

**COST SHARING AGREEMENT  
SWEETWATER COVE LAKE AQUATIC WEED CONTROL AND LAKE  
MANAGEMENT**

**THIS AGREEMENT** is made and entered into this 11 day of March, 2014, 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 **SWEETWATER OAKS HOMEOWNERS ASSOCIATION, INC.**, c/o Sentry Management, Inc., whose address is 2180 West State Road 434, Suite 5000, Longwood, Florida 32779, hereinafter referred to as "HOA".

**WITNESSETH:**

**WHEREAS**, Lakefront property owners of the Sweetwater Oaks 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**, three (3) of the benefitting parcels are common element land (a/k/a Common Properties per HOA Declarations) parcels owned by HOA; and

**WHEREAS**, HOA requests opportunity through formal agreement, in lieu of prorated allocation and assessment to associated properties, to make direct payment annually to COUNTY for the public aquatic weed control services rendered through the requested MSBU and otherwise allocated for the common element land,

**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:

**Section 1. Term.** This Agreement is contingent upon the creation of the MSBU by the Seminole County Board of County Commissioners, and the term of this Agreement shall be

CERTIFIED COPY  
MARYANNE MORSE  
CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY, FLORIDA  
BY Eun Euban  
DEPUTY CLERK

concurrently with the existence of said MSBU. Dissolution of the MSBU shall automatically terminate this Agreement. Request by the HOA to terminate this Agreement prior to dissolution of the MSBU must be submitted in writing to COUNTY for consideration prior to December 31 of the year preceding the tax year in which dissolution is requested. In the event that agreement termination is granted by COUNTY, the assessments otherwise funded by agreement with the HOA will be allocated for levy and collection from the property with association rights and privileges relative to these properties.

**Section 2. COUNTY's Responsibilities.** 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 MSBU for Sweetwater Cove Lake.

(b) Establish and govern the MSBU and assess the property cost share allocation for the MSBU parcels according to an annual budgeted amount for the MSBU established by COUNTY.

(c) Annually provide HOA with an invoice stating the amount due for Parcel Nos. 29-20-29-5EY-0P00-0000, 32-20-29-300-002A-0000 and 32-20-29-509-0D00-0000, the common element parcels owned by HOA in the assessed boundary of the MSBU for the forthcoming year. Such invoicing will be prepared on a fiscal year basis, with submittal to HOA within the first quarter of the respective fiscal year. COUNTY's fiscal year is October 1 through September 30.

**Section 3. HOA's Responsibilities.** HOA agrees to be responsible for the following:

(a) To pay the assessment allocated to each of the three (3) HOA owned parcels [Parcel Nos. 29-20-29-5EY-0P00-0000, 32-20-29-300-002A-0000 and 32-20-29-509-0D00-0000] located on Sweetwater Cove Lake as per the provisions set forth in the Sweetwater Cove Lake Aquatic Weed Control and Lake Management MSBU Ordinance. The initial assessment per parcel will be determined by COUNTY upon creation of the MSBU and is proposed as ONE HUNDRED FORTY-FIVE AND NO/100 DOLLARS (\$145.00) per parcel. As set forth in the governing ordinance, subsequent assessments will be determined annually by COUNTY and billed to the HOA.

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

**Section 4. Binding Parties.** 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.

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

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

**For COUNTY:**

Seminole County Resource Management Department  
MSBU Program Manager  
1101 East First Street  
Sanford, Florida 32771

**For HOA:**

President  
Sweetwater Oaks Homeowners Association, Inc.  
c/o Sentry Management, Inc.  
2180 West SR 434, Suite 5000  
Longwood, Florida 32779

**Section 7. Conflict of Interest.**

(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.

**Section 8. Compliance with Laws and Regulations.** 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, ordinance, 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.

**Section 9. Applicable Law.** 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.

**Section 10. Severability.** 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.

**Section 11. Modifications, Amendments, or Alterations.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.



*[Balance of this page left intentionally blank; signatures on next page]*

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

ATTEST:

*Carol Ann Miles*  
[CORPORATE SEAL] CAROL ANN MILES  
Notary Public - State of Florida  
My Comm. Expires Dec 25, 2015  
Commission # EE 149048  
Bonded Through National Notary Assn.  
*Carol Ann Miles*

SWEETWATER OAKS HOMEOWNERS ASSOCIATION, INC.

By: *Mark Stoll*, President

Date: *2/19/14*

ATTEST:

*Maryanne Morse*  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: *Robert Dallari*  
ROBERT DALLARI, Chairman

Date: *3-11-14*

For the use and reliance of Seminole County only.

As authorized for execution by the Board of County Commissioners at its MARCH 11, 2014, regular meeting.

Approved as to form and legal sufficiency.

*[Signature]*  
County Attorney

AEC/lpk/sjs  
2/17/14  
P: Users Legal Secretary CSB\Fiscal Services\MSBU Sweetwater Oaks HOA cost share agt.docx