

**SOUTHERN HILLS
PLANTATION I, SOUTHERN
HILLS PLANTATION II
&
SOUTHERN HILLS
PLANTATION III
COMMUNITY DEVELOPMENT
DISTRICTS**

**November 29, 2022
BOARD OF SUPERVISORS
JOINT PUBLIC MEETING
AGENDA**

**SOUTHERN HILLS PLANTATION I, II & III
COMMUNITY DEVELOPMENT DISTRICTS**

**AGENDA
LETTER**

**Southern Hills Plantation I Community Development District
& Southern Hills Plantation III Community Development District
OFFICE OF THE DISTRICT MANAGER**

**2300 Glades Road, Suite 410W • Boca Raton, Florida 33431
Phone: (561) 571-0010 • Fax: (561) 571-0013 • Toll-free: (877) 276-0889**

November 22, 2022

ATTENDEES:
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Boards of Supervisors

Southern Hills Plantation I Community Development District, Southern Hills Plantation II Community Development District and Southern Hills Plantation III Community Development District

Dear Board Members:

The Boards of Supervisors of the Southern Hills Plantation I Community Development District, Southern Hills Plantation II Community Development District and Southern Hills Plantation III Community Development District will hold a Joint Public Meeting on November 29, 2022, at 10:00 a.m., at the Southern Hills Plantation Clubhouse, located at 4200 Summit View Drive, Brooksville, Florida 34601. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments (*Agenda Items*)
3. Discussion: Cost-share Interlocal Agreement Pertaining to the Operation and Maintenance of Southern Hills Boulevard
 - A. Proposed Agreement: SHPI & SHPIII
 - B. Proposed Agreement: SHPII
4. Supervisors' Requests
5. Adjournment

If you have any questions or comments, please contact Chuck Adams directly at (239) 464-7114.

Sincerely,

District Managers

Chuck Adams (CDDs I and III) and Brian Lamb (CDD II)

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

**CALL IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 229 774 8903**

**SOUTHERN HILLS PLANTATION I, II & III
COMMUNITY DEVELOPMENT DISTRICTS**

3A

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

Jennifer L. Kilinski, Esq.
KE LAW GROUP, PLLC
2016 Delta Blvd, Suite 101
Tallahassee, Florida 32303

**INTERLOCAL AGREEMENT BETWEEN
SOUTHERN HILLS PLANTATION I COMMUNITY DEVELOPMENT DISTRICT,
SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT AND
SOUTHERN HILLS PLANTATION III COMMUNITY DEVELOPMENT DISTRICT**

This Agreement (“Agreement”) is made and entered into this ____ day of November 2022 by and between:

Southern Hills Plantation I Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Brooksville, Florida, and whose mailing address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (“**District I**”);

Southern Hills Plantation II Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Brooksville, Florida, and whose mailing address is c/o Meritus Corp, 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 (“**District II**”); and

Southern Hills Plantation III Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Brooksville, Florida, and whose mailing address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (“**District III**” and together with District I and District II, the “**Districts**”).

RECITALS

WHEREAS, the Districts are each local units of special-purpose government, each established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the “**Act**”), by separate ordinances, each adopted by the City of Brooksville, Florida; and

WHEREAS, the Districts were established for the purpose of planning, financing, constructing, operating and/or maintaining various public infrastructure improvements; and

WHEREAS, the Districts entered into that certain *Inter-Local Agreement*, dated December 28, 2004 (the “**Prior Interlocal Agreement**”) for the predominant purpose of allocating the shared costs of construction, operation and maintenance of certain community public improvements as

identified in the Prior Interlocal Agreement (the “**Improvements**”), within the boundaries of the Districts; and

WHEREAS, the Districts represent and agree that after execution of this Agreement by the Districts and recording of the same, the Prior Interlocal Agreement shall hereafter be replaced in its entirety by this Agreement; and

WHEREAS, the Districts desire to share the cost of the Improvements in accordance with the terms and conditions of this Agreement and to provide for the terms of payment of such shared costs for each fiscal year, each of which shall begin October 1 and end September 30 (each, a “Fiscal Year”); and

WHEREAS, the Districts warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Districts, the Districts agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

SECTION 2. PAYMENT THROUGH FISCAL YEAR 2024-2025 AND SETTLEMENT OF ARREARS DUE FROM DISTRICT II TO DISTRICT I. The Parties acknowledge and agree that District II shall pay and District I shall accept the following payments in full and final settlement of any amounts due or allegedly due or owed by District II to District I related to the Improvements and maintenance thereof through the date of this Agreement:

- A. District II shall pay District I Forty Thousand Dollars (\$40,000) within twenty (20) days of the date this Agreement is executed by the Districts as settlement of amounts due and owing from fiscal years prior to Fiscal Year 2022-2023 under the Prior Interlocal Agreement.
- B. District II shall pay District I Twenty Thousand Dollars (\$20,000) per year for Fiscal Years 2022-2023, 2023-2024, and 2024-2025. District II shall transmit payment in the full amount of Twenty Thousand Dollars (\$20,000) for each of the foregoing fiscal years on or before April 1 of the following year (i.e. such that Fiscal Year 2022-2023 payment is due on or before April 1, 2023 and so on).

Upon receipt of the amount set forth in Section 2.A., District I shall file a Notice of Voluntary Dismissal without Prejudice of the lawsuit styled *Southern Hills Plantation I Community Development District v. Southern Hills Plantation II Community Development District*, Case No. 2022 CA 00748, filed in the Fifth Judicial Circuit in and for Hernando County, Florida; provided, however, that if District II fails to comply with the provisions of this Agreement, District I reserves the right to file a new complaint and seek any available legal remedies.

SECTION 3. FUTURE PAYMENTS – DISTRICT II. Commencing in Fiscal Year 2025-2026, District II shall pay District I twenty-five percent (25%) (“**District II Share**”) of the annual cost of maintenance of the Improvements (“**District II Annual Cost**”). Such payments shall be made on

October 1, January 1, April 1 and July 1 of each year unless otherwise agreed to between District I and District II in writing. The District II Share may be increased or decreased as set forth in section 5 below.

SECTION 4. FUTURE PAYMENTS – DISTRICT III. Commencing in Fiscal Year 2022-2023, District III shall pay to District I 23.8% (“**District III Share**”) of the annual cost of maintenance of the Improvements (“**District III Annual Cost**” and combined with the District II Annual Cost, the “**Annual Cost**”). Such payments shall be made on October 1, January 1, April 1 and July 1 of each year unless otherwise agreed to between District I and District III in writing. District III shall also pay to District I 23.8%, up to a maximum of Thirty Thousand Dollars (\$30,000), of the legal fees and costs incurred by District I related to the dispute between the Districts arising from the Prior Interlocal Agreement. Such payment shall be transmitted to District I within thirty (30) days after receipt of the invoice regarding such legal fees and costs.

SECTION 5. ANNUAL COST.

- A. The Annual Cost shall be based on all costs associated with the maintenance for Southern Hills Boulevard from U.S. 41 to the entrance to District I, including the following expenses:
1. The annual cost of maintenance of landscaping, including but not limited to all landscape lighting repair and replacement costs, plant replacement costs, and all irrigation repairs;
 2. The annual cost of maintenance, repair, and replacement of existing land improvements and hardscape, including but not limited to pergola, entrance features, signage, and walls;
 3. The annual cost of maintenance, repair, and replacement of the street lighting; and
 4. The annual cost of maintenance, repair, and replacement of the stormwater facilities and related drainage structures identified on the map attached hereto as part of **Composite Exhibit A**.
- B. The Districts agree to a substantially similar scope as is currently set forth in the agreements attached hereto as **Composite Exhibit A** and incorporated by reference with a maintenance level similar to that as of the execution of this Agreement and of similar quality communities. Failure by any one District to approve the Annual Cost due to objection to scope consistent with this provision shall be considered a material breach by such District.
- C. The Annual Cost shall be determined by the Districts. The Districts shall form a committee of representatives from District I, District II, and District III (“**Committee**”). Each District shall have one representative from its respective Board of Supervisors on the Committee and each representative shall be entitled to cast one vote on any matters that come before the Committee for review and consideration. All representatives must be present in person or by phone or video conference to constitute a quorum of the Committee. The Committee shall review and vote on all contracts and invoices for the expenses described in Section 5.A. above and shall make recommendations to their

respective Boards. The items which receive a majority vote from the Committee shall subsequently be presented to each member's respective Board of Supervisors for final approval. The Committee shall have no decision-making authority for the Districts but shall have authority to make recommendations. The Committee shall act pursuant to Florida law.

- D. District I shall provide the Committee with invoices, contracts, receipts, and documents to support the Annual Cost commencing with Fiscal Year 2025-2026. District I shall submit such information for the preceding Fiscal Year and the current Fiscal Year through April 1 to the Committee by April 15 of each Fiscal Year. The Committee shall review and use such information to recommend the Annual Cost for the upcoming Fiscal Year. Each District's share of the Annual Cost shall be determined per the percentages set forth in sections 3 and 4 herein. The Committee shall recommend the Annual Cost and notify each District of their recommended share prior to the date for approval of each District's annual budget for the upcoming Fiscal Year. The Districts shall review such recommendation individually and shall not unreasonably withhold their approval of the same, which shall be based on the information set forth herein.

SECTION 6. NOTICE AND CURE. If District II or District III are in default in performing any obligation under this Agreement or is in breach of any provision under this Agreement, District I may advise either district thereof in writing and District II or District III, as applicable, may be allowed a period of thirty (30) days after receipt of such notice within which to cure such alleged breach or default. Failure to cure within the 30-day cure period will result in a default by the applicable district. Failure by District I to transmit an invoice to either district shall not constitute a breach or default by District I and District II and District III hereby recognize the payment schedule requirements set forth in this Agreement without a requirement for District I to separately bill such districts.

SECTION 7. MUTUAL RELEASE. Upon execution and recording of this Agreement and satisfaction of the provisions set forth herein, the Districts, on behalf of themselves and their respective current and former supervisors, residents, employees, representatives, agents, District Managers, District Counsel, successors and assigns, hereby release, remise and forever discharge each other from any and all claims, causes of action, liabilities, damages, payments, and suits, known and unknown, of every kind and nature, arising from or related to the Prior Interlocal Agreement or other matters set forth herein through the date of this Agreement. Further, District I shall dismiss without prejudice the lawsuit filed in the Circuit Court of the Fifth Judicial Circuit for Hernando County Florida styled *Southern Hills Plantation I Community Development District, a local unit of special government vs. Southern Hills Plantation II Community Development District, a local unit of special purpose government*, Case No. 22-CA-000748.

SECTION 8. DEFAULT. A default by any of the Districts under this Agreement shall entitle the others to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance.

SECTION 9. DISPUTE RESOLUTION. In the event of a dispute between the Districts, the Districts shall attempt to resolve the dispute without litigation in accordance with the Intergovernmental Dispute Resolution process pursuant to Chapter 164, *Florida Statutes*.

SECTION 10. ENFORCEMENT OF AGREEMENT. In the event that any of the Districts is

required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 11. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by the mutual consent of the Districts in an instrument in writing which is executed by all parties hereto.

SECTION 12. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Districts, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 13. NOTICES. All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. If to District No. I:** Southern Hills Plantation CDD I
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: Chuck Adams
- With a copy to:** KE Law Group, PLLC
2016 Delta Blvd, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel
- B. If to District No. II:** Southern Hills Plantation CDD II
Meritus Corp, 2005 Pan Am Circle, Suite 300
Tampa, Florida 33607
Attn: District Manager
- With a copy to:** Appleton Reiss, PLLC
215 N. Howard Ave, Suite 200
Tampa, Florida 33606
Attn: District Counsel
- C. If to District No. III:** Southern Hills Plantation CDD III
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: Chuck Adams
- With a copy to:** KE Law Group, PLLC
2016 Delta Blvd, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery)

or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

SECTION 14. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties to this Agreement and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 15. ASSIGNMENT. No party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other Parties.

SECTION 16. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Hernando County, Florida.

SECTION 17. EFFECTIVE DATE. The Agreement shall be effective after execution by all parties hereto and its recording, and shall remain in effect for twenty (20) years. This Agreement shall automatically renew for five (5) additional twenty (20)-year periods unless terminated or altered in writing by all the Districts.

SECTION 18. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Districts relating to the subject matter of this Agreement.

SECTION 19. PUBLIC RECORDS. The Districts understand and agree that all documents of any kind provided to the other District in connection with this Agreement may be public records, and, accordingly, the Districts agree to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. District II acknowledges that the designated public records custodian for District I and District III is **Chuck Adams** (“**Districts I and III Public Records Custodian**”). District I and District III acknowledge that the designated public records custodian for District II is **Brian Lamb** (“**District II Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Districts shall 1) keep and maintain public records required by the Districts to perform the services herein; 2) upon request by a Public Records Custodian, provide the requesting District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if either District does not transfer the records to the other District's Public

Records Custodian; and 4) upon completion of the contract, transfer to the other District, at no cost, all public records of the other District in a District's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THERE ARE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR DISTRICTS I AND III AT (239) 464-7114, CHUCK ADAMS, ADAMSC@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431 OR CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR DISTRICT II AT (813) 873-7300, BRIAN LAMB, BRIAN.LAMB@INFRAMARK.COM OR 2005 PAN AM CIRCLE, SUITE 300 TAMPA, FLORIDA 33607.

SECTION 20. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 21. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Districts as an arm's length transaction. The Districts participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Districts are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 22. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the day and year first written above.

Attest:

**SOUTHERN HILLS PLANTATION
COMMUNITY DEVELOPMENT DISTRICT I**

Secretary

Chairperson, Board of Supervisors

**SOUTHERN HILLS PLANTATION
COMMUNITY DEVELOPMENT DISTRICT II**

Secretary

Chairperson, Board of Supervisors

**SOUTHERN HILLS PLANTATION
COMMUNITY DEVELOPMENT DISTRICT III**

Secretary

Chairperson, Board of Supervisors

Composite Exhibit A: Maintenance Agreements

**SOUTHERN HILLS PLANTATION I, II & III
COMMUNITY DEVELOPMENT DISTRICTS**

3B

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

Jennifer L. Kilinski, Esq.
KE LAW GROUP, PLLC
2016 Delta Blvd, Suite 101
Tallahassee, Florida 32303

**INTERLOCAL AGREEMENT BETWEEN
SOUTHERN HILLS PLANTATION I COMMUNITY DEVELOPMENT DISTRICT,
SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT AND
SOUTHERN HILLS PLANTATION III COMMUNITY DEVELOPMENT DISTRICT**

This Agreement (“Agreement”) is made and entered into this ____ day of November, 2022 by and between:

Southern Hills Plantation I Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Brooksville, Florida, and whose mailing address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (“**District I**”);

Southern Hills Plantation II Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Brooksville, Florida, and whose mailing address is c/o Meritus Corp, 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 (“**District II**”); and

Southern Hills Plantation III Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Brooksville, Florida, and whose mailing address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (“**District III**” and together with District I and District II, the “**Districts**”).

RECITALS

WHEREAS, the Districts are each local units of special-purpose government, each established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the “**Act**”), by separate ordinances, each adopted by the City of Brooksville, Florida; and

WHEREAS, the Districts were established for the purpose of planning, financing, constructing, operating and/or maintaining various public infrastructure improvements; and

WHEREAS, the Districts entered into that certain *Inter-Local Agreement*, dated December 28, 2004 (the “**Prior Interlocal Agreement**”) for the predominant purpose of allocating the shared costs of construction, operation and maintenance of certain community public improvements as

identified in the Prior Interlocal Agreement (the “**Improvements**”), within the boundaries of the Districts; and

WHEREAS, the Districts disagree as to the present enforceability of the Prior Interlocal Agreement but represent and agree that upon execution of this Agreement by the Districts and recording of this Agreement, the Prior Interlocal Agreement shall be null and void and replaced in its entirety by this Agreement; and

WHEREAS, the Districts desire to share the cost of the Improvements in accordance with the terms and conditions of this Agreement and to provide for the terms of payment of such shared costs for each fiscal year, each of which shall begin October 1 and end September 30 (each, a “**Fiscal Year**”); and

WHEREAS, the Districts warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Districts, the Districts agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

SECTION 2. PAYMENT TERMS THROUGH FISCAL YEAR 2024-2025 AND DISMISSAL. The Parties acknowledge and agree that District II shall pay and District I shall accept the following payments in full and final settlement of any amounts due or allegedly due or owed by District II to District I related to the Improvements and maintenance thereof through the date of this Agreement:

- A. District II shall pay District I Forty Thousand Dollars (\$40,000) within _____ days of the date this Agreement is executed by the Districts as settlement of any amounts allegedly due and owing from fiscal years prior to Fiscal Year 2022-2023 under the Prior Interlocal Agreement.
- B. District II shall pay District I Twenty Thousand Dollars (\$20,000) per year for Fiscal Years 2022-2023, 2023-2024, and 2024-2025. District II shall transmit payment in the full amount of Twenty Thousand Dollars (\$20,000) for each of the foregoing fiscal years on or before April 1 of the following year (i.e. such that Fiscal Year 2022-2023 payment is due on or before April 1, 2023 and so on).

Upon receipt of the amount set forth in Section 2.A., District I shall file a Notice of Voluntary Dismissal with Prejudice of the lawsuit styled *Southern Hills Plantation I Community Development District v. Southern Hills Plantation II Community Development District*, Case No. 2022 CA 00748, filed in the Fifth Judicial Circuit in and for Hernando County, Florida.

- A. **SECTION 3. FUTURE PAYMENTS – DISTRICT II.** Commencing in Fiscal Year 2025-2026, District II shall pay District I twenty-five percent (25%) (“**District II Share**”) of the annual cost of maintenance of the Improvements as defined in Section 5 of this Agreement (“**Annual Cost**”). The District II Share of the Annual Cost shall be paid in four equal installments on October 1, January 1, April 1 and July 1 of each year unless

otherwise agreed to between District I and District III in writing. The District II Share may be increased or decreased as set forth in section 5 below. In the event of a material change in the boundaries, size, or development plan of District II, the District II Share shall be changed in proportion to such change.

SECTION 4. FUTURE PAYMENTS – DISTRICT III. Commencing in Fiscal Year 2022-2023, District III shall pay to District I 23.8% (“**District III Share**”) of the Annual Cost in accordance with the Interlocal Agreement between District I and District III which is recorded at Official Records Book 4013, Page 964 of the Public Records of Hernando County, Florida. Such payments shall be made on October 1, January 1, April 1 and July 1 of each year unless otherwise agreed to between District I and District II in writing. District III shall also pay to District I 23.8%, up to a maximum of Thirty Thousand Dollars (\$30,000), of the legal fees and costs incurred by District I related to the dispute between the Districts arising from the Prior Interlocal Agreement. Such payment shall be transmitted to District I within thirty (30) days after receipt of the invoice regarding such legal fees and costs.

SECTION 5. ANNUAL COST.

- B. The Annual Cost shall be based on all costs associated with the maintenance for Southern Hills Boulevard from U.S. 41 to the entrance to District I, including the following expenses:
1. The annual cost of maintenance of landscaping, including but not limited to all plant replacement costs, and all irrigation repairs;
 2. The annual cost of maintenance, repair, and replacement of existing land improvements and hardscape, including but not limited to pergola, entrance features, signage, and walls;
 3. The annual cost of maintenance, repair, and replacement of the street lighting; and
 4. The annual cost of maintenance, repair, and replacement of the stormwater facilities and related drainage structures identified on the map attached hereto as part of **Composite Exhibit A**.
- C. The Districts agree to a substantially similar scope as is currently set forth in the agreements attached hereto as **Composite Exhibit A** and incorporated by reference. Failure by any one District to approve the Annual Cost due to objection to scope consistent with this provision shall be considered a material breach by such District.
- D. The Annual Cost shall be determined by the Districts. The Districts shall form a committee of representatives from District I, District II, and District III (“**Committee**”). Each District shall have one representative from its respective Board of Supervisors on the Committee and each representative shall be entitled to cast one vote on any matters that come before the Committee for review and consideration. All representatives must be present in person or by phone or video conference to constitute a quorum of the Committee. The Committee shall review and vote on all contracts and invoices for the expenses described in Section 5.A. above and shall make recommendations to their respective Boards. The items which receive a majority vote from the Committee shall subsequently be presented to each member’s respective Board of Supervisors for final

approval. The Committee shall have no decision-making authority for the Districts but shall have authority to make recommendations. The Committee shall act pursuant to Florida law.

- E. District I shall provide the Committee with invoices, contracts, receipts, and documents to support the Annual Cost commencing with Fiscal Year 2025-2026. District I shall also provide the Committee with documentation and an accounting of all amounts received from the Southern Hills Plantation Club (“**Golf Club**”) related to the maintenance of Southern Hills Boulevard and/or the Annual Cost, which amounts shall be deducted from the Annual Cost. District I shall submit such information for the preceding Fiscal Year and the current Fiscal Year through April 1 to the Committee by April 15 of each Fiscal Year. The Committee shall review and use such information to recommend the Annual Cost for the upcoming Fiscal Year. Each District’s share of the Annual Cost shall be determined per the percentages set forth in sections 3 and 4 herein. The Committee shall recommend the Annual Cost and notify each District of their recommended share prior to the date for approval of each District’s annual budget for the upcoming Fiscal Year. The Districts shall review such recommendation individually and shall not unreasonably withhold their approval of the same, which shall be based on the information set forth herein. In the event of a disagreement among the Districts as to the Annual Cost for any fiscal year, the Annual Cost for the prior year will carry over.

SECTION 6. NOTICE AND CURE. If any of the Districts are in default in performing any of their respective obligations under this Agreement or in breach of any provision under this Agreement, any non-defaulting District may provide notice to the defaulting District in writing and providing a period of thirty (30) days after receipt of such notice within which to cure such alleged breach or default. Failure to cure within the 30-day cure period will result in a default by the applicable district.

SECTION 7. MUTUAL RELEASE. The Districts, on behalf of themselves and their respective current and former supervisors, residents, employees, representatives, agents, District Managers, District Counsel, successors and assigns, hereby release, remise and forever discharge each other from any and all claims, causes of action, liabilities, damages, payments, and suits, known and unknown, of every kind and nature, arising from or related to the Prior Interlocal Agreement, the maintenance of Southern Hills Boulevard, or other matters set forth herein through the date of this Agreement. Further, District I shall dismiss with prejudice the lawsuit filed in the Circuit Court of the Fifth Judicial Circuit for Hernando County Florida styled *Southern Hills Plantation I Community Development District, a local unit of special government vs. Southern Hills Plantation II Community Development District, a local unit of special purpose government*, Case No. 22-CA-000748.

SECTION 8. DEFAULT. A default by any of the Districts under this Agreement shall entitle the others to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance.

SECTION 9. DISPUTE RESOLUTION. In the event of a dispute between the Districts, the Districts shall attempt to resolve the dispute without litigation in accordance with the Intergovernmental Dispute Resolution process pursuant to Chapter 164, *Florida Statutes*.

SECTION 10. ENFORCEMENT OF AGREEMENT. In the event that any of the Districts is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall

be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 11. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by the mutual consent of the Districts in an instrument in writing which is executed by all parties hereto. This Agreement may be terminated by a majority vote of the Districts. In addition, this Agreement may be terminated as to any District by a vote of at least seventy-five percent of the qualified voters of the District. Upon recording the results of such vote in the public records of Hernando County, the District shall have no further rights, responsibilities, or obligations under this Agreement.

SECTION 12. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Districts, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 13. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. If to District No. I:** Southern Hills Plantation CDD I
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: Chuck Adams
- With a copy to:** KE Law Group, PLLC
2016 Delta Blvd, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel
- B. If to District No. II:** Southern Hills Plantation CDD II
Meritus Corp, 2005 Pan Am Circle, Suite 300
Tampa, Florida 33607
Attn: District Manager
- With a copy to:** Appleton Reiss, PLLC
215 N. Howard Ave, Suite 200
Tampa, Florida 33606
Attn: District Counsel
- C. If to District No. III:** Southern Hills Plantation CDD III
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: Chuck Adams
- With a copy to:** KE Law Group, PLLC
2016 Delta Blvd, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

SECTION 14. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties to this Agreement and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 15. ASSIGNMENT. No party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other Parties.

SECTION 16. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Hernando County, Florida.

SECTION 17. EFFECTIVE DATE. The Agreement shall be effective after execution by all parties hereto and its recording, and shall remain in effect for twenty (20) years. This Agreement shall automatically renew for up to five (5) additional twenty (20)-year periods ("Renewal Term") upon written agreement of all of the Districts for each Renewal Term.

SECTION 18. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Districts relating to the subject matter of this Agreement.

SECTION 19. PUBLIC RECORDS. The Districts understand and agree that all documents of any kind provided to the other District in connection with this Agreement may be public records, and, accordingly, the Districts agree to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. District II acknowledges that the designated public records custodian for District I and District III is **Chuck Adams** ("**Districts I and III Public Records Custodian**"). District I and District III acknowledge that the designated public records custodian for District II is **Brian Lamb** ("**District II Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Districts shall 1) keep and maintain public records required by the Districts to perform the services herein; 2) upon request by a Public Records Custodian, provide the requesting District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements,

are not disclosed except as authorized by law for the duration of the contract term and following the contract term if either District does not transfer the records to the other District's Public Records Custodian; and 4) upon completion of the contract, transfer to the other District, at no cost, all public records of the other District in a District's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THERE ARE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR DISTRICTS I AND III AT (239) 464-7114, CHUCK ADAMS, ADAMSC@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431 OR CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR DISTRICT II AT (813) 873-7300, BRIAN LAMB, BRIAN.LAMB@INFRAMARK.COM OR 2005 PAN AM CIRCLE, SUITE 300 TAMPA, FLORIDA 33607.

SECTION 20. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 21. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Districts as an arm's length transaction. The Districts participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Districts are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 22. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the day and year first written above.

Attest:

**SOUTHERN HILLS PLANTATION
COMMUNITY DEVELOPMENT DISTRICT I**

Secretary

Chairperson, Board of Supervisors

**SOUTHERN HILLS PLANTATION
COMMUNITY DEVELOPMENT DISTRICT II**

Secretary

Chairperson, Board of Supervisors

**SOUTHERN HILLS PLANTATION
COMMUNITY DEVELOPMENT DISTRICT III**

Secretary

Chairperson, Board of Supervisors

Composite Exhibit A: Maintenance Agreements