

**FIRST AMENDMENT TO
MARION COUNTY WATER MAIN EXTENSION
CONNECTION AGREEMENT NO: WME-014-O**

This **FIRST AMENDMENT TO MARION COUNTY WATER MAIN EXTENSION CONNECTION AGREEMENT NO: WME-014-O** (hereafter "First Amendment") is made and entered into by and between **Holiday Builders, Inc.**, a Florida corporation, whose principal address is **2293 W Eau Gallie Blvd, Melbourne, FL 32935** (hereafter "Owner") and **MARION COUNTY**, a political subdivision of the State of Florida, whose principal address is 601 SE 25th Ave., Ocala, FL 34471 (hereafter "County") (individually "Party," "collectively "Parties").

WITNESSETH:

WHEREAS, Owner is the owner of real property located in Marion County, Florida and identified by the Marion County Property Appraiser as Parcel I.D. **8009-1237-26** (the "Property"); and

WHEREAS, the Agreement was entered upon Owner's request to extend a water main and connect the Property to County's utility system (the "System"); and

WHEREAS, for said purpose on or about **September 4, 2024**, the Parties entered into a certain Marion County Water Main Extension Connection Agreement NO: **WME-014-O**, and same was recorded on **September 6, 2024**, in Official Records Book **8416**, Page **1894-1896**, of the public records of Marion County, Florida; and

WHEREAS, pursuant to the Agreement, upon connection of the subject water main extension, Owner is eligible to receive from County a reimbursement of a certain pro rata share (the "Benefitting Parcel Share") on the occasion of a "Benefitting Parcel," as defined in the Agreement, connecting to the System within a time certain; and

WHEREAS, Exhibit 1 attached to the Agreement is a map depicting and identifying the Property as well as the Benefitting Parcels; and

WHEREAS, fundamental to the correct reimbursement eligibility of Benefitting Parcel Share to which Owner may be entitled, is the identification of all Benefitting Parcels; and

WHEREAS, it has come to the attention of the Parties that the identification of the Benefitting Parcels set forth in the Agreement is erroneous; and

WHEREAS, the Parties seek to enter this First Amendment solely to correct said error, to wit: identification of all Benefitting Parcels.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this First Amendment, the sufficiency of which is acknowledged, the Parties agree to amend the Agreement as follows:

1. **INCORPORATION OF RECITALS.**

The Parties confirm and agree that the above Recitals are true and correct, and incorporate their terms and provisions herein for all purposes.

2. **SECTION 2, BENEFITTING PARCEL LISTING.**


Section 2 of the Agreement identifies the Benefitting Parcels. That listing is deleted in its entirety and replaced with the following:

BENEFITTING PARCELS: 8009-1236-01, 8009-1236-02, 8009-1236-03, **8009-237-27**

3. **ALL REMAINING PROVISIONS REMAIN IN FULL FORCE.**

All other terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement.

IN WITNESS WHEREOF, the Parties have entered this First Amendment to Marion County Water Main Extension Connection Agreement No: WME-014-O on the date of the last signature below.

ACCEPTED AND AGREED TO BY OWNER:


Signed

OWNER: HOLIDAY BUILDERS, INC
Indira Sarju AVP 10/11/24

Printed, Title Date

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

WITNESS: Summer Pillingy
Summer Pillingy 10/11/24

Printed Date


WITNESS: Jeffrey Ford
Jeffrey Ford 10/11/24

Printed Date

STATE OF Florida, COUNTY OF Brevard

The foregoing First Amendment to Water Main Extension Connection Agreement WME-014-O was acknowledged before me by means of physical presence or online notarization this 11 day of October, 2024 by Indira Sarju as AVP for HOLIDAY BUILDERS, INC who is personally known to me or _____ produced identification (type/# _____).

NOTARY SEAL

Rebecca J. Bauer
Signature of Notary Public
 **REBECCA J. BAUER**
Commission # HH 358311
Expires May 3, 2027

IN WITNESS WHEREOF, the parties hereto agree to these terms as of the date approved by the County.

MARION COUNTY, FLORIDA,
a political subdivision of the State of Florida

Kathy Bryant, Chairman Date

ATTEST:

Gregory C Harrell
Gregory C Harrell, Clerk Date

FOR USE AND RELIANCE BY MARION COUNTY
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Matthew G. Minter
Matthew G. Minter, County Attorney