

## AGREEMENT

This AGREEMENT is made and entered into as of this 3 day of January, 2022, by and between HERITAGE OAK PARK COMMUNITY DEVELOPMENT DISTRICT, a community development district established and existing pursuant to Chapter 190, Florida States (the "HOPCDD") and HERITAGE OAK PARK COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation ("HOPCA").

### RECITALS

WHEREAS on January 1, 2021, the HOPCDD and HOPCA entered into a one year agreement for the HOPCDD to provide specific services for a fee; and

WHEREAS, HOPCA recognizes that certain services provided by the CDD will still need to be provided by mutual agreement; and

WHEREAS, HOPCA desires to share current facilities with the CDD to be able to provide the services they are responsible for; and

NOW, THEREFORE, for and in consideration of contributions identified within this agreement, the HOPCDD and HOPCA agree as follows:

1. The Parties agree to share HOPCDD facilities and equipment for which HOPCA will pay HOPCDD annual \$3,000. Payments will be made in four equal installments on or before January 1, April 1, July 1 and October 1 of each year. The facilities and equipment are identified as the "office package" and will include but not limited to the following:
  - a. Office furniture, including shared access to the fax/copier
  - b. Janitorial services
  - c. Telephone services
  - d. Fax service
2. The Parties agree to share equally the expense of supplies related to the operations of the office equipment identified above. All costs of other supplies and materials (i.e. desks, etc.) will be paid by the organization which incurs those costs.
3. Should HOPCDD's base fax, telephone or copier expenses increase as a result of circumstances not attributable to HOPCDD, HOPCA will share one half (1/2) of those increases as per item 1 above.
4. All identifiable overage costs such as long distance telephone charges, faxes, copies, etc incurred by a Heritage Oak Park Association or Neighborhood will be paid by the organization which incurs those costs.
5. HOPCA agrees that certain expenses related to the irrigation system for Heritage Oak Park are related to HOPCA obligations. Based upon the representations of the CDD, HOPCA pay \$30,000 annually

for irrigation normal irrigation repairs. Payments will be made in four equal installments on or before January 1, April 1, July 1 and October 1. Normal repairs can consist of but not limited to the following:

- a. Broken heads
- b. Clogged nozzles
- c. Capping of a head
- d. Minor lateral line repair

Any repairs that are above and beyond as previously mentioned, a proposal shall be submitted to the Property Manager for approval. Such repairs or improvements are but not limited to the following:

- a. Relocation of irrigation head
- b. Pipe rerouting
- c. Adding an additional irrigation head
- d. Changing type of head

**Notices.** Any notice, request, demand, instruction or other communication to be given to any party hereunder shall be in writing and either hand delivered, delivered by overnight courier, regular U.S. Mail, electronic mail addressed as follows:

If to HOPCDD: Heritage Oak Park Community Development District  
Attn: District Manager  
Inframark  
19520 Heritage Oak Blvd  
Port Charlotte, FL 33948  
Email: Bob.Koncar@Inframark.com

With a copy to: Chairman, HOPCDD  
19520 Heritage Oak Blvd  
Port Charlotte, FL 33948  
Email:

If to HOPCA: Heritage Oak Park Community Association, Inc.  
Attn: Property Manager  
19520 Heritage Oak Blvd  
Port Charlotte, FL 33948  
Email: hopcacam@outlook.com

With a copy to: President, HOPCA, Inc.  
19520 Heritage Oak Blvd.  
Port Charlotte, FL 33948  
Email: hopcapresident@outlook.com

And shall be deemed received (i) three days after depositing the notice in the United States Mail, postage prepaid, (ii) one business day after depositing notice with a nationally recognized overnight carrier; or (iii) upon delivery if hand delivered or sent by electronic mail. The addressees and the addresses for the purpose of this Section may be changed by either party by giving written notice of such change to the other party in the manner provided herein.

**Modification/Termination.** This agreement shall be effective for three (3) years from the day and year above written, and after three years shall automatically renew for following two-year terms unless amended or terminated by either party. This Agreement may only be amended by a written document executed by both Parties. This Agreement may be terminated at the end of each term by either party upon written notice of at least one hundred twenty (120) days prior to the end of the term. Upon any termination of this Agreement, each party shall be responsible for maintaining its own properties.

**Effective Date.** This Agreement shall become effective and immediately supersede all Prior Agreements upon execution by both the HOPCDD and HOPCA. The effective date of this Agreement (the “Effective Date”) shall be the date on which the final agreed upon version of the Agreement has been fully executed by the Parties and a fully executed copy delivered by the last party to sign to the other party.

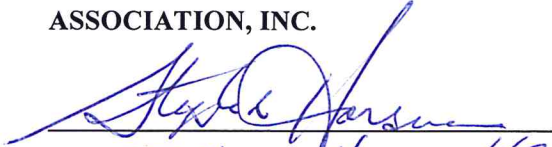
**Entire Agreement.** This Agreement contains the entire agreement of the Parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the Parties.

**Counterparts:** This Agreement may be executed in several counterparts or by separate instruments, and all of such counterparts and instruments shall constitute one agreement, binding on all of the Parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this document the day and year first above written.

HOPCA:

HERITAGE OAK PARK COMMUNITY  
ASSOCIATION, INC.

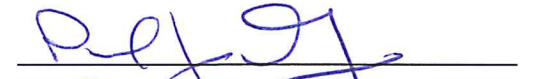
  
By: STEPHEN HERSMAN (PRESIDENT)

Date: 2/1/2022


Attest:   
By: Carol L. Santiago

HOPCDD:

HERITAGE OAK PARK COMMUNITY  
DEVELOPMENT DISTRICT

  
By: Paul J. Salvo Jr

Date: 2-01-22

Attest:   
By: Michelle Kay 2-1-22