-conditions for its acceptance by, and conveyance to, the City have not yet occurred
- e) The Second Force Main, which is required under paragraph 6 of the Agreement, has been designed, and a contract is anticipated to be let by the City for its construction within the next six months. An anticipated date for completion of its construction is to be determined.
- f) The City has thus far reimbursed the Developer for items listed in subparagraphs 9.a) and b) of the Agreement by issuing \$21,180.28 in Connection Charge credits to the Developer in accordance with subparagraph 9.f) of the Agreement, leaving a remaining balance of \$9,956.72.

WHEREAS, the Developer intends to mitigate its failure to install the Southern Force Main at the depth specified in the approved plans, by waiving the City's obligation to pay its proportionate share of said force main, amounting to \$33,373, as required by paragraph 9.c) of the Agreement; and by warranting said force main against defects for a five (5)-year period. In exchange, upon the force main's acceptance by the FDEP, the City intends to accept it at its current depth.

NOW THEREFORE, for and in consideration of the terms, conditions, and mutual covenants contained herein, the City and the Developer amend the Agreement as follows:

1. RECITALS TRUE AND CORRECT. The recitals set forth above are true and correct and are incorporated herein by this reference.
2. WAIVER OF PROPORTIONATE SHARE. The Developer hereby waives the City's obligation to pay its proportionate share of the Southern Force Main Extension, amounting to \$33,373, as required by paragraph 9.c) of the Agreement.
3. EXTENDED WARRANTY. The Developer hereby warrants the Southern Force Main Extension against defects for a period of five (5) years from the date the Southern Force Main Extension is placed into service.
4. ACCEPTANCE OF SOUTHERN FORCE MAIN EXTENSION. The City shall accept the Southern Force Main Extension at its current depth, upon its approval by FDEP. In addition, the City shall, upon request from the Developer, provide acknowledgement of the City's intended acceptance of the Southern Force Main Extension at its current depth, in order to facilitate the approval by the FDEP.

Except as specifically modified herein, all other terms, conditions, rights and obligations of the Parties in the Agreement 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**

ATTEST:

By: \_\_\_\_\_  
RON FEINSOD, Mayor

\_\_\_\_\_  
KELLY MICHAELS, City Clerk

(SEAL)

Approved as to form and correctness:

\_\_\_\_\_  
KELLY FERNANDEZ, City Attorney

Witnesses as to DEVELOPER:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

**SARASOTA COUNTY PUBLIC HOSPITAL  
DISTRICT, a body corporate under the laws of  
the State of Florida**

By: \_\_\_\_\_

DAVID VERINDER

President & Chief Executive Officer

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by David Verinder, as President and Chief Executive Officer of SARASOTA COUNTY PUBLIC HOSPITAL DISTRICT, on behalf of the corporation. He is personally known to me or produced \_\_\_\_\_ as identification and who did take an oath.

(SEAL)

Notary Public \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission Number: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

A tract of land, lying in Section 33, Township 38 South, Range 19 East, Sarasota County, Florida and being more particularly described as follows:

Commence at the northwest corner of said Section 33, being marked by a PK Nail and Disk labeled "LS #2670"; thence 500'39'03"W, along the west line of said Section 33, a distance of 100.00 feet; thence 389'19'54"E, a distance of 50.75 feet to the POINT OF BEGINNING, being marked by a 5/8" capped iron rod labeled "SAR CO R/W MARKER #5696", said point being the northeast corner of Parcel No. 111, according to the Order of Taking recorded in Official Records Book 2890, Page 2781, of the Public Records of Sarasota County, Florida, said point also being a point on the southerly line of Parcel No. 101, according to the Order of Taking, recorded in Official Records Book 2432, Page 338 of said public records; the following 6 calls are along the southerly line of said Parcel No. 101; thence 389'19'54"E, a distance of 775.53 feet (389'19'54"E, a distance of 775.38 per adjoining description) to a 5/8 inch capped iron rod labeled "LS 4075"; thence 383.37'48"E, a distance of 704.86 feet (383°37'16"E, a distance of 703.49 feet per adjoining description) to a 5/8" iron rod; thence S89°19'34"E, a distance of 165.03 feet (S89.19'54"E, a distance of 165.03 feet per adjoining description) to a 5/8" capped iron rod labeled "LB #043"; thence S48°17'54"E, a distance of 122.50 feet (348'17'54"E, a distance of 122.50 feet) to a 5/8" capped iron rod labeled "LB #043"; thence 349°26'45"E, a distance of 209.35 feet (349°29'33"E, a distance of 208.99 feet per adjoining description) to a 5/8" capped iron rod labeled "LS - 4075"; thence 353°29'53"E, along the southerly line of said Parcel 101 and the southerly line of Parcel 100, according to the Order of Taking recorded in Official Records Book 2432, Page 338, of said public records, a distance of 987.07 feet (S53°31'13"E, a distance of 987.52 feet per adjoining descriptions) to a 5/8" iron rod, being a point on the westerly line of Parcel 108 (westerly line of Interstate 75), according to the Order of Taking recorded in Official Records Book 1142, Page 529 of said public records, said point being a point on a curve to the left of which the radius point lies N54°03'37"E, a radial distance of 57,413.78 feet; thence southeasterly, along said westerly line of said Parcel 108, passing through a central angle of 00°30'43", an arc distance of 512.88 feet to the northeast corner of the plat of Waterford, as recorded in Plat Book 33, Page 15 of said public records, being marked by a 4" concrete monument labeled "RS - 2030"; thence N89°22'37"W, along the northerly line of said plat of Waterford, a distance of 439.68 feet (N89°48'48"W, a distance of 439.43 feet per plat) to a point on the east line of Lot 7 of the plat of Woodland Acres, as recorded in Plat Book 20, Page 3 of said public records be marked by a 5/8" capped iron rod labeled "RLS 4075"; thence N00°06'05"W, along the east line of said Lot 7, a distance of 49.78 feet (N00.10'06"VV, a distance of 50.00 feet per plat) to the northeast corner of said plat of Woodland Acres, being marked by a 4" concrete monument; thence N89.4216'W, along the north line of said plat of Woodland Acres, a distance of 2560.55 (N89.42'16"VV, a distance of 2559.83 feet per plat) to the easterly line of Parcel No. 117A according to the Order of Taking, recorded in Official Records Book 2890, Page 2781 of said public records being marked by a 4" concrete monument; thence N01.2828"E, along the east line of said Parcel 117A, a distance of 13.60 feet

to a 5/8" capped iron rod labeled "LB #043"; thence N89°23'31"W, along the north line of said Parcel 1 17A, a distance of 10.50 feet to the southeast corner of the aforementioned Parcel 111, according to the Order of Taking recorded in Official Records Book 2890, Page 2781 being marked by a 5/8" capped iron rod labeled "LB #043"; the following• 2 calls are along the easterly line of said Parcel 111; thence N01'37'43"E, a distance of 504.87 feet (N01°37'52"E, a distance of 504.60 feet per adjoining description) to a 5/8" capped iron rod labeled "SAR CO R/W MARKER #5696"; thence N00.39'03"E, a distance of 721.74 feet (N00'37'52"E, a distance of 721.74 feet per adjoining description) to the POINT OF BEGINNING.

Containing 65.4284 Acres, more or less

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