

AGREEMENT BETWEEN THE HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT AND THE STONEYBROOK GOLF CLUB REGARDING REVENUE SHARING FOR GOLF BALL RETRIEVAL SERVICES

This Agreement is made and entered into this 17th day of December, 2013, by and between:

Heritage Harbour South Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Manatee County, Florida, whose address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the "District"), and

Stoneybrook Investors, LLC, a Florida limited liability company, whose address is 8000 Stone Harbour Loop, Bradenton, Florida 34212 (the "Golf Club").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established by ordinance of the Board of County Commissioners of Manatee County, Florida, for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including surface water management systems, roadways, landscaping, water and wastewater facilities, recreation and other infrastructure improvements; and

WHEREAS, the District owns lakes and waterways where golf balls end up as a part of daily golf course usage; and

WHEREAS, the Stoneybrook Golf Club has entered into and may from time to time enter into additional separate agreements with a vendor who will provide the service of retrieving abandoned golf balls from the lakes and waterways ("Vendor") and pay the Golf Club for those golf balls retrieved; and

WHEREAS, because the amount of retrieved golf balls is a continually non pre-determinable number, it is understood that the revenue from such retrieval is also not pre-determinable; and

WHEREAS, the Golf Club has agreed, in exchange for the authorization to allow its Vendor to enter into the District-owned lakes and waterways, to equally share with the District the revenues gained from the golf ball retrieval.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Recitals. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. Description of Revenue Sharing Agreement. Through a separate agreement with a Vendor (which current agreement is attached hereto as Exhibit "A" and hereinafter referred to as the "Vendor Agreement"), the Golf Club has contracted with a Vendor to retrieve golf balls from the

District-owned lakes and waterways on and/or adjacent to the golf course lands. Pursuant to the Vendor Agreement, the Vendor agrees to remit payment to the Golf Club of an amount determined by the number and quality of the golf balls retrieved. In consideration for the District granting access to the District-owned lakes and waterways for the purpose of retrieving abandoned golf balls, the District and the Golf Club have agreed to an even 50/50 split of the revenue received from the Vendor. Any change in use of the current Vendor will require the written consent of the District as to the Vendor and form of agreement. Such consent shall not be unreasonably withheld.

3. Payment. The Vendor will pay the Golf Club an amount determined by the number and quality of the golf balls retrieved and for the Vendor to keep. Following payment from the Vendor, the Golf Club will forward one-half of the revenue to the District. The Golf Club shall maintain records conforming to usual accounting practices and with payment to the District, the Golf Club will attach a complete accounting of all sums received from the Vendor as well as any additional supporting information as the District may reasonably require the Golf Club to provide.

4. Term and Renewal. The term of this Agreement shall be one year from execution by the last of both parties to this Agreement. However, in addition to any other termination language provided in this Agreement, the Agreement may be terminated by either party thereto in their sole and absolute discretion, with or without cause, upon thirty (30) days written notice sent to the other party at the address of such other party as set forth in this Agreement or such other address provided in writing by the party to which the notice is to be sent. Upon any termination of this Agreement, the District shall be entitled to payment for revenues collected by the Golf Club prior to and during the thirty day period. This Agreement renews automatically for one (1) year periods unless terminated or modified as referenced herein.

5. Duties and Rights of Golf Club. The Golf Club shall be solely responsible for overseeing the golf ball retrieval being done by the Vendor and shall use its best efforts to assure the Vendor is using due care to protect the property of the District, its residents, and landowners from damage. The Golf Club shall supervise and direct the Vendor's performance to the best of its ability, giving all attention necessary for such proper supervision and direction. The Golf Club shall use its best efforts to assure the Vendor adheres to and implements all safety orders, precautions, and programs necessary for reasonable safety during performance of the Vendor Agreement.

6. Insurance. Before performing any services related to the Vendor Agreement, the Golf Club shall assure that the Vendor has secured insurance for the performance of its services with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury	\$1,000,000/\$2,000,000
Property Damage	\$1,000,000/\$2,000,000

The District shall be provided a certificate naming the District, its Supervisors, Officers, Agents, Employees and Volunteers as additional insureds. At no time shall Vendor be without insurance in

the above amounts. Any Vendor Agreement shall further provide that no policy may be canceled during the term of the Vendor Agreement without written notice to the District. Insurance shall be from a reputable insurance carrier subject to the reasonable approval of the District. If at any time the Vendor fails to adhere to the referenced insurance requirements, the District has the right to terminate this Agreement immediately.

7. District Representative. The District designates its District Manager to act as the District's representative with respect to this Agreement. The District Manager shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to this Agreement.

8. Assignment. Neither the District nor the Golf Club may assign this Agreement without the prior written approval of the other. Any purported assignment without such written approval shall be void. The Golf Club binds itself, its partners, successors, assigns, and legal representatives to the District and any of the District's successors, assigns, and legal representatives of the District in respect of all covenants, contracts, and obligations contained in this Agreement. No employees, agents or representatives of the District are personally or individually bound by this Agreement.

9. Attorney's Fees. If any litigation occurs between the parties as a result of this Agreement or any other document or act required by this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and all court costs including attorney's fees and court costs incurred in any appellate and/or bankruptcy proceedings as well as proceedings to determine entitlement to fees and costs.

10. Agreement. This instrument shall constitute the final and complete expression of this Agreement between the District and the Golf Club relating to the subject matter of this Agreement.

11. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Golf Club.

12. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Golf Club, both the District and the Golf Club have complied with all the requirements of law, and both the District and the Golf Club have full power and authority to comply with the terms and provisions of this instrument.

13. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District: Heritage Harbour South Community
Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager

With a copy to: Andrew H. Cohen, Esq.
6853 Energy Court
Lakewood Ranch, FL 34240

If to the Golf Club: The Stoneybrook Golf Club
8000 Stone Harbour Loop
Bradenton, Florida 34212

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Golf Club may deliver Notice on behalf of the District and the Golf Club, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

14. Third Party Beneficiaries. This Agreement is solely for the benefit of the District and the Golf Club and no right or cause of action shall accrue upon or by reason, 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 corporation other than the District and the Golf Club any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Golf Club and their respective representatives, successors, and assigns.

15. Controlling Law. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any dispute shall be Manatee County, Florida.

16. Effective Date. This Agreement shall be effective after execution by both the District and the Golf Club and shall remain in effect for the term as referenced above.

17. **Public Records.** The Golf Club understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may be treated as such in accordance with Florida law.

18. **Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

19. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Golf Club as an arm's length transaction. The District and the Golf Club participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

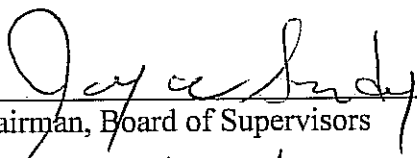
20. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

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

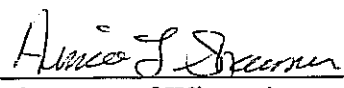
Attest:

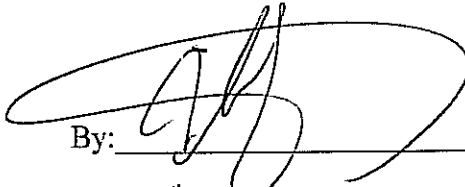
**HERITAGE HARBOUR SOUTH
COMMUNITY DEVELOPMENT DISTRICT**


Secretary/Assistant Secretary


Chairman, Board of Supervisors
Date: 12/19/13

STONEBROOK INVESTORS, LLC


(Signature of Witness)

By: 
Its: GENERAL MANAGER

Aimee L Shannon
(Print Name of Witness)

Date: 12/6/13

CONTRACT FOR GOLF BALL RECOVERY SERVICE

S&S GOLF BALL
9100 52 WAY
PINELLAS, PARK FL. 33782
727-543-4217

S&S Golf Balls (hereafter referred to as S&S) agrees to recover golf balls from **Stoneybrook Golf Club**. In return for sole golf ball recovery rights to the above named course, S&S agrees to pay ten cents (.10) to **Stoneybrook Golf Club** per useable golf ball recovered from the course.

There are two payment options available: (1) pay every 30 days for golf recovered, or, (2) pay when a balance of \$1,000.00 is owed to **Stoneybrook** for golf balls recovered.

In addition S&S has supplied a copy of the liability insurance policy and agrees to maintain the liability insurance policy. The Tax ID for S&S is 45-5088795. This contract shall remain in effect from the date signed and entered until either party chooses to dissolve this contract by giving a 30 day written notice to cancel.

Additional terms/payment choice:

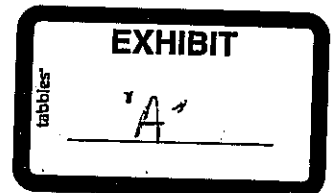
PAYMENT OPTION (2)

Signature for S&S Golf Balls

[Signature] Date 12/22/13

Signature for Stoneybrook Golf Club

[Signature] Date 12/6/13





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/20/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Florida West Insurance, Inc. 12749 W Hillsborough Ave, Suite A Tampa, FL 33635	CONTACT NAME: PHONE (A/C No. Ext): 813-886-4446 FAX (A/C No.): 813-886-3784 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED S & S Golf Balls, Inc. 9100 - 52nd Way, N Wesley Stanfield Pinellas Park, FL 337825113	INSURER A: Atlantic Specialty	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		VBA251927	7/22/13	7/22/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				W/ STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**
 Heritage Harbour South Community Development District
 c/o Stoneybrook Golf Club
 8000 Stone Harbour Loop
 Bradenton, FL 34212

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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