

## IRRIGATION SYSTEM COST SHARING AGREEMENT

This Irrigation System Cost Sharing Agreement (this "Agreement") is entered into this 19th day of April, 2016, between the **Hawk's Point Community Development District** (the "District"), a special purpose unit of local government organized and existing under Chapter 190, Florida Statutes, whose mailing address is 15310 Amberly Drive, Suite 175, Tampa, Florida 33647, the **Hawks Point Homeowners Association, Inc.**, a Florida non-profit corporation, whose mailing address is 6972 Lake Gloria Blvd, Orlando, Florida 32809 (the "HP Association"), and the **Hawks Point West Homeowners' Association, Inc.**, a Florida non-profit corporation, whose mailing address is 6972 Lake Gloria Blvd, Orlando, Florida 32809 (the "HP West Association").

*20th day of December, 2017*  
*to*

### Background Information

The parties share the irrigation system within the community. The parties desire to share the utility, operation, maintenance, repair, and replacement expenses for the irrigation system. The parties have agreed to divide up the costs related to the irrigation system based upon the estimated use of the irrigation system by each entity as further described below.

### Operative Provisions

1. **Incorporation of Background Information.** The foregoing Background Information is true and correct and is hereby incorporated into this Agreement by this reference.
2. **Irrigation Zones.** The irrigation zones in the community are as follows:

Controller / Well Location	Total Zones	District Zones	HP Association Zones	HP West Association Zones
South West Controller 11th St	25	20 (80%)	5 (20%)	0
Club House 11th St.	15	6 (40%)	9 (60%)	0
24th St. North Controller	13	5 (38%)	8 (62%)	0
West Controller	75	17 (23%)	0	58 (77%)
<b>Totals Zones</b>	<b>128</b>	<b>48</b>	<b>22</b>	<b>58</b>

3. **Payments.**
  - a. The District shall timely pay all invoices from contractors with whom the District has contracted to provide regular irrigation services.
  - b. The District shall submit a copy of any invoice for irrigation services to the HP Association and HP West Association each month.

- c. The HP Association and the HP West Association hereby covenant and agree to pay during the term hereof, to the District on the 15th day of each and every month thereafter for the term hereof, their fair share of the expenses for the utilities, operation, maintenance and repair of the irrigation system for the previous month pursuant to the corresponding percentages listed above for each of the controller/well locations.
- d. In the event that the irrigation system needs to be replaced, the HP Association and the HP West Association shall be responsible for paying the District their fair share of the costs to replace the irrigation system pursuant to the corresponding percentages listed above for each of the controller/well locations.

4. **Term.** This Agreement shall become effective as of the date of this Agreement, and shall remain in effect for ten (10) years from that date. This Agreement shall automatically renew annually thereafter, unless terminated by any party in accordance with this Agreement.

5. **Termination.** Any party may terminate this Agreement at any time without cause by providing at least ninety (90) days written notice of its intent to terminate this Agreement.

6. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators, and legal representatives of the parties hereto.

7. **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.

8. **Non-Waiver.** No waiver of any covenant or condition of this Agreement by any party shall be deemed to imply or constitute a further waiver of the same covenant or condition or any other covenant or condition of this Agreement.

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

10. **Governing Law.** This agreement shall be governed by Florida law with venue in Hillsborough County, Florida.

11. **Enforcement of Agreement.** In the event either party is required to enforce this Agreement or any provision hereof by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

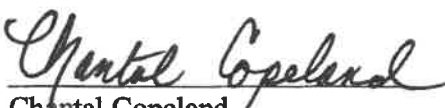
12. **Third Party Beneficiaries.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the District, the HP Association, and the HP West Association. This Agreement is solely for the benefit of these parties and no right or cause of action shall accrue upon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


13. **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 District, the HP Association, and the HP West Association have caused this instrument to be executed as of the date first above written, by their respective officers or parties thereunto duly authorized.


**Hawk's Point Community  
Development District**

By:   
Chantal Copeland  
Chair of the Board of Supervisors

**Hawks Point Homeowners  
Association, Inc.**

By:   
WILLIAM HATHAWAY 1/16/2018  
Print Name

**Hawks Point West Homeowners'  
Association, Inc.**

By:   
Kerstin Wade 12/20/17  
Print Name