

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

This **FOURTH AMENDED AND RESTATED INTERLOCAL GOVERNMENTAL AGREEMENT** (“Agreement”) is made effective October 1, 2022 (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, BROWNWOOD COMMUNITY DEVELOPMENT DISTRICT and SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT (sometimes collectively referred to as the “Parties”),

GENERAL RECITALS

1. The Villages of Lake-Sumter, Inc. (“VLS”) is the developer of the Villages of Sumter and the Villages of Fruitland Park, each a mixed-use Development of Regional Impact, and other areas within Lake and Sumter Counties south of the northly right-of-way of CR466 and north of the Southerly right-of-way of SR44 (a territory referred to herein as the “Project”), all of which form parts of an larger developed area commonly known and referred to as The Villages.

2. Pursuant to the development of the Project, VLS has created 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. The Districts within the Project desire to enter into this Agreement to efficiently and cooperatively provide for the maintenance of Project Wide Improvements.

RECITALS OF AGREEMENT HISTORY

6. Effective August 29, 2003, Village Community Development District No. 5 and Sumter Landing Community Development District (“SLCDD”) 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 Villages of Sumter DRI from CR 466A north through CR 466.

7. 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. All other Parties subsequently joined in the Agreement as amended from time to time and in effect at the time of each respective joinder.

8. 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.

9. After the adoption of the Second Amended and Restated Agreement, VLS continued to form community development districts pursuant to the Act including Village Community Development District No. 11, Village Community Development District No. 12 and Village Community Development District No. 13. Each of these Districts executed a joinder agreement to participate in the Agreement then in effect. A Third Amended and Restated Interlocal Agreement for the Maintenance of Project Wide Improvements (the "Third Amended and Restated Agreement") was made to further expand the Project territory to incorporate those Districts and areas south of the southerly right-of-way of SR 44 developed or to be developed in the future as part of The Villages.

RECITAL OF PRESENT INTENT

10. Village Community Development District No. 12 and Village Community Development District No. 13, acting through their boards and with the consent of all Parties, have determined to terminate their participation in this Agreement and to enter into a separate interlocal agreement with SLCDD for maintenance of project wide improvements within their respective boundaries, and it is anticipated that any future community development districts established by VLS south of SR 44 will join and participate in that new interlocal agreement instead of this Agreement; accordingly, the remaining Parties desire to limit the Project territory to exclude the areas South of SR 44 and otherwise modify terms as set forth 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 Fourth 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 specifically described and depicted on the maps and graphics attached in *Exhibit "A"*. As additional Project Wide Improvements are developed within the Project, Exhibit "A" may be modified by resolution of SLCDD, provided that the same has been considered for recommendation by the PWAC as set forth in Paragraph 6 below. The Project Wide Improvements do not include any improvements owned by Village Community Development District No. 12 or Village Community Development District No. 13.

4. **MAINTENANCE OF PROJECT WIDE IMPROVEMENTS.** SLCDD shall coordinate and supervise the maintenance of Project Wide Improvements. SLCDD 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.

6. **PROJECT WIDE ADVISORY COMMITTEE.** SLCDD has, by resolutions, established a Project Wide Advisory Committee ("PWAC") to provide input, explore issues and provide advice and recommendations on issues related to maintenance of Project Wide Improvements. Each Party, other than SLCDD, shall provide a Supervisor from its own board to serve on the PWAC. As they relate to Project Wide Improvements, the resolutions provide that duties of the PWAC include monitoring and recommending pertinent and significant aspects of the project wide maintenance process, and specifically to i) review and recommend an annual budget to SLCDD, review budget to actual statements and review and recommend all capital expenditures through the budget process or outside the budget process as the need develops; ii) review and recommend all contract renewals and bid and proposal awards to SLCDD; and iii) explore significant and important issues, including but not limited to any changes or amendments to Exhibit "A" as they arise and provide advice and recommendations to the board. It is the intent of SLCDD to enact, adopt, or put into place those rules, policies, procedures and other actions of the PWAC within the scope of PWAC powers and to approve and enter into those contracts and disburse those funds necessary and proper to implement the actions of the PWAC. The resolutions provide that should the SLCDD not agree with the PWAC recommendations and if a delay will not

adversely affect operations, a joint meeting shall be scheduled between SLCDD and PWAC to discuss the recommendation prior to final action of the SLCDD. Annually, and as situations may require, the Chairman of the SLCDD or the chairman's designee shall attend a PWAC meeting to discuss any issues or concerns and provide feedback to the PWAC concerning upcoming or pending community direction and plans.

7. **TERM.** Unless earlier terminated or extended by mutual agreement of parties, this Agreement shall expire ten (10) years from the date hereof. This Agreement shall automatically renew for successive ten (10) year periods unless at least one Party provides notice to the other Parties of an intention to non-renew or request modification of the contract at least eighteen (18) months prior to the end of the initial term or any renewal term.

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 October 1, 2022.

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

ATTEST:

Print Name: _____
Title: _____

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 5**

Print Name: _____
Title: _____

ATTEST:

Print Name: _____
Title: _____

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 6**

Print Name: _____
Title: _____

ATTEST:

Print Name: _____
Title: _____

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 7**

Print Name: _____
Title: _____

ATTEST:

Print Name: _____
Title: _____

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 8**

Print Name: _____
Title: _____

ATTEST:

Print Name: _____
Title: _____

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 9**

Print Name: _____
Title: _____

ATTEST:

Print Name: _____
Title: _____

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO.
10**

Print Name: _____
Title: _____

ATTEST:

Print Name: _____
Title: _____

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO.
11**

Print Name: _____
Title: _____

ATTEST:

Print Name: _____
Title: _____

**BROWNWOOD COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Title: _____

ATTEST:

Print Name: _____
Title: _____

**SUMTER LANDING
COMMUNITY DEVELOPMENT
DISTRICT**

Print Name: _____
Title: _____