

**FIRST AMENDMENT TO
MARION COUNTY WATER MAIN EXTENSION
CONNECTION AGREEMENT NO: 21-SA-77-O**

This **FIRST AMENDMENT TO MARION COUNTY WATER MAIN EXTENSION CONNECTION AGREEMENT NO: 21-SA-77-O** (hereafter "First Amendment") is made and entered into by and between **Socorro Partners, LLC.**, an Oregon corporation, whose principal address is **16869 SW 65th Ave #317, Lake Oswego, OR 97035** (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. **8010-0884-02** (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 **December 21, 2021**, the Parties entered into a certain Marion County Water Main Extension Connection Agreement NO: **21-SA-77-O**, and same was recorded on **December 23, 2021**, in Official Records Book **7656**, Page **775-777**, 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, The Agreement and its Exhibit 1 depict and identify the Property as well as the Benefitting Parcels; and

WHEREAS, fundamental to the calculation of the dollar amount of the Benefitting Parcel Share to which Owner may be entitled, is the location and identification of the Benefitting Parcels; and

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

WHEREAS, as a result of said error in the location and identification of the Benefitting Parcels, the calculation of the dollar amount of the Benefitting Parcel Share to which Owner may be entitled is also erroneous; and

WHEREAS, the Parties seek to enter this First Amendment solely to correct said errors, to wit: the location and identification of the Benefitting Parcels, and the dollar amount of the Benefitting Parcel Share to which Owner may be entitled.

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 1, EXHIBIT 1.**

Section 1 of the Agreement makes reference to a map attached as Exhibit 1 which erroneously depicts the Property and the Benefitting Parcels. Exhibit 1 of the Agreement is stricken in its entirety and replaced with Exhibit A attached hereto.

3. **SECTION 2, TABLE.**

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

Benefitting Parcels	
8010-0887-15	8010-0884-01

4. **SECTION 2, BENEFITTING PARCEL SHARE.**

The dollar amount referenced in Section 2 that identifies the amount of the Benefitting Parcel Share to which Owner may be entitled in the amount of \$5,477.38, is hereby deleted and replaced with the following dollar amount:

Seven Thousand, Three Hundred Three dollars and Seventeen cents (\$7,303.17).

5. **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.

[This portion of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have entered this First Amendment to Marion County Water Main Extension Connection Agreement No: 20-SA-41-O on the date of the last signature below.

WITNESSES:

OWNER: Socorro Partners, LLC

Alicia Boldt
SIGNATURE

Alicia Boldt
PRINT NAME

Guenole Benjamin
SIGNATURE

Guenole Benjamin
PRINT NAME

STATE OF Oregon
COUNTY OF Cleburne

By: Jay Hinrichs

Printed Name: Jay Hinrichs

Its: Manager

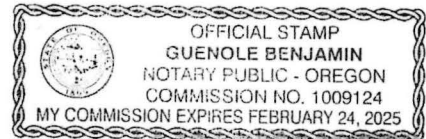
Date: April 11th, 2022

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11 day of April, 2022, by Jay Hinrichs as Manager for Socorro Partners, LLC, the Party on behalf of whom this instrument was executed).

(SEAL)

Guenole Benjamin
Notary Public

____ Personally Known
OR
 Produced Identification
Type of Identification Produced: D2



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

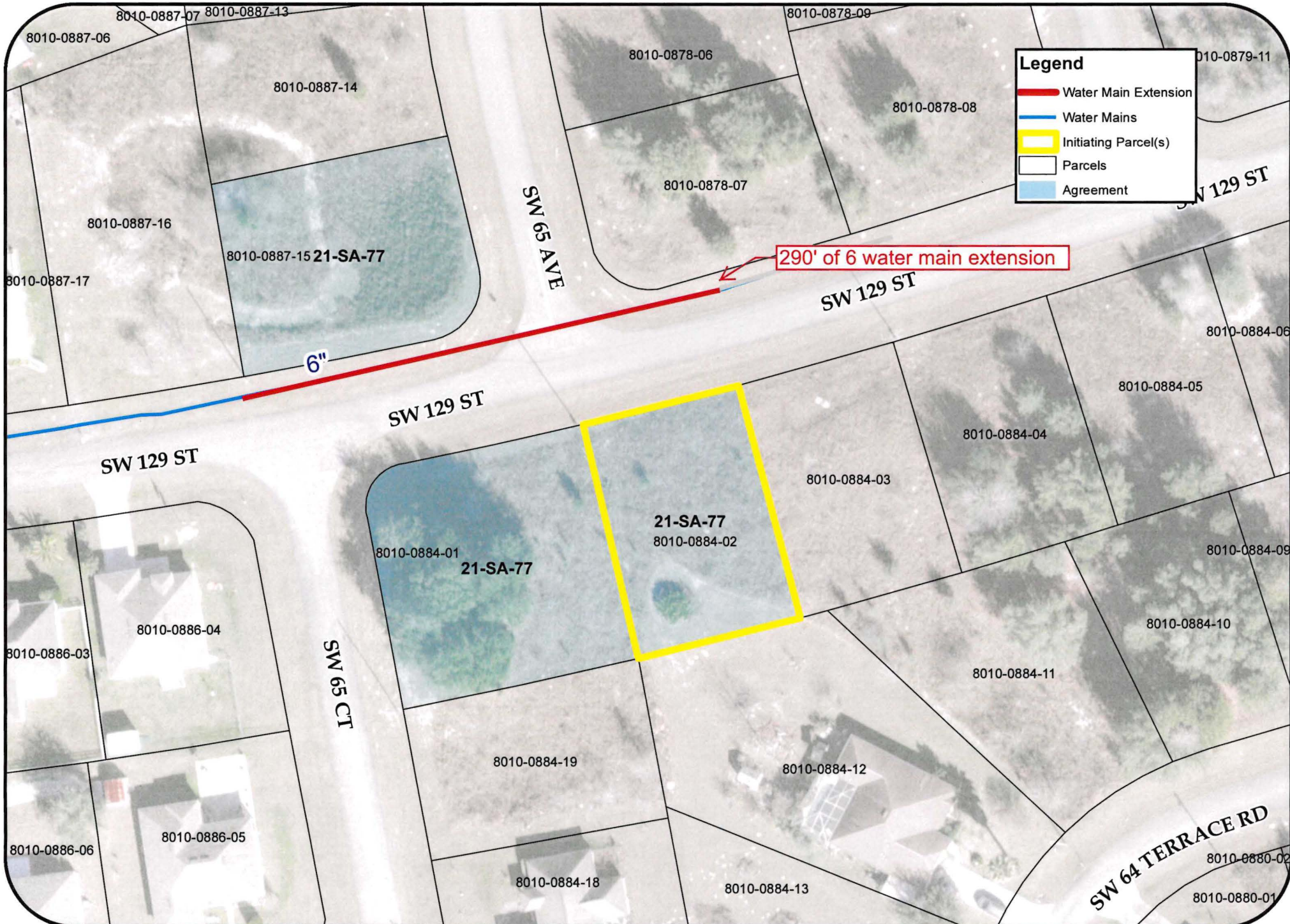
Carl Zalak, III, Chairman Date

ATTEST:

Gregory C Harrell, Clerk Date

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

Matthew G. Minter
Matthew G. Minter, County Attorney



Legend

- Water Main Extension
- Water Mains
- Initiating Parcel(s)
- Parcels
- Agreement

290' of 6 water main extension

6"