

Exhibit A
To the Interlocal Agreement

Utility Upsizing and Reimbursement Agreement and
First Amendment

UTILITY UPSIZING AND REIMBURSEMENT AGREEMENT

This Utility Upsizing and Reimbursement Agreement (“**Agreement**”) is made this 14th day of February, 2023 (the “**Effective Date**”), 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**”). The City and Developer shall be referred to individually as “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, the Developer is developing approximately 318 acres of land in the City of Venice, Sarasota County, as more particularly described in **Exhibit “A”** attached hereto (hereinafter referred to as the “**Property**”); and,

WHEREAS, the development of the Property was initially approved and referred to as the “Rustic Road PUD” under Ordinance No. 2019-25; and,

WHEREAS, the City approved residential development plans for the Property through Development Orders No. 21-05PP, 21-03PP, and 22-61SP (the “**Project**”); and,

WHEREAS, the Property is subject to a Pre-Annexation Agreement, dated April 30, 2019, which specifies various conditions and obligations for development of the Property; and,

WHEREAS, Paragraph 6 of the Property’s Pre-Annexation Agreement directs that, at the time of development of the Property, the developing party “shall design, construct, and pay for installing, extending, sizing, and upsizing all offsite and onsite potable water, reclaimed water, and wastewater utility pipelines, and lift-stations necessary to serve the full buildout of the project. All

such work shall be performed in accordance with plans and specification approved through the City's construction permitting process and in accordance with the current version of the City standard details;" and,

WHEREAS, pursuant to letter dated May 5, 2021, the City approved the construction plans for the Generation at Venice project, a proposed and approved residential multi-family development (the "**Generation Project**") on the approximately 30.47-acre property located along Knights Trail Road, and as more specifically described in Exhibit "B" attached hereto (the "**Generation Property**"); and,

WHEREAS, the Generation Project included a lift station to be constructed in the southeastern corner of the Generation Property along Knights Trail Road (the "**Generation Lift Station**"); and,

WHEREAS, the City's May 5, 2021, letter approving the construction plans for the Generation Project included a stipulation that the City may request specific improvements to the Generation Lift Station and associated infrastructure in order to better serve future development in the area; and,

WHEREAS, pursuant to a letter dated October 4, 2021, the City approved the offsite utility construction plans for the Project, which encompassed the design, specifications, and connections for the Project's offsite wastewater infrastructure (the "**Approved Plans**"); and,

WHEREAS, the Approved Plans specified that the Project would connect to the Generation Lift Station and included the necessary modifications to the originally approved design for the Generation Lift Station so as to serve only the combined wastewater needs for the Generation Project and the Project (the "**Modified Generation Lift Station**"); and,

WHEREAS, on November 30, 2021, the City issued Construction Plan Approval letters

regarding the Rustic Road South Phases 1 and 2, and the Rustic Road North Phases 1 and 2, phases of the Project, which indicated the Developer acknowledged that the City may require specific improvements to other existing lift stations to accommodate flows from these phases of the Project, in addition to those modifications necessary for the Modified Generation Lift Station; and,

WHEREAS, the City has now expressed its interest in the Developer upsizing the Modified Generation Lift Station, including necessary associated wastewater infrastructure, beyond the specifications in the Approved Plans so to serve future development in the area (the “**Knights Trail Road Lift Station**”), the general location, design, and specifications for which are included in the City of Venice Knights Trail Road Lift Station Bid Plans prepared by Kimley-Horn and Associates, Inc., dated October 19, 2022, as may be modified during final engineering and permitting (the “**KTR Lift Station Plans**”), incorporated herein by reference; and,

WHEREAS, pursuant to the City’s offsite utility construction plan approval letter for the Project dated February 9, 2023, the Developer is required to provide certain emergency vacuum pumping services, as needed, for certain existing lift stations and other lift stations to be constructed in the area (the “**Emergency Pumping Services**”) until the Knights Trail Road Lift Station has been turned over to the City; and,

WHEREAS, the City has now also expressed its interest in the Developer constructing an additional 16-inch force main to eventually serve the Project and other future development in the area (the “**16” Force Main**”), the general location for which is depicted in **Exhibit “C”** attached hereto; and,

WHEREAS, the Developer is willing to construct the Knights Trail Road Lift Station, provide the Emergency Pumping Services, and construct the 16” Force Main in exchange for the City’s reimbursement of certain costs, as specified herein, as well as the City’s Utilities

Department's approval of the issuance of Certificates of Occupancy for the Project prior to the Knights Trail Road Lift Station's turnover to the City, as further described and pursuant to the terms herein; and,

WHEREAS, the City seeks to benefit from the Developer constructing the above-described utility infrastructure as it will enhance the future capacity of the City's wastewater system and service, allow the City to provide wastewater service to more customers and properties in the area, and thereby provide the City with revenue in the form of additional utility service fees and charges related thereto; and

WHEREAS, the City desires to allow the Developer to construct the Knights Trail Road Lift Station and the 16" Force Main, and to reimburse the Developer for certain costs associated with same as further detailed by the terms herein.

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

1. RECITALS TRUE AND CORRECT. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. UPSIZED UTILITY INFRASTRUCTURE. The Developer agrees to construct and install the Knights Trail Road Lift Station and 16" Force Main pursuant to the following terms:

A. *Knights Trail Road Lift Station Design and Specifications.* In the course of negotiating this Agreement, the City has provided the KTR Lift Station Plans to the Developer for the Developer's review and use in obtaining a construction bid for same. The Developer agrees to construct and install the Knights Trail Road Lift Station in accordance with the KTR Lift Station Plans, as may be modified during final engineering and permitting. In connection with the Knights Trail Road Lift Station and KTR Lift Station Plans, the Parties acknowledge and agree that: (1)

the City takes full ownership and liability as it relates to the design, engineering, and preparation of the KTR Lift Station Plans, as well as the delivery of same to the Developer; (2) the City shall, to the extent permissible under Florida law and without waiving its sovereign immunity, indemnify the Developer from any liability in connection with the design, engineering, and preparation of the KTR Lift Station Plans; (3) the Developer's use of the KTR Lift Station Plans shall not be construed as the Developer's review and/or approval of same; (4) the Developer has agreed to use the KTR Lift Station Plans for the purpose and scope of constructing and installing the utility infrastructure thereunder; and, (5) the Developer shall have no liability beyond the scope of construction and installation in accordance with the KTR Lift Station Plans.

B. 16" Force Main. The City is in the process of designing, engineering, and preparing construction plans for the 16" Force Main (the "**16" Force Main Plans**"). Upon its finalization and approval of the 16" Force Main Plans, the City shall provide same to the Developer for the Developer's review and use in obtaining a construction bid for same. However, should the City fail to provide such fully finalized and approved 16" Force Main Plans to the Developer within two (2) years from the Effective Date, then the Developer shall have no obligation to construct the 16" Force Main. Should the Developer agree to construct and install the 16" Force Main upon receipt of the 16" Force Main Plans, then the Parties shall prepare an addendum to this Agreement to further specify the Parties obligations and liabilities in connection with same. The Parties acknowledge and agree that in the event the Developer constructs the 16" Force Main, the City shall reimburse the Developer in accordance with terms set forth in said addendum, which terms shall be materially consistent with the terms provided in the Utility Reimbursement Agreement between the City and the Developer for the Knights Trail 16" Water Main Project dated July 12, 2022, as amended.

C. Construction Bids.

i. Approved Plans Bid. The Developer previously obtained a construction bid in connection with the Approved Plans (attached hereto as **Exhibit “D”** and hereinafter referred to as the “**Approved Plans Bid**”). The Parties agree that the relevant cost figures in the Approved Plans Bid shall serve as the baseline figures for calculating the reimbursement due to the Developer for its construction and installation pursuant to the KTR Lift Station Plans.

ii. Developer’s Construction Bid. The Developer has obtained its own bid for construction of the Knights Trail Road Lift Station per the KTR Lift Station Plans, which is attached hereto as **Exhibit “E”** (the “**Developer’s Construction Bid**”). The City has reviewed the Developer’s Construction Bid for consistency with the KTR Lift Station Plans and hereby provides its approval of same. In the event that any change orders become necessary and alter the Developer’s Construction Bid, then within three (3) business days from the Developer’s notice of any such change order, and before such cost is incurred, the Developer shall provide the City with written notice of same. Within five (5) business days from receipt of such notice, the City shall, with respect to any such noticed change order, provide written notice to the Developer of either: (a) its approval; (b) its request for additional information; or, (c) its denial with specific reasons stated in support thereof. Failure of the City to respond within five (5) business days shall be deemed an approval by the City of any such noticed change order. The City agrees to not unreasonably withhold its approval of or to deny any necessary change orders and acknowledges that change orders may be necessitated by circumstances including, but not limited to, shortages in materials, increased costs of materials and/or shipment or delivery of same. The Parties further acknowledge that the Developer’s Construction Bid may be further modified at a later date to include the 16” Force Main, which the Parties intend to be made part of this Agreement, pursuant

to an addendum to this Agreement. The Parties acknowledge that the Developer obtained a minimum of three (3) bids for the Knights Trail Road Lift Station construction and therefore agree that the Developer shall be required to obtain a minimum of three (3) bids for the construction of the 16" Force Main when authorized pursuant to an addendum to this Agreement.

D. Timing of Construction. The Developer agrees to commence construction of the Knights Trail Road Lift Station by the later of (a) twenty (20) days after the Effective Date or (b) twenty (20) days after the City's and any other applicable governmental agency's final approval and permitting of the Knight Trail Road Lift Station Plans. The Developer further agrees to complete such construction within one (1) year from the date of commencement; however, the deadline for the Developer's completion of construction of the Knights Trail Road Lift Station may be reasonably extended in the event of circumstances necessitating such an extension. Any such extension (other than an extension for a force majeure event as provided in Section 10 hereof) shall be requested in writing by the Developer and is subject to the approval of the City, which shall not be unreasonably withheld. Failure by the City to respond within five (5) business days to such request by the Developer shall be deemed an approval by the City of such request. Extensions relating to force majeure events shall be governed by the terms detailed in Section 10.

E. Insurance. In addition, Developer shall require that the construction contract for the Knights Trail Road Lift Station provide that the Developer's contractor carry and maintain, at its sole cost and expense, a policy or policies of commercial general liability insurance with respect to the construction of the Knights Trail Road Lift Station, with the premiums thereon fully paid on or before the due date. Such insurance shall have a minimum combined single limit of liability of at least \$1,000,000.00 per occurrence and a general aggregate limit of at least \$2,000,000.00. All such policies shall be written to apply to all bodily injury, property damage,

personal injury losses. Such liability insurance shall be written as primary policies. The Developer's contractor shall also maintain workers' compensation insurance in the amounts and coverages required by the laws of the State of Florida. All insurance required to be maintained by the Developer's contractor shall: (a) be issued by insurance companies that are authorized to do insurance business in the State of Florida and carry a financial rating by Best's Key Rating Guide of Class VIII or better; (b) contain a provision whereby the insurer is not allowed to cancel, fail to renew or change materially the coverage without first giving thirty (30) days prior written notice to the City; and, (c) as to the commercial general liability policy, name the City of Venice, its elected officials, officers, agents, and employees as additional insured.

F. Turnover of the Knights Trail Road Lift Station. Upon completion of the Knights Trail Road Lift Station construction and installation, the Developer shall perform the required inspections, testing, and sampling in accordance with and per the City's Standard Details. The Developer shall also obtain, prepare, and provide to the City all required as-built information and Record Drawings of the Knights Trail Road Lift Station. Developer shall be further responsible for all other requirements specified under Section 6 of the City's Standard Details in order to effectuate a "turnover" of the Knights Trail Road Lift Station to the City as expeditiously as possible. At the time of turnover, the Developer shall, at the Developer's sole discretion, either: (a) provide the City with a warranty for the installation of the Knights Trail Road Lift Station, which shall remain in place for a period of one (1) year from the date of turnover of the Knights Trail Road Lift Station; or, (b) cause its utility contractor to provide the City with such warranty.

3. EASEMENTS. The City shall be responsible for and bear the cost associated with obtaining all necessary permanent utility easements associated with the Knights Trail Road Lift Station. Further, the City's failure to obtain any such easements shall automatically extend the

deadline for the Developer's completion of construction of the Knights Trail Road Lift Station. The Developer shall be responsible for and bear the cost associated with obtaining all necessary temporary construction easements and right-of-way permits associated with the construction of the Knights Trail Road Lift Station. The City shall reasonably extend the deadline for the Developer's completion of construction of the Knights Trail Road Lift Station in the event that the Developer encounters delays in obtaining any such necessary temporary construction easements and/or right-of-way permits.

4. INTERIM CONDITION. The City acknowledges that the Developer's agreement to construct and install the Knights Trail Road Lift Station, at the City's request and for the City's benefit, exposes the Developer to potential delay in the Project's receipt of wastewater service by reasons outside of the Developer's control. Therefore, in the event that the Knights Trail Road Lift Station is not available for connection and service at the time that the Project is otherwise ready to connect to and receive City wastewater service, the City agrees to allow the Project to temporarily connect to City wastewater and receive service therefrom in accordance with: (1) the Project's fully approved offsite utility plans; and, (2) the City's letter dated February 9, 2023, approving same (hereinafter referred to collectively as the "**Interim Condition**," which together detail and stipulate to the terms of the Project's temporary wastewater connection and the Parties' obligations during such term). The Parties hereby agree to incorporate by reference said plans and letter comprising the Interim Condition in this Agreement. As stipulated in the referenced letter, in furtherance of the Interim Condition, and upon the Developer's application for Certificates of Occupancy for the Project, the City's Utilities Department agrees to approve the issuance of Certificates of Occupancy for five hundred three (503) residential units in the Project — up to a maximum of two hundred (200) single-family residential units and up to a maximum of three

hundred three (303) multi-family residential units. Upon completion, operation, and turnover of the KTR Lift Station to the City, the City's Utilities Department shall no longer impose the limitations upon its issuance of Certificates of Occupancy for the Project, except as provided for herein. During the time period when the KTR Lift Station is complete, in operation, and has been turned over to the City, but the 16" Force Main is yet to be completed, in operation, and turned over to the City, the City shall issue Certificates of Occupancy for the Project in accordance with the "**Monitoring Guidelines**" attached hereto as Exhibit "F." The City shall use the Monitoring Guidelines as a means to proactively monitor and evaluate the wastewater system serving the Project to determine whether additional residential units can be properly served by the system and communicate same to Developer upon Developer's written request to the City. However, upon the completion, operation, and turnover to the City of the 16" Force Main, the City's Utilities Department shall no longer impose any limitations upon its approval of issuance of Certificates of Occupancy for the Project.

5. REIMBURSEMENT OF COSTS TO DEVELOPER. The City agrees to reimburse the Developer by cash payment for the total costs incurred by the Developer to construct the Knights Trail Road Lift Station in accordance with the following terms:

A. Actual Differential Cost of Developer's Construction Contract. The City shall reimburse the Developer in the amount of the "**Actual Differential Cost,**" which shall be calculated by subtracting the dollar amount of the Approved Plans Bid from the "**Developer's Total Cost.**" The Developer's Total Cost shall be the sum of the following: (1) the total cost incurred to complete the scope of work detailed in the Developer's Construction Bid; (2) additional costs incurred due to approved (or deemed approved) change orders pursuant to Section 2.C hereof; and (3) costs resulting from delays due to force majeure events, the City's failure to obtain

any required easement in accordance with Section 3 hereof, or other causes beyond the Developer's control. Upon completion of the scope of work detailed under the Developer's Construction Bid, and prior to turnover of the Knights Trail Road Lift Station to the City, the Developer shall provide the City with written notice of all additional costs incurred for purposes of calculating the Actual Differential Cost.

B. Reimbursement to Developer. The City shall reimburse the Developer in the amount of the Actual Differential Cost. The City shall make its payment of all reimbursements due to the Developer within thirty (30) days from the date of the City Council's approval of the turnover package of the Knights Trail Road Lift Station and the City's receipt of proper invoices. In the event that the Developer has completed construction of the Knights Trail Road Lift Station, and that by no fault of the Developer or Developer's utility contractor, turnover of the Knights Trail Road Lift Station has not been completed within six (6) months from the date of the Developer's completion of all obligations under Section 2.F hereof, then the Developer may provide a written request for reimbursement to the City, and the City shall reimburse the Developer for all costs identified herein within thirty (30) days from receipt of such request.

C. Reimbursement for Emergency Pumping Services. The Developer agrees to contract and pay for the cost of the Emergency Pumping Services to the City, such as specified under the Interim Condition, for the duration of the Interim Condition. However, in the event that the Developer has completed construction of the Knights Trail Road Lift Station, and that by no fault of the Developer or Developer's utility contractor, turnover of the Knights Trail Road Lift Station has not been completed within six (6) months from the date of the Developer's completion of all obligations under Section 2.F hereof, then the Developer shall not be obligated to pay for any costs associated with Emergency Pumping Services provided subsequent to six (6) months

from the date of the Developer's completion of all obligations under Section 2.F hereof. At such time, the City agrees to provide the Emergency Pumping Services, as needed, at the City's cost.

6. ASSIGNMENT. Subject to the City's approval, which shall not be unreasonably withheld, and in accordance with the express terms herein, the Developer shall retain the right to assign all or a portion of its reimbursement unpaid and due from the City. Any assignment must be by written instrument and recorded in the Public Records of Sarasota County, Florida. Upon recording of such assignment, the Developer shall provide a copy of the same to the City with written notice. The Parties further agree and acknowledge that, upon the Developer's assignment in accordance with the terms of this Section 6, such assignee shall have the right to perform and the obligation to complete all other terms of this Agreement.

7. NOTICE TO PURCHASERS. Upon recording this Agreement in the Public Records of Sarasota County, Florida, the Developer's successors and assigns shall be on notice of the Developer's rights and obligations created hereunder, and this Agreement shall be binding upon any such successors and assigns. No subsequent assignee of the Developer shall be entitled to any reimbursement granted under this Agreement without a written assignment meeting the requirements of Section 6 hereof.

8. NOTICES. Notice required pursuant to Section 2 hereof may be provided by email to the email addresses identified in this Section 8. All other required notice under the terms of this Agreement shall be provided or served by hand-delivery by the Parties to the proper address(es) below, or by United States Postal Service, registered or certified mail, return receipt requested, postage prepaid, properly addressed as follows:

To the City:
City of Venice

To the Developer:
MERITAGE HOMES OF FLORIDA, INC.

Attention: Ed Lavallee, City Manager
401 West Venice Avenue
Venice, Florida 34285

Attention: R. Tyler Vansant
10117 Princess Palm Ave., Suite 550
Tampa, FL 33610
Telephone: 813.386.8752
Facsimile: 480.452.0470
E-mail: tyler.vansant@meritagehomes.com

Copy to:

Kelly M. Fernandez, City Attorney
236 Pedro Street
Venice, FL 34285

With Required Copy to:

Meritage Homes
8800 E. Raintree Drive, Suite 300
Scottsdale, Arizona 85260
Attention: Curtis Keller
Telephone: 480.515-8013
Facsimile: 480-452-0624
E-mail: curtis.keller@meritagehomes.com

9. LEGAL FEES AND COSTS. The Parties agree to bear the expense of their respective legal fees and costs associated with the negotiation and preparation of this Agreement.

10. FORCE MAJEURE. In the event that the Developer's or the City's performance of their respective obligations under the terms of this Agreement is prevented or delayed by consequence of a force majeure, neither one of the Parties shall be liable for such nonperformance, and the time of performance shall be extended for the number of days that the force majeure event prevents or interrupts such performance. The term "force majeure" shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, wars, blockades, riots, acts of Armed Forces, epidemics, pandemics, delays by carriers, inability to obtain materials or right of way on reasonable terms, acts of public authorities, acts of vandals or other third parties, or any other causes whether or not of the same kind as enumerated herein. In order to be entitled to the benefit of this Section, a party claiming an event of force majeure shall be required to give prompt written notice to the other party specifying, in detail, the event of force majeure and shall further be required to diligently correct any adverse effect of any force majeure. This Section 10 shall not

apply to force majeure event caused by either of the Parties, or any other party under their respective control.

11. DEFAULT. Upon the breach by either of the Parties of any term or condition of this Agreement, and unless the breaching Party is diligently pursuing a cure of said breach, upon the failure to cure same after thirty (30) days written notice from either Party, then the non-defaulting Party shall have the right to enforce same or to perform any such term or condition and recover the costs of same from the defaulting Party.

12. ENFORCEMENT. In the event of a breach or default of this Agreement, the Parties shall have all remedies available at law or equity, including but not limited to the entitlement to an injunction or similar action in equity to enforce the terms of this Agreement.

13. CHOICE OF LAW. All suits or actions at law arising from the provisions, performance, or breach of this Agreement shall be brought, for State Court jurisdiction, in the Circuit Court for Sarasota County, Florida, South County Division, and for Federal Court jurisdiction, in the Middle Federal District Court of Florida, and no other jurisdictions.

14. ATTORNEY'S FEES. In the event of any breach or default pursuant to the terms of this Agreement, the prevailing Party shall be entitled to recover all reasonable attorney's fees and costs from the other Party, whether the same be incurred for negotiation, trial, or appellate proceedings.

15. BINDING ON SUCCESSORS. The covenants contained herein shall inure to the benefit of and be binding upon the respective successors, heirs, legal representatives and assigns of the Parties to this Agreement.

16. PARTIES DRAFTED EQUALLY. The Parties agree that each has engaged equally and reciprocally in the drafting of this Agreement.

17. ENTIRE AGREEMENT. This document constitutes the entire Agreement of the Parties and cannot be changed or modified except by instrument in writing duly approved by both Parties.

18. AMENDMENT. No amendment to this Agreement shall be effective unless it is in writing and executed by the Parties in the same manner as this Agreement.

19. SEVERABILITY. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions are omitted.

20. EFFECTIVE DATE. This Agreement shall be effective on the date it is executed by the last of the Parties (“**Effective Date**,” as previously defined herein).

21. RECORDING. Within seven (7) days of the Effective Date, the City shall provide the Developer with a certified copy of this executed Agreement. Within seven (7) days of its receipt from the City, the Developer shall be responsible for having the certified copy recorded in the Public Records of Sarasota County, Florida.

22. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument.

(signatures on following pages)

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



WITNESSES:

Sign: [Signature]
Print: John P. Kakridas

Sign: Stephanie Harris
Print: Stephanie Harris

DEVELOPER

MERITAGE HOMES OF FLORIDA, INC.

By: [Signature]
R. Tyler Vansant
Its: Vice President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 10th day of February, 2023, by R. Tyler Vansant, 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

Roberta E. Roessel

Printed name of notary

Commission Number:



EXHIBIT "A"

Legal Description of the Rustic Road PUD Property

PID # 0361-00-1002

A PARCEL OF LAND LYING AND BEING IN SECTION 20, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 20; THENCE N. 86°52'16" W., (ON AN ASSUMED BEARING) ALONG THE NORTHERLY LINE OF SAID SECTION 20 A DISTANCE OF 363.63 FEET TO THE POINT OF BEGINNING; THENCE N. 86°52'16" W., CONTINUE ALONG THE NORTHERLY LINE OF SAID SECTION 20 A DISTANCE OF 1640.00 FEET; THENCE S. 03°07'44" W., PERPENDICULAR TO THE NORTHERLY LINE OF SAID SECTION 20 A DISTANCE OF 1075.00 FEET; THENCE S. 86°52'16" E., ALONG A LINE THAT IS 1075.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID SECTION 20 A DISTANCE OF 1087.91 FEET TO THE INTERSECTION WITH THE CENTERLINE OF THE SARASOTA WEST COAST WATERSHED RIGHT OF WAY (COW PEN SLOUGH CANAL); THENCE N. 19°13'36" E., ALONG THE CENTERLINE OF THE SARASOTA WEST COAST WATERSHED RIGHT OF WAY (COW PEN SLOUGH CANAL) FOR THE NEXT THREE (3) CALLS A DISTANCE OF 636.28 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, LAYING: A RADIUS OF 716.78 FEET, A CENTRAL ANGLE OF 36°40'00", A TANGENT LENGTH OF 237.52 FEET, A CHORD BEARING OF N. 37°33'36" E. AND CHORD LENGTH OF 450.92 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 458.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N. 55°53'36" E., A DISTANCE OF 151.62 FEET TO THE POINT OF BEGINNING. SUBJECT TO A 95' WIDE PERMANENT EASEMENT FOR COW PEN SLOUGH CANAL AS RECORDED IN OFFICIAL RECORDS BOOK 418, PAGE 852 AND A 55' WIDE PERMANENT EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 426, PAGE 57, AND 55' WIDE TEMPORARY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 418, PAGE 855 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

TOGETHER WITH:

A 50.00 FOOT INGRESS AND EGRESS AND UTILITY EASEMENT LYING AND BEING IN SECTION 20, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 20; THENCE N.86°52'16"W., (ON AN ASSUMED BEARING) ALONG THE NORTHERLY LINE OF SAID SECTION 20 A DISTANCE OF 363.63 FEET TO THE INTERSECTION WITH THE

CENTERLINE OF THE SARASOTA WEST COAST WATERSHED RIGHT OF WAY (COW PEN SLOUGH CANAL); THENCE S.55°53'36"W, ALONG THE SAID CENTERLINE FOR THE NEXT THREE (3) CALLS A DISTANCE OF 151.62 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 716.78 FEET, A CENTRAL ANGLE OF 36°40'00", A TANGENT LENGTH OF 237.52 FEET, A CHORD BEARING OF S.37°33'36"W. AND A CHORD LENGTH OF 450.92 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 458.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.19°13'36"W., A DISTANCE OF 636.28 FEET; THENCE N.86°52'16"W., ALONG A LINE THAT IS 1075.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID SECTION 20 A DISTANCE OF 46.83 FEET TO THE POINT OF BEGINNING; THENCE S. 19°13'48"W., ALONG A LINE THAT IS 45.00 FEET WESTERLY OF AND PARALLEL WITH THE SAID CENTERLINE OF COW PEN SLOUGH CANAL A DISTANCE OF 1498.53 FEET; THENCE S.89°55'52"W., A DISTANCE OF 52.98 FEET; THENCE N.19°13'48"E., ALONG A LINE THAT IS 95.00 FEET WESTERLY OF AND PARALLEL WITH THE SAID CENTERLINE OF COW PEN SLOUGH CANAL A DISTANCE OF 1501.61 FEET; THENCE S.86°52'16"E., ALONG A LINE THAT IS 1075.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID SECTION 20 A DISTANCE OF 52.04 FEET TO THE POINT OF BEGINNING.

PID # 0362-00-1002

Parcel 1: (Fee Estate)

A parcel of land being and lying in Section 20, Township 38 South, Range 19 East, Sarasota County, Florida, also being a portion of the lands described in Official Records Book 1154, Pages 1217 and 1218 of the Public Records of Sarasota County, Florida and being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 20, Township 38 South, Range 19 East, Sarasota County, Florida; thence South 89°56'36" East, 2607.11 feet to a concrete monument, being 1200 feet Westerly of the centerline of Cowpen Slough Drainage Canal, as measured at right angles, for a Point of Beginning; thence continue South 89°56'36" East, 1271.54 feet to the centerline of said Cowpen Slough Drainage Canal (190 feet R/W); thence South 19°22'04" West along the centerline of said Cowpen Slough Drainage Canal, 1331.99 feet to intersect the Northeasterly right-of-way line of I-75 (S.R. 93), being a point on a concave curve to the Northeast, whose center bears North 50°26'21" East, 17,975.40 feet, having a central angle of 4°34'51"; thence Northwestwardly along the arc of said curve, also being the Northeasterly right-of-way line of said I-75 (S.R. 93), 1437.14 feet, said point being 1200 feet Westerly of the said Cowpen Slough Drainage Canal, as measured at right angles; thence North 19°23'04" East parallel with and 1200 feet Westerly of the centerline of said Cowpen Slough Drainage Canal, 121.38 feet to the Point of Beginning.

LESS THEREFROM: the following described parcel being a 60 foot access road right-of-way. Commence at the aforementioned Point of Beginning; thence South 89°56'36" East, 1107.31 feet for a Point of Beginning; thence continue South 89°56'36" East, 63.57 feet to intersect the Westerly right-of-way line of said Cowpen Slough Drainage Canal; thence South 19°22'04" West along the Westerly right-of-way line of said Cowpen Slough Drainage Canal, 1089.10 feet; thence South 1°20'47" East, 210.93 feet to intersect the Northeasterly right-of-way line of said I-75 (S.R. 93), also being a point on a concave curve to the Northeast, whose center bears North 50°30'15" East, 17,975.40 feet, having a central angle of 0°30'09"; thence Northwestwardly along the arc of said curve, 157.69 feet; thence North 19°22'04" East parallel with the Westerly right-of-way line of said Cowpen Slough Drainage Canal, 1183.22 feet to the Point of Beginning.

ALSO LESS the Northerly 497.33 feet thereof, as measured at right angles to the North line thereof.

Parcel 2: (Easement Estate)

TOGETHER with a non-exclusive right to use a non-exclusive easement sixty (60.0) feet in width for road, street and utility purposes from Mission Valley Boulevard over the present road or trail to the bridge over the Sarasota West Coast Watershed Canal to that part of the East 1/2 of Section 20, Township 38 South, Range 19 East, Sarasota, Florida; lying East of said West Coast Watershed Canal. The said non-exclusive easement is recorded in Official Records Book 770, Page 797, Public Records of Sarasota County, Florida, and the Grantee, his successors and assigns by acceptance hereof agree to abide by the terms and conditions specified in said private non-exclusive easement.

Parcel 3: (Easement Estate)

TOGETHER with a non-exclusive right to use a non-exclusive easement across the Easterly thirty (30.0) feet of the following described property:
That part of the South 1/2 of Section 20, Township 38 South, Range 19 East, bounded on the West by centerline of Fox Creek and on the East by a line that is 1200 feet West of and parallel to centerline of Cowpen Slough Drainage Canal; LESS the South 1050 feet, Subject to an easement across the Easterly thirty (30.0) feet for egress and ingress.
Said easement shall be for road, street and utility purposes and uses. The said non-exclusive easement is recorded in Official Records Book 985, Page 681, Public Records of Sarasota County, Florida, and the Grantee, his successors and assigns by acceptance hereof agree to abide by the terms and conditions specified in said private non-exclusive easement.

PID #s 0361-00-1001, 0361-00-1003 and 0361-00-1004

Parcel 1: (Fee Estate)

A parcel of land lying and being in Section 20, Township 38 South, Range 19 East, Sarasota

County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 20; thence N. $86^{\circ}52'16''$ W., (on an assumed bearing) along the Northerly line of said Section 20, a distance of 2003.63 feet to the Point of Beginning; thence S. $03^{\circ}07'44''$ W., a distance of 1075.00 feet; thence S. $86^{\circ}52'16''$ E., a distance of 1087.91 feet to the intersection with the centerline of the Sarasota West Coast Watershed Right of Way (Cow Pen Slough Canal); thence S. $19^{\circ}13'36''$ W., along the said centerline a distance of 130.10 feet; thence N. $86^{\circ}52'16''$ W., along a line that is 1200.00 feet Southerly of and parallel with the Northerly line of said Section 20, a distance of 2049.47 feet; thence N. $03^{\circ}07'44''$ E., a distance of 1200.00 feet to the intersection with the Northerly line of said Section 20; thence S. $86^{\circ}52'16''$ E., along the Northerly line of said Section 20, a distance of 997.63 feet to the Point of Beginning.

Parcel 2: (Fee Estate)

A parcel of land lying and being in Section 20, Township 38 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 20; thence N. $86^{\circ}52'16''$ W., (on an assumed bearing) along the Northerly line of said Section 20, a distance of 3001.26 feet; thence S. $03^{\circ}07'44''$ W., a distance of 701.81 feet to the Point of Beginning; thence S. $03^{\circ}07'44''$ W., a distance of 498.19 feet; thence S. $86^{\circ}52'16''$ E., a distance of 2049.47 feet to the intersection with the centerline of the Sarasota West Coast Watershed Right of Way (Cow Pen Slough Canal); thence S. $19^{\circ}13'36''$ W., along the said centerline a distance of 686.93 feet; thence N. $86^{\circ}52'16''$ W., a distance of 2023.35 feet to the intersection with a line that is 75.00 feet Northeasterly of and parallel with the Northeasterly right of way line of I-75 to a point on a curve to the right, having a radius of 17900.40 feet, a central angle of $02^{\circ}32'32''$, a chord bearing of N. $30^{\circ}39'52''$ W., and a chord length of 794.18 feet; thence along the arc of said curve, an arc length of 794.24 feet to the end of said curve; thence S. $86^{\circ}52'16''$ E., a distance of 76.08 feet; thence N. $03^{\circ}07'44''$ E., a distance of 355.83 feet to the intersection with the centerline of an existing creek; thence S. $58^{\circ}28'28''$ E., a distance of 13.77 feet and along the centerline of an existing creek for the next nine (9) calls; thence S. $85^{\circ}20'18''$ E., a distance of 16.86 feet; thence N. $24^{\circ}01'07''$ E., a distance of 24.84 feet; thence N. $02^{\circ}13'48''$ W., a distance of 23.12 feet; thence N. $33^{\circ}37'44''$ E., a distance of 24.04 feet; thence S. $85^{\circ}35'21''$ E., a distance of 28.42 feet; thence N. $25^{\circ}15'48''$ E., a distance of 34.71 feet; thence N. $14^{\circ}42'29''$ W., a distance of 33.21 feet; thence N. $61^{\circ}16'21''$ W., a distance of 44.63 feet; thence S. $86^{\circ}52'16''$ E., leaving said centerline of the existing creek a distance of 491.06 feet to the Point of Beginning.

Parcel 3: (Fee Estate)

A parcel of land lying and being in Section 20, Township 38 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 20; thence N. $86^{\circ}52'16''$ W., along the Northerly line of said Section 20, a distance of 4393.45 feet to the intersection with the Northeasterly limited access right of way line of Interstate Highway 75 (I-75) to a point on a

curve to the left, having a radius of 17975.40 feet, a central angle of 04°25'29", a chord bearing of S. 27°01'43" E. and a chord length of 1387.85 feet; thence along the said Northeasterly limited access right of way line of I-75 and along the arc of said curve, an arc length of 1388.20 feet to the end of said curve and to the Point of Beginning, thence S. 86°52'16" E., a distance of 88.87 feet to a point on a curve to the left, having a radius of 17900.40 feet, a central angle of 02°32'32", a chord bearing of S. 30°39'52" E., and a chord length of 794.18 feet; thence along the arc of said curve, an arc length of 794.24 feet to the end of said curve; thence S. 86°52'16" E., a distance of 2023.35 feet to the intersection with the centerline of the Sarasota West Coast Watershed Right-of-Way (Cow Pen Slough Canal); thence S. 19°13'36" W., along the said centerline a distance of 678.70 feet; thence S. 89°55'53" W., a distance of 1392.02 feet to the intersection with the said Northeasterly limited access right of way line of I-75 to a point on a curve to the right, having a radius of 17975.40 feet, a central angle of 05°24'53", a chord bearing of N. 31°56'55" W. and a chord length of 1698.17 feet; thence along the arc of said curve an arc length of 1698.80 feet to the Point of Beginning.

LESS AND EXCEPT that portion of the above described lands conveyed to the State of Florida Department of Transportation described in that certain Warranty Deed recorded in Official Records Instrument Number 2007155382, of the Public Records of Sarasota County, Florida.

Parcel 4: (Easement Estate)

Together with non-exclusive road, street and utility easement for the benefit of the above described Parcels as created by and set forth in that certain instrument recorded in Official Records Book 770, Page 797, of the Public Records of Sarasota County, Florida.

Parcel 5: (Easement Estate)

Together with non-exclusive ingress, egress, drainage and utility easement for the benefit of the above described Parcel 1 as created by and set-forth in that certain instrument recorded in Official Records Book 2285, Page 1698, of the Public Records of Sarasota County, Florida.

PID # 0364-04-0001

The South 30 Feet of the West half of the Northwest 1/4 of Section 21, Township 38 South, Range 19 East, Sarasota County, Florida, containing 0.9 acres, more or less.

PID # 0362-00-1007

The Northerly 497.33 feet of the following described parcel of land, as measured at right angles with North line thereof:

A Parcel of land being and lying in Section 20, Township 38 South, Range 19 East, Sarasota County, Florida, also being a portion of the lands described in Official Records Book 1154, Pages 1217 and 1218 of the Public Records of Sarasota County, Florida and being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 20, Township 38 South, Range 19 East, Sarasota County, Florida; thence South 89°56'36" East, 2607.11 feet to a concrete monument, being 1200 feet Westerly of the centerline of Cowpen Slough Drainage Canal, as measured at right angles, for a Point of Beginning; thence continue South 89°56'36" East, 1271.54 feet to the centerline of said Cowpen Slough Drainage Canal (190 feet R/W); thence South 19°22'04" West along the centerline of said Cowpen Slough Drainage Canal, 1331.99 feet to intersect the Northeasterly right-of-way line of I-75 (S.R. 93), being a point on a concave curve to the Northeast, whose center bears North 50°26'21" East, 17,975.40 feet, having a central angle of 4°34'51"; thence Northwestwardly along the arc of said curve, also being the Northeasterly right-of-way line of said I-75 (S.R. 93), 1437.14 feet, said point being 1200 feet Westerly of the said centerline of said Cowpen Slough Drainage Canal, as measured at right angles; thence North 19°22'04" East parallel with and 1200 feet Westerly of the Centerline of said Cowpen Slough Drainage Canal, 121.38 feet to the Point of Beginning.

LESS THEREFROM: the following described parcel being a 60 foot access road right-of-way. Commence at the aforementioned Point of Beginning; thence South 89°56'36" East, 1107.31 feet for a Point of Beginning; thence continue South 89°56'36" East, 63.57 feet to intersect the Westerly right-of-way line of said Cowpen Slough Drainage Canal; thence South 19°22'04" West along the Westerly right-of-way line of said Cowpen Slough Drainage Canal, 1089.10 feet; thence South 1°20'47" East, 210.93 feet to intersect the Northeasterly right-of-way line of said I-75 (S.R. 93), also being a point on a concave curve to the Northeast, whose center bear North 50°30'55" East, 17,975.40 feet, having a central angle of 0°30'09"; thence Northwestwardly along the arc of said curve, 157.69 feet; thence North 19°22'04" East parallel with the Westerly right- of-way line of said Cowpen Slough Drainage Canal, 1183.22 feet to the Point of Beginning.

RESERVING UNTO THE GRANTOR, his heirs, successors and assigns, an easement across the Westerly thirty (30.0) feet for road, street and utility purposes and uses. The Grantor, his heirs, successors and assigns shall have the right, but shall have no obligation, to maintain a road or trail on said easement. Grantor and Grantee agree that said easement shall be a private easement for use by the parties to this deed, their heirs, successors and assigns and such other persons as each party shall from time to time designate.

TOGETHER with a non-exclusive right to use a non-exclusive easement sixty (60.0) feet in width for road, street and utility purposes from Mission Valley Boulevard over the present road or trail to the bridge over the Sarasota West Coast Watershed Canal to that part of the East 1/2 of Section 20, Township 38 South, Range 19 East, Sarasota, Florida; lying East of said West Coast Watershed Canal. the said non-exclusive easement is recorded in Official Records Book 770,

Page 797, Public Records of Sarasota County, Florida, and the Grantee, his successors and assigns by acceptance hereof agree to abide by the terms and conditions specified in said private nonexclusive easement.

TOGETHER with a non-exclusive right to use a non-exclusive easement across the Easterly thirty (30.0) feet of the following described property:

That part of the South 1/2 of Section 20, Township 38 South, Range 19 East, bounded on the West by centerline of Fox Creek and on the East by a line that is 1200 feet West of and parallel to centerline of Cowpen Slough Drainage Canal; LESS the South 1050 feet, Subject to an easement across the Easterly thirty (30.0) feet for egress and ingress.

Said easement shall be for road, street and utility purposes and uses. The said non-exclusive easement is recorded in Official Records Book 985, Page 681, Public Records of Sarasota County, Florida, and the Grantee, his successors and assigns by acceptance hereof agree to abide by the terms and conditions specified in said private non-exclusive easement.

ALSO LESS AND EXCEPT:

SBA TOWERS LEASE PARCEL

A PARCEL OF LAND BEING A PORTION OF THE NORTH ONE-HALF (1/2) OF SECTION 20. TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 20 (FOUND 4" X 4" CONCRETE MONUMENT WITH BRASS DISK - RLS 2030); THENCE ON AN ASSUMED BEARING OF S 89° 56' 36" E, A DISTANCE OF 2487.31 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF INTERSTATE NO. 75 (LIMITED ACCESS PUBLIC RIGHT-OF-WAY) (FOUND 4" X 4" CONCRETE MONUMENT WITH DISK - NO I.D.); THENCE CONTINUE S 89° 56' 36" E, A DISTANCE OF 119.80 FEET TO A POINT ON A LINE 1200.00 FEET WEST OF AND PARALLEL WITH THE CENTERLINE OF RIGHT-OF-WAY FOR COWPEN SLOUGH DRAINAGE CANAL (190 FOOT WIDE CANAL RIGHT-OF-WAY) (FOUND 4" X 4" CONCRETE MONUMENT WITH BRASS DISK - RLS 2030); THENCE CONTINUE S 89° 56' 36" E, A DISTANCE OF 146.00 FEET; THENCE S 00° 03' 24" W, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 00° 03' 24" W, A DISTANCE OF 100.00 FEET; THENCE N 89° 56' 36" W, A DISTANCE OF 100.00 FEET; THENCE N 00° 03' 24" E, A DISTANCE OF 100.00 FEET; THENCE S 89° 56' 36" E, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING; SAID PARCEL OF LAND SITUATE WITHIN SARASOTA COUNTY, FLORIDA CONTAINING 10,000.00 SQUARE FEET, MORE OR LESS.

NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT A PARCEL OF LAND BEING A PORTION OF THE NORTH ONE-HALF (1/2) OF SECTION 20, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 20 (FOUND 4" X 4" CONCRETE MONUMENT WITH BRASS DISK - RLS 2030); THENCE ON AN ASSUMED BEARING OF S 89° 56' 36" E, A DISTANCE OF 2487.31 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF INTERSTATE NO. 75 (LIMITED ACCESS PUBLIC RIGHT-OF-WAY) (FOUND 4" X 4" CONCRETE MONUMENT WITH DISK - NO I.D.); THENCE CONTINUE S 89° 56' 36" E, A DISTANCE OF 119.80 FEET TO A POINT ON A LINE 1200.00 FEET WEST OF AND PARALLEL WITH THE CENTERLINE OF RIGHT-OF-WAY FOR COWPEN SLOUGH DRAINAGE CANAL (190 FOOT WIDE CANAL RIGHT-OF-WAY) (FOUND 4" X 4" CONCRETE MONUMENT WITH BRASS DISK - RLS 2030); THENCE CONTINUE S 89° 56' 36" E, A DISTANCE OF 146.00 FEET; THENCE S 00° 03' 24" W, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE S 89° 56' 36" E, A DISTANCE OF 234.73 FEET; THENCE N 61° 16' 00" E, A DISTANCE OF 103.82 FEET; THENCE S 89° 56' 36" E, A DISTANCE OF 635.59 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF RUSTIC ROAD (60 FOOT WIDE PUBLIC RIGHT-OF-WAY) (FOUND 4" X 4" CONCRETE MONUMENT WITH NAIL - NO I.D.); THENCE S 19° 22' 04" W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 42.38 FEET; THENCE N 89° 56' 36" W, A DISTANCE OF 611.31 FEET; THENCE S 61° 16' 00" W, A DISTANCE OF 103.82 FEET; THENCE N 89° 56' 36" W, A DISTANCE OF 220.00 FEET; THENCE S 45° 03' 24" W, A DISTANCE OF 7.07 FEET; THENCE S 00° 03' 24" W, A DISTANCE OF 55.00 FEET; THENCE N 89° 56' 36" W, A DISTANCE OF 20.00 FEET; THENCE N 00° 03' 24" E, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING; SAID PARCEL OF LAND SITUATE WITHIN SARASOTA COUNTY, FLORIDA CONTAINING 39.897.86 SQUARE FEET, MORE OR LESS.

PID # 0362-00-1015

The Northerly 497.33 feet of the following described parcel of land, as measured at right angles with North line thereof:

A Parcel of land being and lying in Section 20, Township 38 South, Range 19 East, Sarasota County, Florida, also being a portion of the lands described in Official Records Book 1154, Pages 1217 and 1218 of the Public Records of Sarasota County, Florida and being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 20, Township 38 South, Range 19 East, Sarasota County, Florida; thence South 89°56'36" East, 2607.11 feet to a concrete monument, being 1200 feet Westerly of the centerline of Cowpen Slough Drainage Canal, as measured at right angles, for a Point of Beginning; thence continue South 89°56'36" East, 1271.54 feet to the centerline of said Cowpen Slough Drainage Canal (190 feet R/W); thence South 19°22'04" West along the centerline of said Cowpen Slough Drainage Canal, 1331.99 feet to intersect the Northeasterly right-of-way line of I-75 (S.R. 93), being a point on a concave curve to the Northeast, whose center bears North 50°26'21" East, 17,975.40 feet, having a central angle of 4°34'51"; thence Northwestwardly along the arc of said curve, also being the Northeasterly right-of-way line of said I-75 (S.R. 93), 1437.14 feet, said point being 1200 feet Westerly of the said centerline of said Cowpen Slough Drainage Canal, as measured at right angles; thence North 19°22'04" East parallel with and 1200 feet Westerly of the Centerline of said Cowpen Slough Drainage Canal, 121.38 feet to the Point of Beginning.

LESS THEREFROM: the following described parcel being a 60 foot access road right-of-way. Commence at the aforementioned Point of Beginning; thence South 89°56'36" East, 1107.31 feet for a Point of Beginning; thence continue South 89°56'36" East, 63.57 feet to intersect the Westerly right-of-way line of said Cowpen Slough Drainage Canal; thence South 19°22'04" West along the Westerly right-of-way line of said Cowpen Slough Drainage Canal, 1089.10 feet; thence South 1°20'47" East, 210.93 feet to intersect the Northeasterly right-of-way line of said I-75 (S.R. 93), also being a point on a concave curve to the Northeast, whose center bear North 50°30'55" East, 17,975.40 feet, having a central angle of 0°30'09"; thence Northwestwardly along the arc of said curve, 157.69 feet; thence North 19°22'04" East parallel with the Westerly right-of-way line of said Cowpen Slough Drainage Canal, 1183.22 feet to the Point of Beginning.

RESERVING UNTO THE GRANTOR, his heirs, successors and assigns, an easement across the Westerly thirty (30.0) feet for road, street and utility purposes and uses. The Grantor, his heirs, successors and assigns shall have the right, but shall have no obligation, to maintain a road or trail on said easement. Grantor and Grantee agree that said easement shall be a private easement for use by the parties to this deed, their heirs, successors and assigns and such other persons as each party shall from time to time designate.

TOGETHER with a non-exclusive right to use a non-exclusive easement sixty (60.0) feet in width for road, street and utility purposes from Mission Valley Boulevard over the present road or trail to the bridge over the Sarasota West Coast Watershed Canal to that part of the East 1/2 of Section 20, Township 38 South, Range 19 East, Sarasota, Florida; lying East of said West Coast Watershed Canal. the said non-exclusive easement is recorded in Official Records Book 770, Page 797, Public Records of Sarasota County, Florida, and the Grantee, his successors and assigns by acceptance hereof agree to abide by the terms and conditions specified in said private nonexclusive easement.

TOGETHER with a non-exclusive right to use a non-exclusive easement across the Easterly

thirty (30.0) feet of the following described property:

That part of the South 1/2 of Section 20, Township 38 South, Range 19 East, bounded on the West by centerline of Fox Creek and on the East by a line that is 1200 feet West of and parallel to centerline of Cowpen Slough Drainage Canal; LESS the South 1050 feet, Subject to an easement across the Easterly thirty (30.0) feet for egress and ingress.

Said easement shall be for road, street and utility purposes and uses. The said non-exclusive easement is recorded in Official Records Book 985, Page 681, Public Records of Sarasota County, Florida, and the Grantee, his successors and assigns by acceptance hereof agree to abide by the terms and conditions specified in said private non-exclusive easement.

PID #s 0364-04-0002 and 0362-00-1010

Parcel 1:

The. W 1/2 of SW 1/4 of Section 21, Township 38 South, Range 19 East, in Sarasota County, Florida and the following non-exclusive, continuous, permanent easements for ingress and egress:

1. The trail from Mission Valley Boulevard to the Bridge over the Sarasota West Coast Watershed Canal, aligned, generally, along the East-West centerline of Sections 19 and 20, Township 38 South, Range 19 East.
2. The South 30 feet of the N 1/2 of Section 21, Township 38 South, Range 19 East, Sarasota County, Florida; The South 30 feet of the N 1/2 of Section 20, Township 38 South, Range 19 East, Sarasota County, Florida, lying East of the Canal (Cowpen Slough), LESS the Westerly 100 feet thereof; The Westerly 100 feet of the Southerly 200 feet of the North 1/2 of Section 20, Township 38 South, Range 19 East, Sarasota County, Florida, lying East of the Canal (Cowpen Slough); The Southerly 30 feet of lands conveyed in Official Records Book 1308, Page 1190, of the Public Records of Sarasota County, Florida.
3. The right-of-way along Laurel Road (extended) being the South 60 feet of SE 1/4 of SE 1/4 of Section 29, Township 38 South, Range 19 East, and also the South 60 feet of Section 28, Township 38 South, Range 19 East.
4. The right-of-way along the Haul Road and the Haul Road extended, running North from Laurel Road (extended) being the East 30 feet of Sections 21 and 28. and the West 30 feet of the North 3/4 of Section 22, all being in Township 38 South, Range 19 East.
5. A 60 foot right-of-way extended Easterly from Haul Road in Section 22-38-19, being the North 60 feet of the NW 1/4 of said Section 22.

6. A 60 foot right-of-way extended Easterly from the Haul Road in Section 22, Township 38 South, Range 19 East. Begin the South 60 feet of the N 1/2 of the SW 1/4 and also the South 60 feet of the NW 1/4 of SE 1/4 of said Section 22, known as Gene Green Road.

7. All easements described in Warranty Deed recorded in Official Records Book 770, Pages 797 through 802, and Grant of Easement recorded in Off Records Book 1206, Pages 502 and 503, all of the Public Records of Sarasota County, Florida.

Parcel 2:

All that part of the SE 1/4 of Section 20, Township 38 South, Range 19 East, lying East of the canal (Cow Pen Slough) and Easterly of Interstate 75. ALSO, a parcel of land lying the NE 1/4 of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows: Commence at the NE corner of said Section 29, for a Point of Beginning; thence along the East line of said Section 29, S 00°09'22" W, (on an assumed bearing) 598.21 feet to the intersection with the Northeasterly R/W line of Interstate 75; thence along the Northeasterly R/W line of Interstate 75, N 39°47'50" West, 794.55 feet to the intersection with the North line of said Section 29; thence along the North line of said Section 29, S 88°37'24" East, 510.35 feet to the Point of Beginning. TOGETHER WITH non-exclusive easements for access as recorded in Official Records Book 1317, Pages 931 and 932, of the Public Records of Sarasota County, Florida.

Parcel 3:

The Southerly 200 feet of the Westerly 100 feet of the North 1/2 of Section 20, Township 38 South, Range 19 East, Sarasota County, Florida, lying East of Cow Pen Slough.
Less that Parcel #112 as described in that certain Order of Taking recorded in Instrument #2010066284, of the Public Records of Sarasota County, Florida.

EXHIBIT "B"

Legal Description of the Generation Project Property

The SE ¼ of the SE ¼, LESS the North 334.5 feet thereof, and also LESS the East 40 feet thereof, lying and being in Section 21, Township 38 South, Range 19 East, Sarasota County, Florida.

Also described as follows:

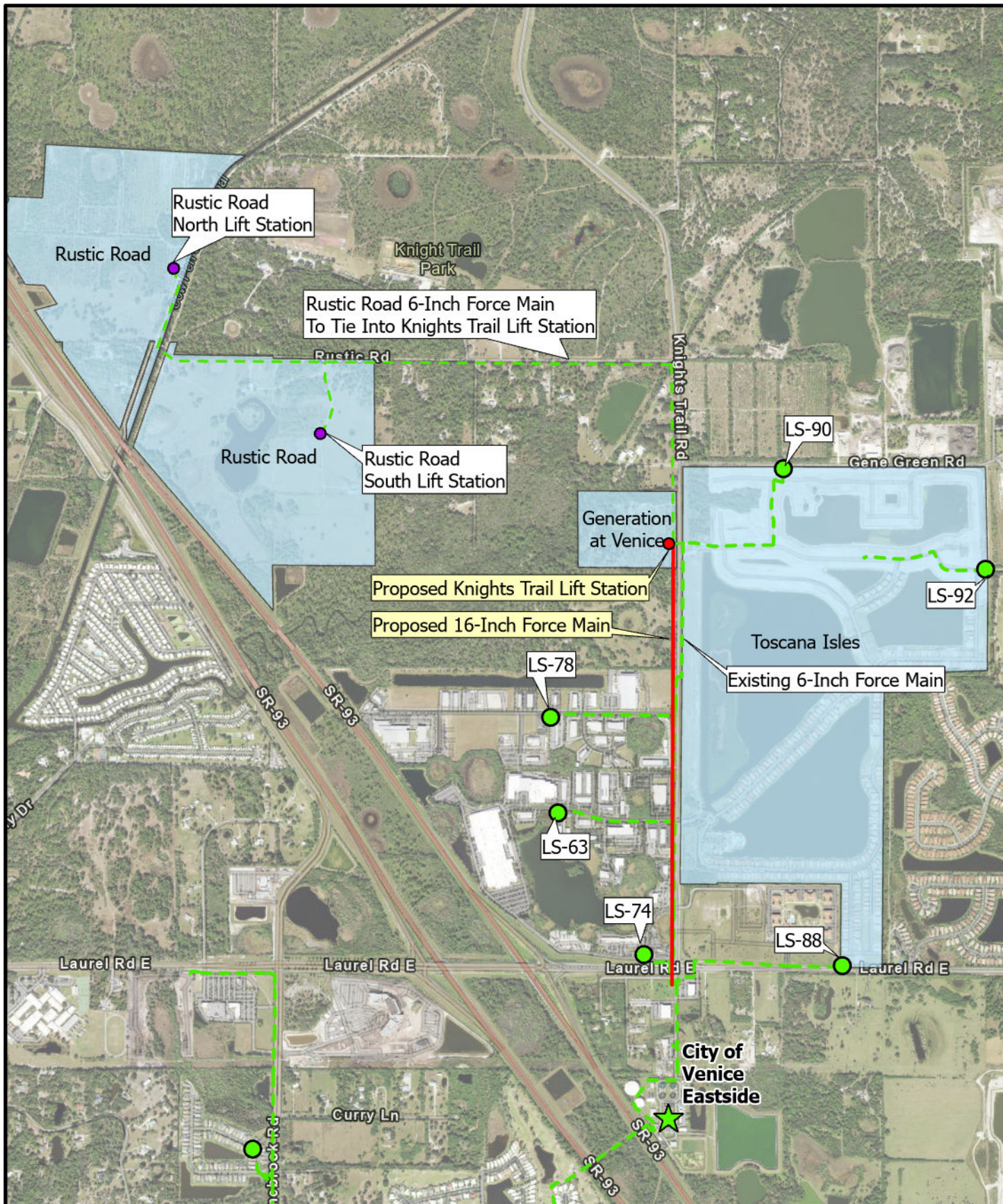
A parcel of land lying in Section 21, Township 38 South, Range 19 East, Sarasota County, Florida, described as the SE ¼ of the SE ¼, LESS the North 334.5 feet thereof, and also LESS the East 40 feet thereof, more particularly described as follows:

COMMENCE as a 4X6" Concrete Monument, FDEP CCR 086481 for the South ¼ Corner of Section 21, Township 38 South, Range 19 East, Sarasota County, Florida thence S.89°35'19"E., along the South line of said Section 21, a distance of 2672.33 feet to a 4" Concrete Monument, stamped PLS4661, at the SW Corner of the SE ¼ of the SE ¼ of said Section 21, for the POINT OF BEGINNING; thence continue S.89°35'19"E., along said South line a distance of 1296.16 feet to the intersection with the West Right-of-Way line of KNIGHTS TRAIL ROAD, being an 80 feet wide Public Right-of-Way, as per Road Plat Book 3, Page 52, Public Records of Sarasota County, Florida; thence N.00°29'24"W., along said West Right-of-Way line, a distance of 1004.56 feet; thence N.89°32'01"W., a distance of 1293.13 feet to the intersection with the West line of said SE ¼ of the SE ¼; thence S.00°18'58"E., along said West line, a distance of 1005.76 feet to the POINT OF BEGINNING.

Parcel contains 1,301,180 Square Feet, or 29.8710 Acres more or less.

Parcel Identification Number: 0364-09-0002

Exhibit "C"



Legend

- Proposed Lift Station
- Proposed Force Main
- Existing Lift Stations
- - - Existing Force Main
- Venice Developments
- Proposed Lift Station by Others

City of Venice 16-inch Knights Trail Force Main

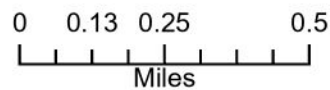


Exhibit "D"



Deme Construction, LLC

3301 Whitfield Ave, Ste C
Sarasota, FL 34243

(941) 755-5900
demesite.com

To:	Meritage Homes	Contact:	
Address:	10117 Princess Palm Ave. Ste 550 Tampa, FL 33610	Phone:	(813) 386-8762
Project Name:	Generation @ Venice	Bid Number:	B22-09
Project Location:		Bid Date:	2/18/2022

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Earthwork				
Mobilization	1.00	LS	\$15,040.00	\$15,040.00
Silt Fence	125.00	LF	\$1.85	\$231.25
Clearing	1.00	LS	\$6,300.00	\$6,300.00
Dewatering	1.00	LS	\$7,000.00	\$7,000.00
Locate Existing Utilities	1.00	LS	\$1,500.00	\$1,500.00
Maintenance of Traffic	1.00	LS	\$3,150.00	\$3,150.00
Total Price for above Earthwork Items:				\$33,221.25

Sanitary Sewer				
8" PVC SDR 14 (12'-14' Cut)	17.00	LF	\$88.75	\$1,508.75
8" PVC SDR 14 (14'-16' Cut)	26.00	LF	\$119.00	\$3,094.00
Manhole (12'-14' Cut)	1.00	EACH	\$22,460.00	\$22,460.00
Lift Station	1.00	EACH	\$566,055.00	\$566,055.00
Lift Station Driveway	366.00	SF	\$7.85	\$2,873.10
6" PVC SDR 18	60.00	LF	\$32.80	\$1,968.00
6" 22 1/2° MJ Bend	2.00	EACH	\$816.00	\$1,632.00
6" x 4" MJ Reducer	1.00	EACH	\$721.00	\$721.00
8" X 6" MJ Reducer	2.00	EACH	\$904.00	\$1,808.00
Air Release Valve	1.00	EACH	\$12,425.00	\$12,425.00
8" HDPE X MJ Adaptors	2.00	EACH	\$134.00	\$268.00
Directional Drill 8" HDPE	104.00	LF	\$169.00	\$17,576.00
6" X 6" Tapping Sleeve And Valve	1.00	EACH	\$5,415.00	\$5,415.00
Pressure Test Forcemain	1.00	LS	\$1,000.00	\$1,000.00
Sanitary Sewer System Testing	1.00	LS	\$1,500.00	\$1,500.00
Total Price for above Sanitary Sewer Items:				\$640,303.85

Total Bid Price: \$673,525.10

Notes:

- survey, stakeout, and as built by others

**GENERATION LIFT STATION BID
DEME CONSTRUCTION
4/25/2022**

<u>Wet well: installation/materials</u>	<u>Cost</u>
Stone	\$ 10,920
Ballast	\$ 13,680
Wet well	\$ 41,151
Dewatering	\$ 12,500
Installation	\$ 37,500
Valve vault	\$ 6,699
Piping	\$ 12,460
Weed cloth/shell	\$ 5,780
 <u>Pump package: installation/materials</u>	
Pumps	\$ 73,900
Piping	\$ 27,980
Panel	\$ 38,650
Generator	\$ 56,900
Transfer switch	\$ 17,500
Data flow	\$ 11,875
Installation/start up	\$ 167,557
Fence/ gate	\$ 8,950
Electrician	\$ 17,800
Pipe fusing	\$ 4,250
 TOTAL	 \$ 566,052

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Deme Construction

Authorized Signature: _____

Estimator: _____



Exhibit "E"

January 18, 2023

Garth Noble
Director of Land Development
Meritage Homes
10117 Princess Palm Ave Suite 550
Tampa, FL 33610

Mr. Noble,

We are pleased to provide you with a proposal to construct the Knights Trail Master Lift Station. Our proposal is based on plans and specifications provided by Kimley-Horn, dated October 2022.

Project Base Bid Total:	\$4,058,000.00
Owner's Allowance (10%):	\$405,800.00
Total Project Proposal:	\$4,463,800.00

Proposal Breakdown:

- General Conditions - \$767,342
- Site Work - \$233,787
- Yard Piping - \$520,030
- Wet Well/Manhole Construction - \$798,683
- Above Grade Mechanical/Pumps - \$586,955
- Building - \$140,570
- Electrical - \$909,891
- I&C - \$100,742

Our proposal assumes:

- We see the final completion of this project to be 420 days. However, due to current market conditions and equipment delivery constraints this may need to change once actual delivery schedules have been established.
- Clear and unobstructed access to the site as needed
- Dewatering discharge is within close distance to work areas
- Contract execution will be based on mutually agreeable terms
- Our proposal includes an HVAC allowance of \$2,750. Once a specification for this system is finalized, we can re-price this portion.
- Generator and building slabs shall be 12" thick with standard re-bar configuration

Please feel free to reach out to us if you have any questions. Thank you for the opportunity.

Russ DesErmia
Senior Estimator

Description	Cost
TLC Mobilization	\$ 268,255.00
TLC Demobilization	\$ 49,561.00
General Conditions/Daily Costs	\$ 74,988.00
Project Management	\$ 124,256.00
Supervision	\$ 174,555.00
Subcontractor Mobilizations	\$ 75,727.00
GENERAL CONDITIONS SUBTOTAL	\$ 767,342.00
Erosion Control	\$ 13,741.00
Clearing & Grubbing	\$ 31,233.00
Grading	\$ 76,859.00
Fencing	\$ 52,437.00
Restoration	\$ 26,412.00
Site Concrete	\$ 33,105.00
SITE WORK SUBTOTAL	\$ 233,787.00
Purchase Underground Pipe Package	\$ 85,220.00
Installation of Underground Piping & Accessories	\$ 356,160.00
Dewatering & Shoring	\$ 78,650.00
YARD PIPING SUBTOTAL	\$ 520,030.00
Purchase Polymer Precast WW & Manholes	\$ 378,565.00
Installation of WW & Manholes	\$ 253,743.00
WW & MH Dewatering & Shoring	\$ 155,875.00
Vacuum & Flow Testing	\$ 10,500.00
WET WELL/MANHOLE CONSTRUCTION SUBTOTAL	\$ 798,683.00
Purchase Mechanical Pipe Package	\$ 168,545.00
Purchase Pump Package	\$ 201,730.00
Installation of Mechanical Piping	\$ 160,052.00
Installation of Pumps & Accessories	\$ 40,100.00
Painting	\$ 16,528.00
ABOVE GRADE MECHANICAL/PUMPS SUBTOTAL	\$ 586,955.00
Purchase Electrical Building	\$ 78,144.00
Building Foundation	\$ 12,123.00
Install Electrical Building & Accessories	\$ 18,705.00
Painting	\$ 31,598.00
BUILDING SUBTOTAL	\$ 140,570.00
Electrical Subcontractor	\$ 731,432.00
Generator Foundation	\$ 13,335.00
Purchase Generator System	\$ 146,560.00
Install Generator & Fuel Supply	\$ 18,564.00
ELECTRICAL SUBTOTAL	\$ 909,891.00
Instrumentation & Controls	\$ 100,742.00
I&C SUBTOTAL	\$ 100,742.00

BASE BID TOTAL \$ 4,058,000.00
OWNER'S ALLOWANCE - 10% \$ 405,800.00

TOTAL PROPOSAL \$ 4,463,800.00

EXHIBIT “F”

Monitoring Guidelines

Recitals and Background

Pursuant to this Agreement, the Developer has agreed to construct the KTR Lift Station for the City for purposes of serving future development in the Knights Trail Road neighborhood. Upon its completion, the KTR Lift Station will serve the Developer’s Project. The Project will initially send wastewater flows through the existing 6-inch force main running along Knights Trail Road (the “6” Force Main”).

As stipulated in the City’s offsite utility construction plan modification approval letter for the Project dated [REDACTED], 2023, the City has agreed to approve the issuance of 503 Certificates of Occupancy for the Project prior to the KTR Lift Station’s completion and turnover to the City pursuant to an Interim Condition. The Interim Condition allows for this limited portion of the Project to connect to the existing wastewater infrastructure and receive sewer service, and the Interim Condition expires upon the KTR Lift Station’s completion and turnover to the City.

The City has analyzed the sewer infrastructure in the Knights Trail Road neighborhood from its current state through its state upon the expiration of the Interim Condition — when the KTR Lift Station is completed, connected and turned-over, and the 503 Certificates of Occupancy are issued and such respective users are receiving sewer service.

Through its analysis, the City has determined that the 6” Force Main should have adequate capacity to serve the Project in accordance with the Interim Condition terms; however, the City has concerns about the remaining capacity in the 6” Force Main after the expiration of the Interim Condition. The City’s analysis shows that the 6” Force Main is nearing maximum capacity, and therefore the 16” Force Main will ultimately need to replace the 6” Force Main in order to service additional users of the City’s sewer infrastructure.

Without the availability of real data collected from the City wastewater infrastructure servicing the Project as users connect, at present the City cannot be certain as to how much remaining capacity will exist in the 6” Force Main at the time the Interim Condition expires. Although the City does not desire or intend to further restrict the issuance of Certificates of Occupancy for the Project upon expiration of the Interim Condition, it will only approve the issuance of additional Certificates of Occupancy at that time if it can determine, as evidenced by real data collected from the wastewater system, that adequate capacity remains in the 6” Force Main for such Certificates of Occupancy.

Therefore, the City finds it necessary to monitor and evaluate the wastewater system serving the Project throughout the Interim Condition and until the 16” Force Main is in operation in accordance with the terms of this “Monitoring Guidelines” exhibit, as detailed herein. The City agrees to perform such monitoring and evaluation obligations and to approve the issuance of

additional Certificates of Occupancy following the Interim Condition's expiration as set forth below:

Monitoring Guidelines

These Monitoring Guidelines shall serve as a means for the City to monitor and evaluate the wastewater system serving the Project to determine whether additional residential units above the 503 units granted under the Interim Condition can be properly served by the system during the time period when the KTR Lift Station is complete and in operation but the 16" Force Main is yet to be completed and in operation.

Provided that the 16" Force Main is not yet in service, the City shall engage a qualified consulting engineer to conduct an analysis of the wastewater system's operational capacity, capabilities, and efficiencies upon each of the following milestones:

- 1) Upon the issuance of the 250th Certificate of Occupancy for the Project;
- 2) Upon the issuance of the 375th Certificate of Occupancy for the Project;
- 3) Upon the issuance of the 500th Certificate of Occupancy for the Project; and,
- 4) Upon each and every issuance of an additional 20 Certificates of Occupancy for the Project beyond the 503, up until the analysis determines that there is no remaining capacity in the 6" Force Main to serve further residential units of the Project.

For each of the above referenced milestones, the City shall prepare a report detailing the results of the system analysis and a determination as to the number of additional Certificates of Occupancy that may be serviced by the 6" Force Main (each a "Rustic Road WW Report"). It is anticipated that each Rustic Road WW Report will include, but not necessarily be limited to, an evaluation of current pump run times and flows from the Project, as well as pressure monitoring of the 6" Force Main. The City shall provide each Report to the Developer within 30 days of the respective milestone. Upon receiving the Rustic Road WW Report, the Developer shall have 30 days to evaluate and provide comments or objections related to the methodology, findings, or recommendations of the Rustic Road WW Report.

Notwithstanding the foregoing, the City and the Developer may mutually agree to waive any of the above Rustic Road WW Report requirements if, at the time of the applicable Project Certificate of Occupancy milestone, the parties both determine a Rustic Road WW Report would be unnecessary due to the status/progress of the completion of the 16" Force Main at that time. Such an agreement to forego any of the Reports must be in writing and signed by both parties.

**Hauling, Removal and Disposal of Raw Sewage from Utility
Facilities
SCOPE OF SERVICES**

0. OVERVIEW

Contractor shall furnish all labor, materials, supplies, equipment, licensing, transportation, and other components necessary to provide hauling, removal, and unloading of raw sewage services.

1. CATEGORY/EQUIPMENT REQUIREMENTS

Trucks utilized by the Contractor are required to have watertight bodies and be properly equipped and fitted with seals and covers to prevent spillage or drainage.

A. Category 2 - Vacuum (Vac) Truck

- i. Vacuum (Vac) trucks shall have a 3,000-gallon minimum capacity. These vehicles must be operated by individuals who are certified with an appropriate Commercial Drivers License (CDL).
- ii. Vac trucks must be equipped with an articulating and extendable boom, 8" vacuum pipe, 1500-gallon freshwater tank, and a one-inch diameter hose capable of providing 60 gallons per minute at 2,000 pounds per square inch.

B. Category 3 - Pumper Truck

- i. Pumper trucks shall have a 3,000-gallon minimum capacity. These vehicles must be operated by individuals who are certified with a CDL.
- ii. Pumper trucks must be equipped with a four-inch suction port and a six-inch discharge port, with appropriately sized hoses and fittings to match both the suction and discharge ports of equal sizing.

2. CONTRACTOR REQUIREMENTS

- A. Contractor shall provide emergency response for rain events, force/gravity main/vacuum breaks, gravity main stoppages, vacuum system malfunctions and lift station malfunctions.
- B. When the emergency response is at a lift station, the Contractor shall provide two (2) individuals per lift station site for safety, efficiency, and speed. The cost for the initial technician must be included in the line-item price for the associated vehicle cost. The hourly rate for the second individual shall be as listed on the respective technician line item.

**Hauling, Removal and Disposal of Raw Sewage from Utility
Facilities
SCOPE OF SERVICES**

- C. The Contractor shall dispose of the raw sewage at the water reclamation facilities located at:

3510 Laurel Rd E, North Venice, FL 34275

- D. Should a mechanical breakdown occur, the Contractor shall immediately dispatch a tow truck or a repair crew to the disabled vehicle. If the disabled vehicle cannot be repaired where it sits, it shall be towed to a disposal site. This shall be the sole responsibility of the Contractor and carried out at Contractor's expense.
- E. When a breakdown causes a vehicle to be removed from service, the Contractor shall supply a back-up unit. Contractor shall not charge the Client for the time during which the vehicle is inoperable.

3. CONTRACTOR RESPONSIBILITIES

- A. Every Contractor crew must have at least one employee on site that can effectively communicate in English with the Client's representative, City staff, and with the general public.
- B. Contractor will coordinate work so that there is minimal to no interruption to daily work at any location.
- C. Contractor is responsible for any damage to the Client's or any third-party's property caused by the Contractor or their employees. Restoration shall be made to the Client's satisfaction.
- D. Contractor shall comply with all applicable National Fire Protection Association (NFPA), Occupational Health and Safety Act (OSHA), Environmental Protection Agency (EPA), Florida Department Environmental Protection (FDEP), Florida Department of Transportation (FDOT), Temporary Traffic Control (TTC), Federal, State of Florida rules, regulations, or other requirements as each may apply including the City of Venice 2021 Spill Protocol. The City of Venice 2021 Spill Protocol will be provided to the Contractor upon contract execution and when revisions occur.
- E. Contractor shall ensure conditions on the work site reflect good housekeeping and safety practices at all times. The Contractor shall be responsible for all trash and debris disposal from the work site.

**Hauling, Removal and Disposal of Raw Sewage from Utility
Facilities
SCOPE OF SERVICES**

F. Contractor shall obtain all necessary State of Florida decals, permits, and vehicle inspections, and pay all costs in connection with these services if applicable prior to performing hauling services for the Client.

4. ASSIGNMENT OF WORK

Service requests will be dispatched by the Client or the City of Venice by means of a telephone call or email.

5. RESPONSE TIME

Emergency Services - Contractor shall verbally respond to each request for Emergency Service within thirty (30) minutes of initial notification and shall have a qualified person on site within sixty (60) minutes of the initial notification.

6. HOURS OF WORK

- A. Normal Business Hours are defined as Monday through Friday 7:00 a.m. - 3:00 p.m., except City-observed Holidays.
- B. After-Hours are defined as Monday through Friday 3:01 p.m. - 6:59 a.m., weekends and City observed Holidays.

7. INVOICING

- a. Emergency Services provided during Normal Business Hours shall be invoiced at the Standard Services rate provided on the Fee Schedule.
- b. Emergency Services provided after Normal Business Hours shall be paid at the After-Hours rate provided on the Fee Schedule.
- c. Contractor shall only invoice for time spent on the job at the rate listed on the Fee Schedule.

**Hauling, Removal and Disposal of Raw Sewage from Utility
Facilities
SCOPE OF SERVICES**

**EXHIBIT A
FEE SCHEDULE**

ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
CATEGORY 2 -VACUUM TRUCK			
1	Hauling Rate with Driver - Standard Service Hours	per hour	\$200.00
2	Hauling Rate with Driver - After-Hours	per hour	\$225.00
3	Technician - Standard Service Hours	per hour	\$60.00
4	Technician - After-Hours	per hour	\$60.00
CATEGORY 3 - PUMPER TRUCK			
1	Hauling Rate with Driver - Standard Service Hours	per hour	\$200.00
2	Hauling Rate with Driver - After-Hours	per hour	\$225.00
3	Technician - Standard Service Hours	per hour	\$60.00
4	Technician - After-Hours	per hour	\$60.00

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

This FIRST AMENDMENT TO UTILITY UPSIZING AND REIMBURSEMENT AGREEMENT (“First Amendment”) is made and entered into this 17th day of July, 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 (hereinafter, the “Agreement”), which provided for the Developer to construct and upsize the Knights Trail Road 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, Exhibit “E” to the Agreement is a bid, obtained by the Developer from a certain contractor, for the construction of the Knights Trail Road Lift Station per the KTR Lift Station Plans, as defined in the Agreement, which is defined in the Agreement as the “Developer’s Construction Bid;” and

WHEREAS, the KTR Lift Station Plans have been subsequently modified requiring a corresponding modification to the Developer’s Construction Bid; and

WHEREAS, the Developer and the City now wish to amend the Agreement to have the updated bid from the Developer’s contractor incorporated as the “Developer’s Construction Bid.”

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


1. Exhibit "E" to the Agreement shall be replaced in its entirety with the document labeled Exhibit "E" that is attached to this First Amendment and shall heretofore be referenced as the "Developer's Construction Bid."
2. The City has reviewed the Developer's Construction Bid for consistency with the current KTR Lift Station Plans and hereby provides its approval of same.
3. This Amendment shall be effective upon execution by both parties.
4. Section 21 of the Agreement shall be replaced in its entirety with the following:

"Within seven (7) days of the effective date of this First Amendment, the City shall provide the Developer with certified copies of both the executed Agreement and this executed First Amendment. Within seven (7) days of its receipt of same from the City, the Developer shall be responsible for having the certified copies recorded in the Public Records of Sarasota County, Florida."


5. All other terms and conditions of the Agreement unless specifically amended herein 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 (Jul 16, 2023 21:01 EDT)
Nick Pachota, Mayor

ATTEST:


Kelly Michaels, City Clerk

(SEAL)

Kelly M. Fernandez
Kelly M. Fernandez (Jul 13, 2023 09:29 EDT)
Kelly Fernandez, City Attorney

DEVELOPER

MERITAGE HOMES OF FLORIDA, INC.

WITNESSES:

Sign: Bradley Baldwin

Print: Bradley Baldwin

Sign: Colin Seal

Print: Colin Seal

By: [Signature]

Its: Vice President

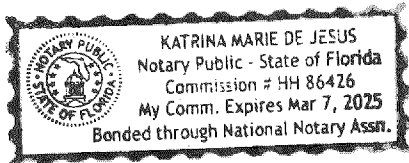
STATE OF FL
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 24th day of July, 2023, by R. Tyler Vansant, who is personally known to me or who has produced _____ (type of identification) as identification and who did take an oath.

My Commission Expires: March 7, 2025

Notary Public

Katrina De Jesus



Printed name of notary **Katrina De Jesus**

Commission Number: HH 86426

EXHIBIT "E"



Exhibit "E"

May 22, 2023

Garth Noble
Director of Land Development
Meritage Homes
10117 Princess Palm Ave Suite 550
Tampa, FL 33610

Mr. Noble,

We are pleased to provide you with a revised proposal to construct the Knights Trail Master Lift Station. Our proposal is based on plans and specifications dated October 2022 & revised provided by Kimley-Horn.

Total Base Bid Proposal:	\$4,613,100.00
Owner's Allowance	\$461,310.00
Total Proposal	\$5,074,410.00

Proposal Breakdown:

- General Conditions - \$767,342
- Site Work - \$412,444
- Yard Piping - \$653,920
- Wet Well/Manhole Construction - \$985,313
- Above Grade Mechanical/Pumps - \$601,040
- Building - \$140,570
- Electrical - \$909,891
- I&C - \$142,580

Our proposal assumes:

- We see the final completion of this project to be 420 days. However, due to current market conditions and equipment delivery constraints this may need to change once actual delivery schedules have been established.
- Proposal based on plan sheets provided by Kimley-Horn, dated October 2022: G-01, G-02, G-03, C-01, C-02, C-03, C-04, C-05, C-06, C-07, C-08, M-01, S-01, S-02, E-01, E-02, E-03, E-04, E-05, E-06, E-07, E-08, E-09, I-01, I-02, I-03, I-04, I-05, H-01, H-02, H-03
- Plan sheets revised 3/16/23: E-05, E-07, H-01, H-02, H-03
- Plan sheets revised 3/30/23: C-02, C-03, C-08, M-01
- Plan sheets revised 5/15/23: C-03, C-04
- Clear and unobstructed access to the site as needed
- Dewatering discharge is within close distance to work areas
- Contract execution will be based on mutually agreeable terms
- Generator and building slabs shall be 12" thick with standard re-bar configuration



Please feel free to reach out to us if you have any questions. Thank you for the opportunity.

Russ DesErmia
Senior Estimator/Project Manager

PALMETTO
Corporate Office
2719 17th St. East
Palmetto, FL 34221

WEST PALM BEACH
7233 Southern Blvd
Suite B-1
West Palm Beach, FL 33413

TAMPA
12814 Dupont Circle
Building B, Suite 4-A
Tampa, FL 33626

 941.722.0621
 941.722.1382
CG C041816 CU C053963

Work Type	Description	Cost
General Conditions	TLC Mobilization	\$ 303,000.00
General Conditions	TLC Demobilization	\$ 12,530.00
General Conditions	General Conditions	\$ 228,630.00
General Conditions	Supervision	\$ 121,450.00
General Conditions	Subcontractor Mobilizations	\$ 101,732.00
	SUBTOTAL	\$ 767,342.00
Sitework	Clearing & Grubbing	\$ 12,520.00
Sitework	Fence, Restoration & Sitework	\$ 352,062.00
Concrete	Site Concrete	\$ 47,862.00
	SUBTOTAL	\$ 412,444.00
Yard Piping	Purchase Underground Pipe Package	\$ 85,220.00
Yard Piping	Installation of Underground Piping & Accessories	\$ 490,050.00
Yard Piping	Dewatering & Shoring	\$ 78,650.00
	SUBTOTAL	\$ 653,920.00
WW/MH Construction	Purchase Polymer Precasy WW & Manholes	\$ 498,520.00
WW/MH Construction	Installation of WW & Manholes	\$ 320,418.00
WW/MH Construction	WW & MH Dewatering & Shoring	\$ 155,875.00
WW/MH Construction	Vacuum & Flow Testing	\$ 10,500.00
	SUBTOTAL	\$ 985,313.00
Mechanical & Pumps	Purchase Mechanical Pipe Package	\$ 82,630.00
Mechanical & Pumps	Purchase Pump Package	\$ 226,730.00
Mechanical & Pumps	Installation of Mechanical Piping	\$ 176,580.00
Mechanical & Pumps	Installation of Pumps & Accessories	\$ 115,100.00
	SUBTOTAL	\$ 601,040.00
Precast Building	Purchase Electrical Building	\$ 82,865.00
Precast Building	Install Electrical Building & Accessories	\$ 32,705.00
Precast Building	Painting	\$ 25,000.00
	SUBTOTAL	\$ 140,570.00
Electrical	Electrical Subcontractor	\$ 635,800.00
Electrical	Purchase Generator System	\$ 186,560.00
Electrical	Install Generator & Fuel Supply	\$ 87,531.00
	SUBTOTAL	\$ 909,891.00
I&C	Instrumentation & Controls	\$ 142,580.00
	SUBTOTAL	\$ 142,580.00

TOTAL BASE BID PROPOSAL \$ 4,613,100.00
OWNER'S ALLOWANCE \$ 461,310.00
TOTAL PROPOSAL \$ 5,074,410.00