

IRRIGATION WELL PUMP COST SHARING AGREEMENT

This Irrigation Well Pump Cost Sharing Agreement (the “**Agreement**”) is entered into this 21st day of January, 2015, by and between the **K-Bar Ranch Community Development District** (the “**District**”), a special purpose unit of local government organized and existing under Chapter 190, Florida Statutes, whose mailing address is 3434 Colwell Ave., Suite 200, Tampa, Florida 33614, and the **Stone Creek Townhomes Owners’ Association, Inc.**, a Florida non-profit corporation, whose mailing address is 12906 Tampa Oaks Boulevard, Suite 100, Temple Terrace, Florida 33637 (the “**Association**”) (collectively, the “**Parties**”).

Background Information.

The Association and the District share an irrigation well pump which is owned and maintained by the Association and is located on the parcel shown on **Exhibit “A”**. The Association and the District desire to share the utility, maintenance, repair and replacement expenses for the irrigation well pump. The District and the Association have determined that based upon estimated use of the irrigation well pump by each entity, the District is responsible for ___% of the costs of the pump and the Association is responsible for ___% of the costs of the pump.

OPERATIVE PROVISIONS

1. **Payments.** The District hereby covenants and agrees to pay during the term hereof, to the Association on the 15th day of each and every month thereafter for the term hereof, ___% of the expenses for the utilities, operation, maintenance and repair of the irrigation well pump for the previous month. In the event that the irrigation well pump needs to be replaced, the District shall be responsible for paying the Association ___% of the costs to replace the irrigation well pump.

2. **Construction of Language.** The term agreement shall be inclusive of each other, also to include renewals, extensions, or modifications of the Agreement. Words of any gender used in this Agreement shall be held to include any other gender, and words in the singular shall be held to include the plural and the plural to include the singular, when the tense requires. The paragraph headings and titles are not a part of this Agreement and shall have no effect upon the construction and interpretation of any part hereof.

3. **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.

4. **Non-Waiver.** No waiver of any covenant or condition of this Agreement by either 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.

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

6. **Renewal and Termination.** This Agreement shall automatically renew on an annual basis. Either party may terminate this Agreement with sixty (60) days written notice to the other party if that party determines that it does not need to use the irrigation well pump any longer.

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

8. **Enforcement of Agreement.** In the event the 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.

IN WITNESS WHEREOF, The District and Association have caused this instrument to be executed as of the date first above written, by their respective officers or parties thereunto duly authorized.

Signed and sealed in the presence of:

**K-Bar Ranch
Community Development District**

**Stone Creek Townhomes Owners'
Association, Inc.,**
a Florida non-profit corporation

By: _____
Betty Valenti
Chair of the Board of Supervisors

By: _____
Name: _____
Title: _____