

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Carolyn Cole
DEPUTY CLERK

**COST SHARING AGREEMENT
LAKE OF THE WOODS AQUATIC WEED CONTROL**

THIS AGREEMENT is made and entered into this 21 day of April, 2009, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY" and **LAKE OF THE WOODS HOMEOWNERS ASSOCIATION, INC.**, whose address is 300 Carolwood Point, Fern Park, Florida 32730, hereinafter referred to as "HOA".

W I T N E S S E T H:

WHEREAS, Lakefront property owners of the Lake of the Woods subdivision, located in Seminole County, have submitted an application requesting the creation of a Municipal Services Benefit Unit (MSBU) for aquatic weed control; and

WHEREAS, two of the benefitting parcels are owned by the HOA; and

WHEREAS, instead of allocating the MSBU assessments for the HOA owned properties to the individual property owners, the HOA and the property owners prefer that the HOA directly pay the annual assessment for the HOA-owned parcels,

NOW, THEREFORE, in consideration of the premises and mutual covenant hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. This Agreement is contingent upon the creation of the Lake of the Woods Aquatic Weed Control MSBU by the Seminole County Board of County Commissioners, and the Agreement term shall run concurrently with the existence of said MSBU. Dissolution of the MSBU shall automatically terminate the Agreement.

2. The COUNTY hereby agrees to be responsible for the following:

a. Coordination and preparation of all plans, specifications, and other professional services necessary to establish, inspect, and maintain aquatic weed control and the aquatic weed control MSBU for Lake of the Woods.

b. Establish and govern the Lake of the Woods Aquatic Weed Control MSBU and assess the property cost share allocation for the MSBU parcels according to an annual budgeted amount for the MSBU established by the COUNTY.

c. Annually provide the HOA with an invoice stating the amount due for Parcels 1921305FG0C000000 and 1921305230C000000, the parcels owned by HOA.

3. The HOA agrees to be responsible for the following:

a. Contributing annually to the Lake of the Woods Aquatic Weed Control MSBU an amount equal to the assessment due on Parcels 1921305FG0C000000 and 1921305230C000000, which are owned by HOA.

b. Payment of said assessment amount to COUNTY within forty-five (45) days of receipt of the invoice issued by COUNTY for said assessment.

4. This Agreement shall be binding upon and enure to the benefit of the parties hereto and the successor in interest, transferees, and designees of the parties.

5. This Agreement shall not be assigned by either party without prior written approval of the other party.

6. When either party desires to give notice to the other party, notice may be sent to:

For COUNTY:

County Manager
Seminole County Services Building
1101 E. First Street
Sanford, Florida 32771

With copies to:

MSBU Program Manager
1301 E. Second Street
Sanford, Florida 32771

For HOA:

Lake of the Woods Homeowners Association, Inc.
300 Carolwood Point
Fern Park, Florida 32730

7. a. The parties agree that they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

b. The parties hereby certify that no officer, agent, or employee has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the party to be conducted hereunder; that no such person shall have any such interest at any time during the term of this Agreement; and that no person shall use any monies derived under this Agreement for lobbying the Legislature in contravention of Section 216.347, Florida Statutes. The occurrence of an event of ethics violation as envisioned herein shall be grounds for unilateral termination of this Agreement by the non-offending party.

8. In performing under this Agreement, the parties shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating to the acts contemplated to be performed herein, including those now in effect and hereafter adopted. Any material violation of

said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

9. This Agreement shall be construed and interpreted according to the laws of the State of Florida. In the event of litigation between the parties arising from or pertaining to this Agreement, the prevailing party shall be entitled to recover from the other reasonable fees and costs as allowable by law.

10. If any provision, term, or clause of this Agreement is determined to be invalid or unenforceable, then such provision, term, or clause shall be null or void and shall be deemed separable from the remaining covenants of this Agreement and shall in no way affect the validity of the remaining covenants and provisions of this Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date indicated below.

ATTEST:

LAKE OF THE WOODS HOMEOWNERS ASSOCIATION, INC.

Dois Huskey
Secretary

By: [Signature]
President

(CORPORATE SEAL)

Date: March 18, 2009

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

[Signature]
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: [Signature]
BOB DALLARI, Chairman

Date: 4-21-09

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their 14 April, 2009
regular meeting.

Approved as to form and
legal sufficiency.

[Signature]
County Attorney

AEC/sjs
2/16/09
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