

**THIRD AMENDED AND RESTATED  
INTERLOCAL GOVERNMENTAL AGREEMENT FOR  
MAINTENANCE OF PROJECT WIDE IMPROVEMENTS**

This **THIRD AMENDED AND RESTATED INTERLOCAL GOVERNMENTAL AGREEMENT** ("Agreement") is made effective 8/15, 2019 (the "Effective Date"), among VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 5, VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 6, VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 7, VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 8, VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 9, VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 10, VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 11, VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12, VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 13, BROWNWOOD COMMUNITY DEVELOPMENT DISTRICT and SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT (sometimes collectively referred to as the "Parties"),

**RECITALS**

1. The Villages of Lake-Sumter, Inc. ("The Villages") is the developer of the Villages of Sumter, a mixed-use Development of Regional Impact (the "DRI") and additional existing or future developments in the City of Wildwood, the City of Fruitland Park, and portions of Lake and Sumter Counties south of CR466.
2. Pursuant to the development of a portion of the DRI, The Villages has or will create Community Development Districts pursuant to Chapter 190, Florida Statutes (the "Act").
3. Certain improvements and facilities constructed within the Project (as defined herein) extend beyond the geographic boundaries of each of the Districts geographic boundaries and benefit all of the residents of the Project (the "Project Wide Improvements").
4. Pursuant to the Act, particularly Section 190.011(12) and pursuant to Section 163.01, Florida Statutes, Community Development Districts may provide by Interlocal Agreement for certain services to be provided by one District on behalf of another District.
5. Effective August 29, 2003, Village Community Development District No. 5 and Sumter Landing Community Development District entered into an Interlocal Governmental Agreement for Maintenance of Project Wide Improvements, which provided for the joinder of subsequently formed districts within the Project territory which at that time comprised the portion of the DRI from CR 466A north through CR 466.

6. On November 17, 2006, Village Community Development District No. 5 and Sumter Landing Community Development District entered into an Amended and Restated Interlocal Governmental Agreement for Maintenance of Project Wide Improvements (the "First Amended and Restated Agreement"), in which the Project territory subject to the First Amended and Restated Agreement was expanded to include the area from the southerly right-of-way of SR44 north to the northerly right-of-way of CR 466A.

7. Effective May 1, 2010, all Parties in existence at that time entered into a Second Amended and Restated Interlocal Governmental Agreement for the Maintenance of Project Wide Improvements (the "Second Amended and Restated Agreement"), in which further revisions were made.

8. Since the adoption of the Second Amended and Restated Agreement, The Villages has continued and may further continue to form Community Development Districts pursuant to the Act, and Village Community Development District No. 11, Village Community Development District No. 12, Village Community Development District No. 13 and Brownwood Community Development District have been formed and executed joinder agreements to become Parties hereto, and accordingly the territory subject hereto shall be further expanded to include the area south of the southerly right-of-way of SR 44 developed as part of The Villages, with the territory as expended to hereafter comprise the "Project" as that term is used herein.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties agree that the Second Amended and Restated Agreement shall be amended by restating in this Third Amended and Restated Interlocal Governmental Agreement for Maintenance of Project Wide Improvements as follows:

1. **AUTHORITY.** This Agreement is entered pursuant to the authority set forth in Chapters 163 and 190, Florida Statutes.

2. **DEFINITIONS.** Capitalized terms used and not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Act.

3. **PROJECT WIDE IMPROVEMENTS.** For the purposes of this Agreement, Project Wide Improvements shall include those improvements described in *Exhibit "A"*. As additional Project Wide Improvements are developed within the Project, Sumter Landing Community Development District by resolutions, shall add such improvements to the Exhibit "A" Project Wide Improvement listing attached to this Agreement and/or enter into capital projects for the expansion or construction of additional Project Wide Improvements.

4. **MAINTENANCE OF PROJECT WIDE IMPROVEMENTS.** Sumter Landing Community Development District shall coordinate and supervise the maintenance of Project Wide Improvements. Sumter Landing Community Development District shall follow the procedures set forth in Florida Statutes in requesting proposals, bidding and entering into contracts for such maintenance services.

5. **ALLOCATION OF COSTS.** The actual costs of maintaining the Project Wide Improvements shall be allocated among all of the Community Development Districts within the Project based upon the proportion of assessable acreage in each District represents to the total assessable acreage within the Project. Each District shall remit its proportionate share within ten (10) days of invoice from the Sumter Landing Community Development District. Contributions towards the maintenance of Project Wide Improvements will commence as to each District (or if a District is developed in multiple phases will commence as to each such phase) upon the latter to occur of (a) six (6) months following the date in which such District issues bonds to finance the infrastructure of such District of phase of such District, or (b) the beginning of the next fiscal year.

6. **JOINDER IN THIS AGREEMENT BY SUBSEQUENTLY FORMED DISTRICT.** Each Community Development District subsequently formed within the Project shall join in this Agreement by executing a Joinder and Consent in the form attached as *Exhibit "B"*.

7. **TERM.** Unless earlier terminated or extended by mutual agreement of parties, this Agreement shall expire twenty (20) years from the date hereof.

8. **AMENDMENT.** Except as set forth above, this Agreement may be modified in writing only by the mutual agreement of the parties in accordance with their respective laws, rules and procedures.

9. **SEVERABILITY.** If any one of more of the covenants, agreements, or provisions of this Agreement shall be held contrary to any expressed provision of law or contrary to any policy or expressed law, although not expressly prohibited, contrary to any expressed provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void, and shall be deemed separate from the remaining covenants, agreements, or provisions of this Agreement.


10. **MATTERS UNAFFECTED.** No right or obligation that may currently or subsequently exist respecting the parties and their relationship one to the other shall be deemed waived or otherwise affected by this Agreement unless such right or obligation is specifically addressed herein.

11. **ASSIGNMENT.** This Agreement may not be assigned by any party except to a governmental entity.


( 12. **EFFECTIVE DATE.** This Agreement shall become effective on the Effective Date set forth above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representative.


ATTEST:

  
Print Name: Jennifer McQueen  
Title: District Manager


ATTEST:

  
Print Name: Jennifer McQueen  
Title: District Manager


ATTEST:

  
Print Name: Jennifer McQueen  
Title: District Manager

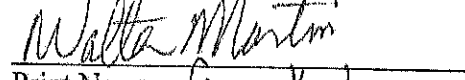
ATTEST:

  
Print Name: Jennifer McQueen  
Title: District Manager

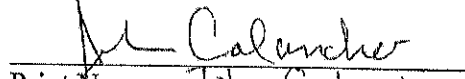
ATTEST:

  
Print Name: Jennifer McQueen  
Title: District Manager

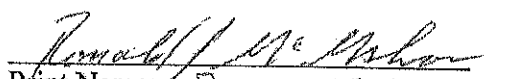
VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT NO.5

  
Print Name: Walter Martin  
Title: Chairman

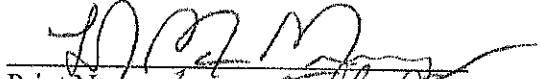
VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT NO.6

  
Print Name: John Calandro  
Title: Chairman


VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT NO.7

  
Print Name: Ronald S. McManon  
Title: Chairman

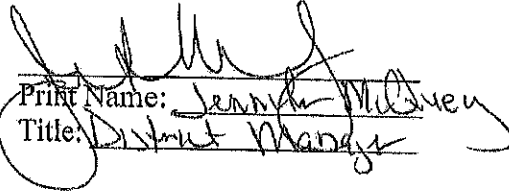
VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT NO.8

  
Print Name: Larry J. McManon  
Title: VICE-CHAIRMAN

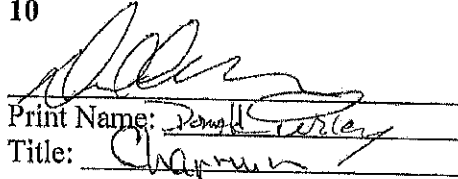
VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT NO.9

  
Print Name: John Belmer  
Title: Chairman

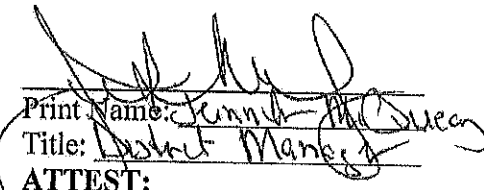
ATTEST:

  
Print Name: Jennifer McQueary  
Title: District Manager

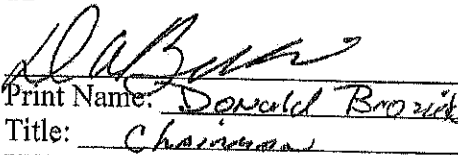
VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT NO.  
10

  
Print Name: Donald Brozick  
Title: Chairman

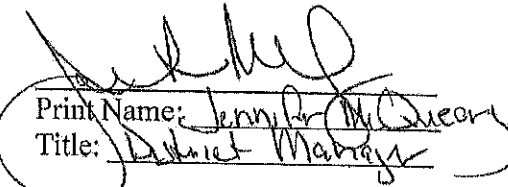
ATTEST:

  
Print Name: Jennifer McQueary  
Title: District Manager


VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT NO.  
11

  
Print Name: Donald Brozick  
Title: Chairman

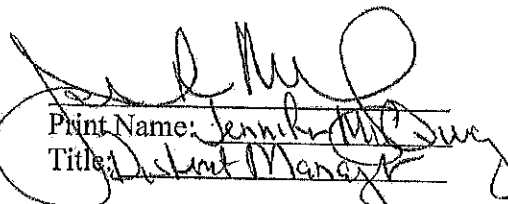
ATTEST:

  
Print Name: Jennifer McQueary  
Title: District Manager

VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT NO.  
12

  
Print Name: DEAN BARBER  
Title: CHAIRMAN

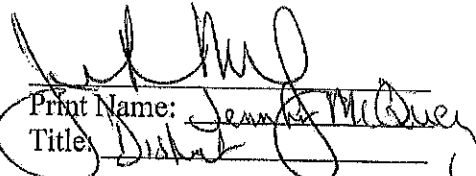
ATTEST:

  
Print Name: Jennifer McQueary  
Title: District Manager

VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT NO.  
13

Karen L. Crews  
Print Name: Karen L. Crews  
Title: Chairman

ATTEST:

  
Print Name: Jennifer McQueary  
Title: District Manager

BROWNWOOD COMMUNITY  
DEVELOPMENT DISTRICT

Lester Coogan  
Print Name: LESTER COOGAN  
Title: CHAIRMAN

ATTEST:

*Candice Harris*

Print Name: Candice Harris  
Title: Deputy District Clerk

SUMTER LANDING  
COMMUNITY DEVELOPMENT  
DISTRICT

*Mike Banning*

Print Name: Mike Banning  
Title: Chairman

EXHIBIT "A"

A. LANDSCAPED RIGHTS-OF-WAY INCLUDING STREET LIGHTING AND ASSOCIATED WALLS AND FENCING EXCEPT VILLAGE/NEIGHBORHOOD ENTRY FEATURES

1. County Road 466
2. County Road 466A from County Road 139 East to the Lake County line. The southerly ROW of CR466A from the Lake County line to the easterly boundary of Villages of Fruitland Park DRI. (less portions abutting Colony Plaza, Pinellas Plaza, and Colony Professional Plaza)
3. Rainey Trail
4. Stillwater Trail -- between Morse Boulevard and Buena Vista Boulevard
5. Buena Vista Boulevard South of County Road 466
6. Morse Boulevard South of County Road 466
7. Old Mill Run from Buena Vista Boulevard east to the property line boundary of CDD No. 6 to the north and CDD No. 8 to the south.
8. The northerly ROW at State Road 44 adjacent to Villages of Wildwood DRI and Villages of Sumter DRI
9. That portion of County Road 44A lying adjacent to Villages of Wildwood DRI and Villages of Sumter DRI
10. Powell Road from northerly ROW at State Road 44A to northerly ROW at State Road 44
11. That portion of Colony Boulevard from the intersection of Morse Boulevard, to the west side of Sembler Way.
12. Portions of Warm Springs Avenue (fka CR 468) from U.S. Highway 301 east to Morse Blvd.
13. County Road 501.
14. Marsh Bend Trail from Samuel Villas entry road easterly to Warm Springs Avenue (fka 468) less that portion of the south right of way abutting Magnolia Plaza north of the tunnel.
15. Fenney Way from Warm Springs Avenue (fka CR 468) southeasterly to Spanish Moss Way.

B. ENTRY FEATURES

1. Morse Boulevard at (a) County Road 466, (b) County Road 466A, and (c) State Road 44
2. Belvedere Boulevard and County Road 466
3. Buena Vista Boulevard at (a) County Road 466, (b) County Road 466A, and (c) State Road 44
4. Canal Street and County Road 466A
5. Powell Road and State Road 44
6. Drake Drive and CR466A
7. Warm Springs Avenue (kna CR 468) and Fenney Way West
8. Warm Springs Avenue (fka CR 468) and Fenney Way East



C. LAKES, SHORELINES, CONSERVATION, STORMWATER MANAGEMENT SYSTEM, BUFFER AREAS, AND GREEN SPACES

1. Dry Prairie- Miona Prairie Reserve
2. Unit 79 Kestrel Reserve- Gary Mark Kestrel Preserve
3. Liberty Park Gopher Tortoise Preserve
4. Lake Miona and Black Lake Conservation, Mitigation and Buffer Areas
5. Maintenance obligation for the Stormwater Management System (SWMS). The SWMS includes Lake Sumter, the Stormwater Retention Basins (SRB), other Water Retention Areas (WRA), underground stormwater conveyance systems and similar areas conveyed to those Community Development Districts (CDD's) or over which CDD's have assumed maintenance but excluding such bleed down underground conveyance systems operated pursuant to the VWCA and SWCA irrigation systems and not part of the SWMS.
6. Sharon Rose Wiechens Preserve
7. Evans Prairie Conservation Area, and all other Conservation Areas, Reserves, Preserves, Mitigation Areas and other similar areas required by the Villages of Wildwood DRI, Villages of Sumter DRI and Villages of Fruitland Park DRI or required by government regulation of general application.
8. Reader Wildlife Preserve
9. Hogeye Sink Preserve
10. Green spaces associated with transportation, multi-modal, golf cart and pedestrian paths and trails listed in Section "D".

D. TRANSPORTATION TRAILS

1. Those transportation, multi-modal, golf cart and pedestrian paths and trails within the Project; but excluding (a) those trails/paths lying within the paved surface of a road right-of-way, (b) golf cart paths and trails which are part of and necessary to play any particular golf course, (c) the portion of that trail along Fenney Way from the entry road of Fenney Recreation Center easterly to Warm Springs Avenue (fka CR 468), (d) that trail along Marsh Bend Trail from Samuel Villas entry road westerly to Pearlman Way, and (e) that trail along Corbin Trail.

E. TUNNELS

1. Morse Boulevard
2. Stillwater Trail
3. County Road 466
4. Buena Vista Boulevard
5. Belvedere Boulevard
6. County Road 466A
7. Rainey Trail
8. County Road 44A
9. Powell Road
10. Marsh Bend Trail
11. Warm Springs Avenue (fka CR 468)
12. County Road 501

F. OTHER

1. The Landing
2. The Lake Sumter Landing Lighthouse
3. Lake Sumter Landing Market Square
4. "The Villages" Welcome signs on County Road 466, County Road 466A and State Road 44.
5. Paddock Square

**JOINDER AND CONSENT**

**Name of Community Development District:** Village Community Development District No. X

**Effective Date of Joinder and Consent:**

**RE:** Third Amended and Restated Interlocal Governmental Agreement for Maintenance of Project Wide Improvements dated the \_\_\_\_\_, 2019, among Village Community Development District No. 5, Village Community Development District No. 6, Village Community Development District No. 7, Village Community Development District No. 8, Village Community Development District No. 9, Village Community Development District No. 10, Village Community Development District No. 11, Village Community Development District No. 12, Village Community Development District No. 13, Sumter Landing Community Development District, Brownwood Community Development District (the "Interlocal Agreement").

The undersigned being a community development district formed and operating within the Project, as defined in the Interlocal Agreement, hereby consents to and joins in the Interlocal Agreement and agrees to be bound by the terms and provisions thereof.

**VILLAGE COMMUNITY DEVELOPMENT  
DISTRICT NO. X**

**ATTEST:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_ District Manager

\_\_\_\_\_  
, Chairman