

RIVERWOOD COMMUNITY AGREEMENT FOR LANDSCAPE MAINTENANCE

This Riverwood Community Agreement For Landscape Maintenance (“Agreement”) is entered into by and between the Riverwood Community Development District, an independent special district established pursuant to the provisions of Chapter 190, Florida Statutes (“District”) and the Riverwood Community Association, Inc., a Florida not-for-profit corporation (“Association”).

WHEREAS, the District and the Association each have ownership or control of certain lands within the Riverwood community for which they are responsible for maintaining; and

WHEREAS, the District and the Association have determined that it is in the best interests of both parties and the Riverwood community to coordinate in the provision of landscape maintenance services, to achieve cost savings for the community, ease of administration, and a consistent landscaping appearance.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and the Association agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein by reference.
2. Landscape Maintenance Services. The Association shall provide for the maintenance of all grassed and landscaped areas of the District, including without limitation cutting, spraying, edging and fertilizing, as well as routine operation and maintenance of the surface elements of the irrigation system, including surface feeder lines, spray heads, zone valves, etc., but excluding the main irrigation system and pumps located at the effluent pond and on golf course property. These maintenance services shall be performed at the level of quality and frequency necessary in the Association’s reasonable opinion, and consistent with the practices of the Association with respect to the Association property. The Association shall be solely responsible for all costs associated with performing the services. It is anticipated by the parties that the Association will provide the maintenance services through a subcontracted vendor.
3. Consideration; Maintenance Fee. Both parties expect to achieve cost savings for their respective organizations and their members or constituents, as well as to reap the mutual benefits associated with having a unified landscape maintenance plan for the community, including increased property values. The parties agree that these benefits alone are sufficient consideration to support the Agreement. However, as additional consideration, the District shall pay to the Association a fee of \$10.00 per year in advance for the performance of the landscape maintenance services described in this Agreement.
4. Term. This Agreement shall commence on October 1, 2014, and shall terminate on December 31, 2019, unless otherwise terminated as provided herein or extended by mutual

agreement of the parties in writing. Either party may terminate this Agreement without cause at any time upon providing a minimum of ninety (90) days written notice to the other party.

5. Insurance. The Association shall procure at its expense and at all times include the District as an additional insured on comprehensive liability policies to cover the maintenance responsibilities set forth in this Agreement. The insurance policy currently maintained by the Association is deemed acceptable to the District.

6. Independent Contractor Status. It is the intention of the parties hereto that their relationship, as created by this Agreement, is that of an independent contractor and contractee, and that this Agreement shall not create any other relationship, whether partnership, joint venture, agency, or otherwise, between the parties. Except as otherwise expressly provided in this Agreement, the Association shall not hereby acquire any authority, whether actual, express, implied or apparent, to bind or otherwise obligate the District in any capacity.

7. Public Records. Solely in regard to the Association's maintenance of landscaping on CDD-owned property as contemplated by this Agreement, to the extent the Association is deemed to be "acting on behalf of" the District, as that term is defined under Florida law related to public records, the Association shall:

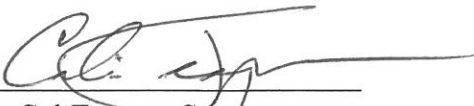
- a. Keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Association upon termination of the Agreement and destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.


[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement below.

Attest:

Riverwood Community Development District

By: 
Cal Teague, Secretary

By: 
Rita Anderson
Chair, Board of Supervisors

Witness:

Riverwood Community Association, Inc.

By: 
Connie Bittle, Manager

By: 
Dale Bertsch, President