

SECOND AMENDMENT TO UTILITY AND COST-SHARING AGREEMENT

This SECOND AMENDMENT TO UTILITY AND COST-SHARING AGREEMENT ("Amendment") is made this _____ day of February, 2023, 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; and

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; and

WHEREAS, on June 28, 2022, the Parties entered into an Amendment to Utility and Cost-Sharing Agreement regarding issues related to the Developer's construction of the Southern Force Main (the "First Amendment"); and

WHEREAS, the lift Station and wet well, which was 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; approved by the Florida Department of Environmental Protection (FDEP) for placement into operation on February 23, 2021; and the City has requested that the Developer transfer ownership of the lift station and wet well, a portion of a sewer gravity system, along with certain on-site and off-site force mains as set forth in Paragraph 8 of the Agreement, to the City; and

WHEREAS, the Developer's contribution of a proportionate share of the City's costs for the Second Force Main was based on hydraulic modeling and data reports available at the time the Parties entered into the Agreement; and

WHEREAS, the City has subsequently evaluated additional data and information and determined that it is appropriate to waive the Developer's contribution of a proportionate share of the City's costs for the Second Force Main as required by Paragraphs 6. and 9.e) of the Agreement.

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. TRANSFER OF UTILITY INFRASTRUCTURE. The Parties hereby acknowledge that prior to or simultaneously with the execution of this Second Amendment that Developer shall, in accordance with Paragraph 8 of the Agreement, close the valve to the force main providing the temporary connection of the Developer's Property to Sarasota County's wastewater system, and transfer ownership and control of the on-site and off-site wastewater facilities, including the lift station, wet well, and generator, a portion of the sewer gravity system, and force mains, to the City. Further, the City agrees to accept said facilities in their "as-is" condition and will, at the City's expense, install a grinder for the lift station, as well as any replacement impellers for the lift station deemed necessary to accommodate additional flows to the lift station. Following connection to the City's wastewater system, if an emergency should arise which causes the City's wastewater facilities to temporarily lack capacity to accommodate the Developer's wastewater service demands, the Developer shall have the right, but not the obligation, to reconnect to Sarasota County's wastewater system for the duration of the emergency, in which case, the City shall provide an alternate method for collecting wastewater from customers upstream from the Property, which method shall not utilize the Developer's force main (re)connection to the Sarasota County wastewater system without the Developer's permission.
3. WAIVER OF PROPORTIONATE SHARE. The City hereby waives the Developer's obligation to pay its proportionate share for the Second Force Main, as required by Paragraphs 6. and 9.e) of the Agreement.

Except as specifically modified herein, all other terms, conditions, rights and obligations of the Parties in the Agreement, as amended by the First Amendment, 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: _____
NICK PACHOTA, Mayor

KELLY MICHAELS, City Clerk

(SEAL)

Approved as to form and correctness:

KELLY FERNANDEZ, City Attorney

Witnesses as to DEVELOPER:

[Signature]

Print Name: Jacqueline Faiffer

[Signature]

Print Name: Kyle Schwaring

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

By: [Signature]

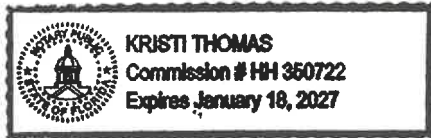
DAVID VERINDER
President & Chief Executive Officer

Reviewed by WP
Legal Counsel and
approved for signature

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 9th day of February, 2023, 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 N/A as identification and who did take an oath.

(SEAL)



Notary Public [Signature]
Print Name: Kristi Thomas
Commission Number: HH 350722

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°22'37"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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