

**SOUTHERN HILLS PLANTATION II
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
CONTINUED MEETING
JULY 13, 2018**

**SOUTHERN HILLS PLANTATION II
COMMUNITY DEVELOPMENT DISTRICT AGENDA
JULY 13, 2018 AT 10:30 a.m.**

The Southern Hills Clubhouse
Located at 4200 Summit View Drive, Brooksville, FL 34601

District Board of Supervisors	Chairman	Devon Rushnell
	Vice Chairman	Matt Pallardy
	Supervisor	Jon Franz
	Supervisor	Chuck Maynard
	Supervisor	Vacant
District Manager	Meritus	Brian Lamb
District Attorney	Clark & Albaugh, LLP	Scott D. Clark
District Engineer	Coastal Engineering	Don Lacey

All cellular phones and pagers must be turned off while in the meeting room

The District Agenda is comprised of four different sections:

The meeting will begin at **10:30 a.m.** with the third section called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Administrator prior to the presentation of that agenda item. Agendas can be reviewed by contacting the Manager's office at (813) 397-5120 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The final section is called **Supervisor Comments and Public Comments**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to **three (3) minutes** for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT ADMINSTRATOR OUTSIDE THE CONTEXT OF THIS MEETING.**

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically, no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 397-5120, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

July 13, 2018

Board of Supervisors
Southern Hills Plantation II

Dear Board Members:

The Continued Meeting of the Board of Supervisors of the Southern Hills Plantation II Community Development District will be held on **Friday, July 13, 2018 at 10:30 a.m.** at the Southern Hills Clubhouse located at 4200 Summit View Drive, Brooksville, FL 34601. Included below is the agenda:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE QUESTIONS AND COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ITEMS**
 - A. Discussion of Reimbursement of Prior Amounts Paid under the Interlocal Agreement . Tab 01
 - B. Consideration of Assessment for the Spine Road Connecting Phase One with Phases Two, Three and Four
 - C. Discussion of the Declaration of Easement granted by Boomerang SH, LLC Tab 02
 - D. Clarify Ownership of Tract "L" in Phase Two Tab 03
 - E. Coordinate Meeting w/the City of Brooksville to Discuss Future Development Plans
 - F. Discussion of Status of Permits for Phases Two, Three and Four
 - G. Discussion of the District's D&O Insurance Policies in Place from 2011-2014 Tab 04
- 4. CONSENT AGENDA**
 - A. Consideration of Minutes of the Board of Supervisors Meeting May 31, 2018 Tab 05
 - B. Consideration of Operations and Maintenance Expenditures May 2018..... Tab 06
 - C. Review of Financial Statements Month Ending May 31, 2018 Tab 07
- 5. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
- 6. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 397-512

Sincerely,



Brian Lamb
District Manager

INTER-LOCAL AGREEMENT

This is an Inter-Local Agreement, dated as of December 28, 2004 (the "Agreement"), by and among Hampton Ridge Developers, LLC, a Delaware limited liability company (the "Developer"), Rizzetta & Company, Incorporated, a Florida corporation (the "Manager"), Southern Hills Plantation I Community Development District, a special purpose unit of local government ("District No. I"), Southern Hills Plantation II Community Development District, a special purpose unit of local government ("District No. II"), and Southern Hills Plantation III Community Development District, a special purpose unit of local government ("District No. III") [District No. I, District No. II, and District No. III are sometimes collectively referred to herein as the "Districts".]

Background and Purpose

The Developer is in the process of developing a master-planned residential community known as "Southern Hills" in the City of Brooksville, Florida (the "City"). In this regard, the Developer and the City entered into a Development Agreement dated May 28, 2003, as amended on October 18, 2004, and November 29, 2004 (the "Development Agreement"), a copy of which is attached hereto as Exhibit "A". Pursuant to the Development Agreement, the Developer or its successors is required to construct certain master public infrastructure improvements more particularly described therein (collectively, the "Master Improvements"). By virtue of the construction of the Master Improvements, the Developer or its successors is entitled to certain impact fee credits from the City as more particularly set forth in the Development Agreement.

These credits pertain to the transportation impact fee, the potable water impact fee and the sanitary sewer impact fee imposed by the City.

To facilitate the development of Southern Hills (including the construction of the Master Improvements), the Developer petitioned the City to establish the Districts. Pursuant to Chapter 190, Florida Statutes, the Districts are authorized to construct, operate and maintain certain public infrastructure improvements including the Master Improvements. Concurrently herewith, District No. I is issuing its Capital Improvement Revenue Bonds, Series 2004 in the principal amount of \$12,395,000 and District No. II is issuing its Capital Improvement Revenue Bonds, Series 2004 in the principal amount of \$3,610,000 (collectively the "Bonds") to pay part of the cost of constructing the Master Improvements. In addition, District No. III intends to issue certain Capital Improvement Revenue Bonds at a future date.

The Bonds issued by each District will be repaid by the levy of special assessments upon the lands within such District which receive a special benefit from the Master Improvements. The balance of the cost of the Master Improvements will be borne by the Developer and will not result in the levy of special assessments against any of the lands lying within the Districts.

As provided below, this Agreement evidences the agreement of the Districts as to the allocation of the cost of the Master Improvements among the Districts. This Agreement also provides for the allocation of the impact fee credits among the Developer and the Districts and for the administration of such credits by the Manager. Finally, this Agreement evidences the agreement of the parties that District No. I shall supervise and manage the construction and maintenance of all of the Master Improvements, including those Master Improvements to be funded by the Developer, District No. II and District No. III.

Operative Provisions

NOW, THEREFORE, in consideration of the mutual covenants and provisions herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing statement of background and purpose is correct and is hereby incorporated by reference as part of the Agreement for all purposes.

2. Allocation of Construction Costs. The Manager serves as financial advisor to all the Districts and Coastal Engineering Associates serves as engineer to all the Districts (the "District Engineer"). In consultation with them, the Districts agree that the allocation of construction costs for the Master Improvements among District No. I, District No. II and District No. III as set forth in the Engineer's Cost Report, dated November 14, 2004, prepared by the District Engineer (the "Engineer's Report") is fair and equitable and such allocation is hereby approved. Specifically, pursuant to the Report, 39.6% of the cost of the Master Infrastructure is allocated to District No. 1, 36.6% of such cost is allocated to District No. 2, and 23.8% of such cost is allocated to District No. 3. A copy of the Report is attached hereto as Exhibit "B".

3. Payment of Construction Costs. The costs of the Master Improvements allocated to each District shall be paid by that District or by the Developer as set forth in the table attached hereto as Exhibit "C". With the concurrence of the affected District, the allocation set forth in Exhibit "C" may be modified by the Developer, provided, however, that such modification should not change the overall allocation of costs among the Districts as set forth in the preceding section. To the extent that the cost of constructing Master Improvements is allocated to and paid by a District, the Developer hereby partially assigns its rights and obligations under the Development Agreement to such District, including (without limitation) the right to receive

impact fee credits from the City. To the extent that the costs of the Master Improvements are not paid by the Districts, the Developer acknowledges and agrees that it shall be solely responsible for the timely payment of such costs.

4. Allocation of Impact Fee Credits. To the extent that a party pays the cost of constructing Master Improvements which give rise to impact fee credits from the City, that party will receive the impact fee credits from the City with respect to the costs paid by such party. Impact fee credits allocated to each District shall inure to the benefit of such District and the property owners within such District. Impact fee credits allocated to the Developer shall be the property of the Developer and may be sold or assigned by the Developer as set forth in this Agreement.

5. Impact Fee Credit Bank. The Manager shall administer an impact fee credit bank with respect to all transportation, potable water and sanitary sewer impact fee credits granted by the City pursuant to the Development Agreement. As Offsite Improvements are constructed, the party paying for such construction shall receive credits in the impact fee credit bank to the extent that they are made available by the City. These credits may then be withdrawn and applied by the party entitled to such credit in accordance with the following procedure. At least ten days before applying for a building permit, a property owner within the boundaries of the Districts shall apply to the Manager to obtain an assignment of any impact fee credits that may be available from the applicable District where the property is located.

a. Assignment without Payment. Within five days following the filing of an application, the Manager shall either (i) cause the applicable District to assign impact fee credits to the applicant if such credits are available or (ii) if not available, cause the applicable District to borrow impact fee credits from the Developer or another District and then assign them to the

applicant, provided the borrowing District has such impact fee credits forthcoming based on creditable improvements to be constructed and financed by the bonds issued by the District. In either event the applicant shall not be required to pay any consideration under this Agreement for the assignment of impact fee credits. The form of the impact fee credit assignment is attached hereto as Exhibit "D". Any borrowed impact fee credits shall be promptly reccredited to the Developer or lending District when received by the borrowing District.

b. Assignment with Payment. If and to the extent the requested credit(s) are not available for assignment without payment as provided above, then the Manager shall alternatively sell impact fee credits owned by the Developer to the applicant. The price for such credits shall be equal to the then current impact fee charges imposed by the City. Upon receipt of a check payable to the Developer, the Manager shall execute an assignment of impact fee credits to the applicant in the form attached hereto as Exhibit "D".

6. Delegation to District No. I. Subject to the terms of this Agreement, District No. II and District No. III hereby delegate to District No. I the authority to enter into contracts, levy and collect non-ad valorem assessments, perform services and otherwise take all actions necessary or desirable with respect to the financing, acquisition, and construction of the Master Improvements, and the operation and maintenance of the Master Improvements, at all times subject to the constitutional and statutory retained authority of each of such Districts and of District No. I, and District No. I hereby accepts such delegation. Without limiting the generality of the foregoing, District No. II agrees that it shall promptly approve all payment requisitions pertaining to the construction of the Master Improvements to be funded with the proceeds of its Capital Improvement Revenue Bonds, Series 2004, provided such requisitions have been approved by District No. I and the District Engineer.

7. Maintenance Assessments. The Districts agree, upon the request of District No. I, to promptly take all actions, including adopting all required resolutions and publishing all required notices, as required by applicable law, including Chapters 170, 190 and 197, Florida Statutes, to provide for the levy of an annual maintenance assessment to maintain the Master Improvements. Such annual maintenance assessment will pay for, among other things, pond and lake maintenance, street lighting, and landscaping, including landscaping within road rights-of-way that have been dedicated to other governmental agencies and are not owned by the Districts. The amount of the annual maintenance assessment shall be as required for a first class residential community as reasonably determined by District No. I. Such annual maintenance assessment shall be allocated among the Districts in the same proportionate share as the cost of constructing the Master Improvements, i.e., 39.6% of the annual maintenance expense shall be paid by District No. I, 36.6% of the annual maintenance expense shall be paid by District No. II and 23.8% of the annual maintenance expense shall be paid by District No. III.

8. Interlocal Agreement. To the extent any provision of this Agreement constitutes a joint exercise of power, privilege or authority by and among District No. I, District No. II and District No. III, such provisions shall be deemed to be an "Interlocal Agreement" within the meaning of the Florida Interlocal Cooperation Act of 1969. This Agreement shall be filed with the Clerk of the Circuit Court of Hernando County, Florida, as provided in Chapter 163, Florida Statutes, as amended.

9. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

10. Entire Agreement. There are no other promises, verbal understandings or communications of any kind pertaining to this Agreement other than specified herein. This

Agreement shall not supersede or otherwise modify any pre-existing agreements between the Developer and third parties, including (without limitation) the Sixth Amendment to Contract for Sale of Land between the Developer and Levitt and Sons of Hernando County, LLC.

11. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Any party hereto may execute this Agreement by signing any one counterpart.

12. Amendments. This Agreement may be modified or amended only by a written instrument duly authorized and executed by the parties.

13. Notices. Any notice or communication required to be given by one party to the other shall be in writing and may be delivered, mailed by certified mail, postage prepaid, or sent by facsimile or similar telecommunication device and shall be deemed delivered if addressed as follows:

Developer:

Hampton Ridge Developers, LLC
c/o James P. Harvey
LandMar Group
2202 N. Westshore Boulevard
Suite 125
Tampa, Florida 33606

With a copy to:

Donna Feldman, Esq.
Donna J. Feldman, P.A.
19321-C U.S. Highway 19 North
Suite 103
Clearwater FL 33764

Manager:

Rizzetta & Company, Incorporated
3434 Colwell Ave.
Suite 200
Tampa, FL 33614
Attention: Matt Campbell

District No. I:

Southern Hills Plantation I Community Development District
c/o Rizzetta & Company, Incorporated
3434 Colwell Ave.
Suite 200
Tampa, Florida 33614

With a copy to:

Mark K. Straley
Straley Robin & Williams
100 E. Madison Street, Suite 300
Tampa, Florida 33602

District No. II:

Southern Hills Plantation II Community Development District
c/o Rizzetta & Company, Incorporated
3434 Colwell Ave.
Suite 200
Tampa, Florida 33614

With a copy to:

Mark K. Straley
Straley Robin & Williams
100 E. Madison Street, Suite 300
Tampa, Florida 33602

District No. III:

Southern Hills Plantation III Community Development District
c/o Rizzetta & Company, Incorporated
3434 Colwell Ave.
Suite 200
Tampa, Florida 33614

With a copy to:

Mark K. Straley
Straley Robin & Williams
100 E. Madison Street, Suite 300
Tampa, Florida 33602

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Florida and the parties agree that venue for any litigation arising from this Agreement shall be with a court of competent jurisdiction in Hernando County, Florida.

15. Severability. If any section, clause or paragraph, or portion thereof of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid section, clause or portion thereof shall be severed from the remainder of this Agreement.

16. Attorney's Fees. Should any of the terms of this Agreement require enforcement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

17. Recordation. As required by Section 163.01(11) Florida Statutes, upon execution by the parties, this Agreement shall be recorded with the Clerk of the Circuit Court of Hernando County. As further required by statute, this Agreement shall be effective upon recording.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Inter-Local Agreement on the date first set forth above. This Agreement shall be effective pursuant to the terms hereof.

WITNESSES:

[Signature]
(Signature)

Donna S. Feldman
(Print Name)

[Signature]
(Signature)

John McKay
(Print Name)

Developer:

Hampton Ridge Developers, LLC, a Delaware limited liability company

By: LandMar Group, LLC, a Delaware limited liability company, its sole member

By: LandMar Management, LLC, a Delaware limited liability company, Its Manager

By: [Signature]
James P. Harvey
Its Vice President

STATE OF FLORIDA

COUNTY OF Hernando:

The foregoing instrument was acknowledged before me this 23rd day of December, 2004 by James P. Harvey, as Vice President of LandMar Management, LLC, as Delaware limited liability company, as the manager of LandMar Group, LLC, a Delaware limited liability company, as the manager of Hampton Ridge Developers, LLC, a Delaware limited liability company. He is X personally known to me or who has produced _____ (type of identification) as identification.

Seal:

Mark K Straley

Signature of NOTARY PUBLIC

State of Florida at Large

Serial Number (if any):

My Commission Expires:



Mark K Straley

My Commission DD052813

Expires September 14, 2005

WITNESSES:

Laurie Crickenberger
(Signature)
Laurie Crickenberger
(Print Name)
[Signature]
(Signature)
Greg Tuman
(Print Name)

Manager:

Rizzetta & Company, Incorporated

By: William J. Rizzetta
Print Name: William J. Rizzetta
Title: President

STATE OF FLORIDA

COUNTY OF Hillsborough:

The foregoing instrument was acknowledged before me this 23rd
day December, 2004 by William J. Rizzetta, as President
(name of officer or agent, title of officer or agent acknowledging)
of Rizzetta & Company, Incorporated. He/she is personally known to me or who has produced
(type of identification) as identification.

Seal:

Cathy J. Cox
Signature of NOTARY PUBLIC
State of Florida at Large
Serial Number (if any):
My Commission Expires:



Cathy J. Cox
Commission #DD398050
Expires: Mar 04, 2009
Bonded Thru
Atlantic Bonding Co., Inc.

WITNESSES:

[Signature]
(Signature)
Donna J. Feldman
(Print Name)
[Signature]
(Signature)
John McKay
(Print Name)

District No. I:

Southern Hills Plantation I Community
Development District

By: [Signature]
James P. Harvey, Chairman of the Board of
Supervisors

STATE OF FLORIDA

COUNTY OF Hernando:

The foregoing instrument was acknowledged before me this 23rd
day of December, 2004 by James P. Harvey, as Chairman of the Board of Southern Hills
Plantation I Community Development District. He is X personally known to me or who has
produced _____ (type of identification) as identification.

Seal:

Mark K. Staley
Signature of NOTARY PUBLIC
State of Florida at Large
Serial Number (if any):
My Commission Expires:



WITNESSES:

[Signature]
(Signature)
Donna Hill Feldman
(Print Name)
[Signature]
(Signature)
John McKay
(Print Name)

District No. II:

Southern Hills Plantation II Community
Development District

By: [Signature]
James P. Harvey, Chairman of the Board of
Supervisors

STATE OF FLORIDA

COUNTY OF Hernando:

The foregoing instrument was acknowledged before me this 23rd
day of December, 2004 by James P. Harvey, Chairman of the Board of Supervisors of
Southern Hills Plantation II Community Development District. He is X personally known to
me or who _____ has produced _____ (type of identification) as identification.

Seal:

Mark K Straley
Signature of NOTARY PUBLIC
State of Florida at Large
Serial Number (if any):
My Commission Expires:



Mark K Straley
My Commission DD052813
Expires September 14, 2005

WITNESSES:

[Signature]
(Signature)

Donna J. Feldman
(Print Name)

[Signature]
(Signature)

JOHN MCKAY
(Print Name)

District No. III:

Southern Hills Plantation III Community
Development District

By:

[Signature]
James P. Harvey, Chairman of the Board of
Supervisors

STATE OF FLORIDA

COUNTY OF Hernando:

The foregoing instrument was acknowledged before me this 23rd
day of December, 2004 by James P. Harvey, Chairman of the Board of Supervisors of
Southern Hills Plantation III Community Development District. He is X personally known to
me or who has produced (type of identification) as identification.

Seal:

Mark K. Straley

Signature of NOTARY PUBLIC

State of Florida at Large

Serial Number (if any):

My Commission Expires:



Mark K Straley
My Commission DD062813
Expires September 14, 2006

SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

October 23, 2012

Grady Miars, Chairman
Southern Hills Plantation I & III CDDs
2401 River Hall Parkway
Alva, Florida, 33920

Re: Interlocal Agreement for Southern Hills Plantation

Dear Grady,

I'm writing on behalf of the Board of Supervisors for the Southern Hills Plantation II Community Development District ("District"). At their last regular meeting, the Board requested that I reach out to you and request a meeting to discuss the inability of the District to continue funding under the current parameters of the interlocal agreement. As such, the District would like to consider negotiations for amending Section 7 of the agreement, which addresses the manner of funding for maintenance assessments.

As of the date of this letter, the district has \$14,451.86 in the operating account with open payables of \$1,670. Additionally, I have created a cash flow analysis to quantify the estimated ongoing financial condition of the District over the next several months (copy attached). The Board has taken every means at its disposal to address the issue, including the initiation of foreclosure proceedings on delinquent landowners, with limited success. The Board has declared a Financial Emergency to the Governor and has notified the District's Trustee requesting options at its disposal via the various trust fund accounts. Additionally, the Board is seeking Chapter 9 bankruptcy protection from the Governor.

I'm sure you understand the significance of this issue and hope you consider discussing possible solutions at your earliest convenience. As always, I can be reached at 813-994-1001 or via e-mail at sbrizendine@rizzetta.com.

Sincerely,

Scott Brizendine
District Manager
Southern Hills Plantation I CDD

Cc: Jonathan Johnson, District Counsel CDD I and III
Mark Straley, District Counsel CDD II
Donna Feldman, Developer's Counsel

Enclosure

SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

June 14, 2013

Via US Mail and Certified Mail

Cascades at Southern Hills Residents Association, Inc
C/O Melrose Management
Tri Morocco
3527 Palm Harbor Boulevard
Palm Harbor, FL 34683

Re: Termination of Agreement with Cascades at Southern Hills Residents Association, Inc.

To Whomever this Concerns:

On behalf of the Board of Supervisors for the Southern Hills Plantation II Community Development District ("District"), please accept this letter as the official notice of the board's action at their regular meeting of June 13, 2013. At said meeting, the board decided to terminate the agreement with the Cascades at Southern Hills Residents Association, Inc. relative to pond maintenance of the Residents Association's ponds (copy of agreement is enclosed).

In accordance with Section 4 of Operative Provisions of the Cascades at Southern Hills Pond Maintenance Agreement with the Southern Hills Plantation II Community Development District, this letter represents the 30-day written notification of the termination of said agreement.

The District's agreement with Cascades at Southern Hills Residents Association, Inc. will officially terminate as of July 15, 2013. Currently, the District has an agreement with American Ecosystems for the maintenance of the Association's ponds (copy of agreement is enclosed). The District's board has authorized payment to the Association for these services through September 30, 2013, subject to the availability of funds. The District will notify American Ecosystems of the change, and will provide the contact information for the Association for purposes of entering into an agreement with Association, but you obviously have the opportunity to enter into an agreement with a contractor of your choosing.

**SOUTHERN HILLS PLANTATION II
COMMUNITY DEVELOPMENT DISTRICT**

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

Sincerely,

Brady Lefere
District Manager
Southern Hills Plantation II CDD

Cc: Mark Straley, District Counsel

Enclosures

SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

June 14, 2013

Via US Mail and Certified Mail

Mr. Kevin Youngberg
American Ecosystems, Inc.
P.O. Box 40517
St. Petersburg, FL 33743-0517

Re: Termination of Services for Southern Hills Plantation II

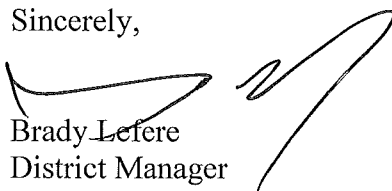
Dear Mr. Youngberg:

On behalf of the Board of Supervisors for the Southern Hills Plantation II Community Development District ("District"), please accept this letter as the official notice of the board's action at their regular meeting of June 13, 2013. At said meeting, the board decided to terminate the agreement with the Cascades at Southern Hills Residents Association, Inc. relative to pond maintenance of the Residents Association's ponds (copy of agreement is enclosed).

In accordance with paragraph 12 of the Terms and Conditions section of your agreement with the Southern Hills Plantation II Community Development District ("District"), this letter represents the 30-day written notification of the termination of said agreement. This notice is for the agreement for the maintenance of nine ponds, listed at Southern Hills Plantation II CDD.

The District's agreement with American Ecosystems, Inc. will officially terminate as of July 15, 2013. This termination is by no means a reflection of your performance. The ponds are owned by the HOA, and the CDD has chosen to stop performing the maintenance responsibility for the HOA. If you would like to contact the HOA for the maintenance of the nine ponds, please contact Tri Morocco at tri@melrosemgmt.com. We appreciate your services to the District over the years.

Sincerely,



Brady Lefere
District Manager
Southern Hills Plantation II CDD

Cc: Mark Straley, District Counsel

CASCADES AT SOUTHERN HILLS POND MAINTENANCE AGREEMENT

This Pond Maintenance Agreement (the “**Agreement**”) is made and entered into as of the 1st day of October, 2008, between the **Southern Hills Plantation II Community Development District**, a special-purpose unit of local government organized pursuant to Chapter 190, Florida Statutes (the “**District**”) and the **Cascades at Southern Hills Residents Association, Inc.**, a Florida non-profit corporation (the “**Association**”).

Background Information

The Cascades at Southern Hills Residents Association is located within the Southern Hills Plantation II Community Development District. The Association owns and maintains the stormwater management pond located within the boundaries of the Association (the “**Association Ponds**”) which connect to the District stormwater management system.

Currently, the Association does not have sufficient personnel to provide pond maintenance services for the Association Ponds. The District desires to enter into this Agreement because the District needs the Association Ponds to be properly maintained to avoid any disruption to the District’s stormwater management system. The District has contracted with a stormwater maintenance contractor to maintain the District’s stormwater management system. The District desires to expand its contract to include the Association Ponds. Pursuant to this Agreement, the District has agreed to maintain the Association Ponds. This Agreement will result in a cost savings for Association residents by reducing the overall administration costs for the Association Ponds, and it will ensure that the District stormwater management system continues to function properly.

Operative Provisions

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the District and the Association agree as follows:

1. **Incorporation of Recitals.** The foregoing Background Information is true and correct and is hereby incorporated into this Agreement by this reference.
2. **District Pond Maintenance Services.** The District agrees to maintain the Association Ponds. The maintenance of the Association Ponds shall include aquatic weed control and trash removal. Unless otherwise agreed upon by the District and the Association, the District shall not operate, maintain, or repair any equipment, structures, or facilities located on or adjacent to the Association Ponds.
3. **Term.** This Agreement shall become effective as of the date of this Agreement, and shall remain in effect for 1 year from that date. This Agreement shall automatically renew annually, unless terminated by either party in accordance with this Agreement.
4. **Termination.** The District or the Association may terminate this Agreement without cause with thirty (30) days written notice to the other party at any time.
5. **Insurance.**
 - (a) The Association shall procure and maintain in force at all times during the term of this Agreement general liability insurance insuring the Association and the District (and naming them both in the policy) against any liability whatsoever occasioned by any accident on or about the Association Ponds or any appurtenance thereto, in minimum amounts of \$1,000,000 for injury to any one person.
 - (b) All insurance required under this Agreement shall be written with an insurance company or companies authorized to do business in the State of Florida and the cost of

all premiums on the policies shall be paid by the Association. A certificate of the original liability policy shall be delivered to the District within fifteen (15) days of the commencement of this Agreement. The Association shall also furnish the District with the renewal certificate for the policy at least fifteen (15) days prior to the expiration date of the policy.

6. **Amendment.** Amendments to and waivers of the provisions contained in this Agreement may be made only in writing by both parties.

7. **Notices.** All notices pursuant to this Agreement shall be given to the parties in writing by hand delivery, facsimile, overnight delivery or by regular mail.

8. **Enforcement.** In the event of any breach of this Agreement by either party, the non-breaching party shall be entitled to all rights and remedies available at law or in equity, including, without limitation, injunctive relief for the immediate and irreparable harm that would be caused by any act or omission by either party. In the event of any litigation arising with respect to this Agreement, the prevailing party shall be entitled, in addition to all other relief granted by the court, to a judgment for reasonable attorneys' and legal assistants' fees and costs incurred by reason of such action at both the trial and appellate levels.

9. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of Florida.

10. **Counterparts.** This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, and all of which when taken together, shall constitute one and the same instrument.

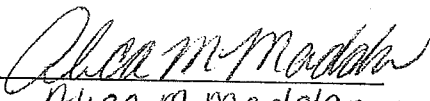
11. **Third Party Beneficiaries.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the District and the Association. This Agreement is solely for the benefit of these parties and no right or cause of action shall accrue upon or by

reason hereof, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity 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 provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties and their respective representatives, successors, and assigns.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and all negotiations, undertakings, representations, warranties, inducements and obligations are merged into this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first set forth above.

Attest:

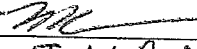

Name: Alicia M. Modolen
Secretary/Assistant Secretary

**Southern Hills Plantation II Community
Development District**



Todd Refling
Chairman, Board of Supervisors

**Cascades at Southern Hills Residents
Association, Inc., Inc.,**
a Florida non-profit corporation

By: 
Name: Todd Refling
Title: President

R

Prepared by/Return To:
Boomerang SH, LLC
9625 Wes Kearney Way
Riverview, FL 33578

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT is made by BOOMERANG SH, a Florida limited liability company ("Boomerang"), whose address is 9625 Wes Kearney Way, Riverview, FL 33578.

RECITALS

A. Boomerang is the owner of that certain real property in Hernando County, Florida described in Exhibit A attached hereto. (the "Overall Parcel") in Exhibit A attached hereto.

B. Boomerang seeks to create a perpetual, non-exclusive easement across that portion of the Overall Parcel described and depicted in Exhibit "B" (collectively, the "Easement Area") for ingress-egress, and utilities to provide access, rights of way and the installation of utilities for the benefit of all property owners within the Overall Parcel from the Powell Road a public right-of-way to Cotillion Boulevard, also a public right of way.

W I T N E S S E T H :

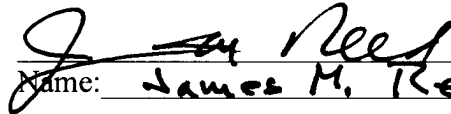
NOW, THEREFORE, BOOMERANG, for its successors and assigns, creates the following easement for the use, benefit and enjoyment of the owners of land within the Overall Parcel:

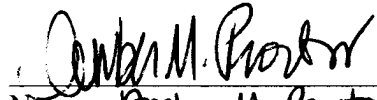
Easement Grant. Boomerang grants, sets over, conveys and delivers to the owners from time to time, their agents, contractors, lessees, guests, successors and assigns, a perpetual, non-exclusive easement over and across the Easement Area for utilities, ingress, egress and access purposes. The foregoing easements shall be referred to collectively hereinafter as the "Easement." The Easement shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the Overall Parcel.

In Witness Whereof, Boomerang has signed and sealed these presents this December 7, 2015.

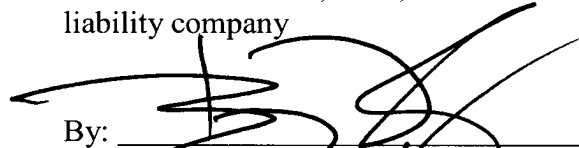
[EXECUTION PAGE TO FOLLOW]

WITNESSES:


Name: James M. Reed

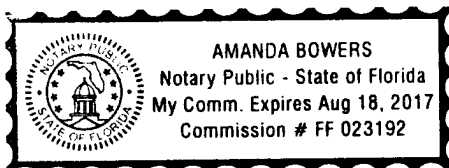

Name: Amber M. Proctor

BOOMERANG SH, LCC, a Florida limited liability company


By: _____
Name: Bing Kearney
Title: mgr

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 7th day of December, 2015, by Bing Kearney, as Manager of Boomerang SH a Florida limited liability company, who is personally known to me to be the person described herein and who executed the foregoing, and he/she acknowledged before me that he/she executed the same for the purpose therein expressed.



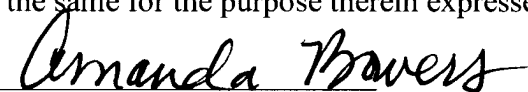

Notary Public

EXHIBIT "A" TO EASEMENT AGREEMENT

EXHIBIT "A"

PARCEL I:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 19 EAST ; THENCE ALONG THE NORTH BOUNDARY OF SAID NORTHWEST $\frac{1}{4}$ N $89^{\circ}52'12''$ W A DISTANCE OF 1198.44 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A CORNER OF TRACT "B" AS SHOWN ON THE PLAT OF "CASCADES AT SOUTHERN HILLS PLANTATION PHASE ONE REPLAT" AS RECORDED IN PLAT BOOK 39, PAGE 1 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA ; THENCE ALONG THE WEST BOUNDARY OF SAID PLAT S $00^{\circ}24'57''$ W A DISTANCE OF 397.18 FEET TO THE POINT OF CURVATURE OF A CURVE COCAVE TO THE WEST, SAID CURVE HAVING A RADIUS OF 1630.00 FEET, A DELTA ANGLE OF $19^{\circ}17'33''$, A CHORD DISTANCE OF 546.26 FEET, AND A CHORD BEARING OF S $10^{\circ}03'43''$; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 548.85 FEET TO A POINT OF TANGENCY ; THENCE S $19^{\circ}42'29''$ W A DISTANCE OF 116.43 FEET ; THENCE LEAVING SAID PLAT BOUNDARY N $00^{\circ}24'57''$ E A DISTANCE OF 1044.96 FEET TO THE NORTH BOUNDARY OF SAID NORTHWEST $\frac{1}{4}$; THENCE ALONG THE NORTH BOUNDARY OF SAID NORTHWEST $\frac{1}{4}$ S $89^{\circ}52'12''$ E A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING.

PARCEL II:

Tract "L" and Lots 191 through 382, of CASCADES AT SOUTHERN HILLS PLANTATION, PHASE 2, according to the map or plat thereof as recorded in Plat Book 37, Page 38, of the Public Records of Hernando County, Florida.

PARCEL III:

A PARCEL OF LAND LYING IN AND BEING A PART OF SECTIONS 9, 10 & 16, TOWNSHIP 23 SOUTH, RANGE 19 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF "CASCADES AT SOUTHERN HILLS PLANTATION PHASE TWO" AS RECORDED IN PLAT BOOK 37, PAGES 38 THROUGH 44, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY OF SAID PLAT S $89^{\circ}35'27''$ E A DISTANCE OF 196.47 FEET; THENCE N $81^{\circ}20'06''$ E A DISTANCE OF 1364.55 FEET; THENCE N $56^{\circ}21'10''$ E A DISTANCE OF 80.00 FEET; THENCE N $79^{\circ}59'17''$ E A DISTANCE OF 188.88 FEET TO A POINT ON A CURVE THAT IS CONCAVE TO THE NORTH, SAID CURVE HAVING A RADIUS OF 420.00 FEET, A DELTA ANGLE OF $48^{\circ}29'54''$, A CHORD DISTANCE OF 344.99 FEET, AND A CHORD BEARING OF N $75^{\circ}31'26''$ E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 355.51 FEET TO A POINT OF TANGENCY; THENCE N $51^{\circ}16'29''$ E A DISTANCE OF 278.21 FEET TO THE POINT OF CURVATURE OF A CURVE THAT IS CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 180.00 FEET, A DELTA ANGLE OF $13^{\circ}25'45''$, A CHORD DISTANCE OF 42.09 FEET, AND A CHORD BEARING OF N $57^{\circ}59'22''$ E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 42.19 FEET TO A POINT OF TANGENCY; THENCE N $64^{\circ}42'14''$ E A DISTANCE OF 260.83 FEET; THENCE N $80^{\circ}45'13''$ E A DISTANCE OF 52.03 FEET; THENCE N $64^{\circ}42'14''$ E A DISTANCE OF 145.00 FEET TO THE SOUTHEAST CORNER OF SAID "CASCADES AT SOUTHERN HILLS PLANTATION PHASE TWO", SAID POINT LYING ON THE WEST BOUNDARY OF "SOUTHERN HILLS PLANTATION PHASE TWO" AS RECORDED IN PLAT

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