

**INTERLOCAL AGREEMENT  
FOR CROSS-USAGE OF DISTRICT FACILITIES**

THIS AGREEMENT made and entered into this 20<sup>th</sup> day of April, 2009 by and between:

**Fishhawk Community Development District, a special purpose local government created pursuant to Chapter 190, Florida Statutes (hereinafter referred to as "Fishhawk"); and**

**Fishhawk Community Development District II, a special purpose local government created pursuant to Chapter 190; Florida Statutes (hereinafter referred to as "Fishhawk II"); and**

**Fishhawk Community Development District III, a special purpose local government created pursuant to Chapter 190; Florida Statutes (hereinafter referred to as "Fishhawk III").**

**WITNESSETH:**

WHEREAS, the Fishhawk Community consists of land within the boundaries of Fishhawk, Fishhawk II and Fishhawk III (the "Fishhawk Community") and is being developed to offer a full range of recreational opportunities for its residents; and

WHEREAS, Fishhawk, Fishhawk II and Fishhawk III (the "Districts") have been granted the power to operate recreational facilities for District residents, and the general public pursuant to Chapter 190, Florida Statutes, and their respective enabling Ordinances; and

WHEREAS, the Districts have constructed and will from time to time construct (individually and/or pursuant to Interlocal Agreements) and operate a number of District Facilities.

WHEREAS, the primary purpose of the District Facilities is to provide recreational benefit to the respective District residents and the residents of the Fishhawk Community; and

WHEREAS, each District has a range of District Facilities which are not present in the other Districts, and it is in the best interest of the Districts to broaden the range of recreational opportunities available to their respective residents.

**NOW, THEREFORE, based upon good and valuable consideration and mutual covenants of the parties hereinafter recited, it is agreed as follows:**

1.0 Definitions.

“Districts” shall mean Fishhawk Community Development District, Fishhawk Community Development District II, and Fishhawk Community Development District III.

“District Facilities” shall mean any recreational facilities owned and/or operated by one or more Districts, pursuant to the authority granted by Florida Statutes, Chapter 190, and the enabling Ordinances for the Districts.

“District Policies” shall mean the duly adopted policies, rules and/or regulations of one or more Districts which are applicable to the use of District Facilities, as such policies, rules, and/or regulations may be amended from time to time. The District Policies may be amended from time to time, without the need for re-execution of this Interlocal Agreement, in the event of any changes to District Policies by one of the Districts.

2.0 Reciprocal License to Use District Facilities.

Each District hereby grants to the other District and its residents, the non-exclusive right to use District Facilities in accordance with District Policies. In consideration of the reciprocal rights granted hereunder, no non-resident user fees shall be charged by either Fishhawk, Fishhawk II, or Fishhawk III to residents of the other District. User fees, if any, established for the use of District Facilities shall be the same for all residents of the Districts. Assessments for Operation and Maintenance of District Facilities shall be pursuant to each District’s policies.

3.0 Amendments.

This Agreement may only be amended by an instrument in writing which is executed by all Parties. It is the intent of the Parties to consider an amendment to this Agreement once Fishhawk III has reached the point in its Development where at least 85% of lot closings are anticipated to provide for equal assessments for operations and maintenance of District Facilities for all lots (pursuant to adopted assessment methodologies) in the Districts. Under such amendment, the operation and maintenance obligations of each District would be considered to be operation and maintenance obligations of all Districts, which would create an operation and maintenance assessment amount for District Facilities which will be uniform throughout the Districts. Fishhawk III shall provide written notice to Fishhawk and Fishhawk II that such amendment is to be considered by April 15<sup>th</sup> of the preceding fiscal year that such uniform assessment should occur.

4.0 Effective Date.

This Agreement shall be effective upon the date set forth below.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 20<sup>th</sup> day of April, 2009.

ATTEST:

FISHHAWK COMMUNITY DEVELOPMENT DISTRICT

PETE WILLIAMS AS SECRETARY

KERRI McDOUGALD AS CHAIRMAN

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me on this 20<sup>th</sup> day of April, 2009, by Kerri McDougald, as Chairman of Fishhawk Community Development District, a community development district established pursuant to Chapter 190, Florida Statutes, on behalf of the district. She is () personally known to me; or ( ) has produced \_\_\_\_\_, as identification.

SWORN to and subscribed before me this 20<sup>th</sup> day of April, 2009.

NOTARY PUBLIC-STATE OF FLORIDA  
Eric J. Dailey  
Commission #DD710983  
Expires: DEC. 22, 2011  
BONDED THRU ATLANTIC BONDING CO., INC.

Signature of Notary Public

ERIC J. DAILEY

Printed name of Notary Public

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me on this 21<sup>st</sup> day of April, 2009, by Pete Williams, as Secretary of Fishhawk Community Development District, a community development district established pursuant to Chapter 190, Florida Statutes, on behalf of the district. He is () personally known to me; or ( ) has produced \_\_\_\_\_, as identification.

SWORN to and subscribed before me this 21<sup>st</sup> day of April, 2009.

NOTARY PUBLIC-STATE OF FLORIDA  
Eric J. Dailey  
Commission #DD710983  
Expires: DEC. 22, 2011  
BONDED THRU ATLANTIC BONDING CO., INC.

Signature of Notary Public

Eric J. Dailey

Printed name of Notary Public  
FISHHAWK COMMUNITY  
DEVELOPMENT DISTRICT II

ATTEST:

PETE WILLIAMS AS SECRETARY

THOMAS PANASENY AS CHAIRMAN

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me on this 20<sup>th</sup> day of April, 2009, by Thomas Panaseny, as Chairman of Fishhawk Community Development District II, a community development district established pursuant to Chapter 190, Florida Statutes, on behalf of the district. He is () personally known to me; or ( ) has produced \_\_\_\_\_, as identification.

SWORN to and subscribed before me this 20<sup>th</sup> day of April, 2009.

NOTARY PUBLIC-STATE OF FLORIDA  
Eric J. Dailey  
Commission #DD710983  
Expires: DEC. 22, 2011  
BONDED THRU ATLANTIC BONDING CO., INC.

Signature of Notary Public

ERIC J. DAILEY

Printed name of Notary Public

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me on this 21<sup>st</sup> day of April, 2009, by Pete Williams, as Secretary of Fishhawk Community Development District II, a community development district established pursuant to Chapter 190, Florida Statutes, on behalf of the district. He is () personally known to me; or ( ) has produced \_\_\_\_\_, as identification.

SWORN to and subscribed before me this 21<sup>st</sup> day of April, 2009.

NOTARY PUBLIC-STATE OF FLORIDA  
Eric J. Dailey  
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Signature of Notary Public

ERIC J. DAILEY

Printed name of Notary Public

ATTEST:

PETE WILLIAMS AS SECRETARY

FISHHAWK COMMUNITY  
DEVELOPMENT DISTRICT III

THOMAS PANASENY AS CHAIRMAN

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me on this 28<sup>th</sup> day of April, 2009, by Thomas Panaseny, as Chairman of Fishhawk Community Development District III, a community development district established pursuant to Chapter 190, Florida Statutes, on behalf of the district. He is () personally known to me; or ( ) has produced \_\_\_\_\_, as identification.

SWORN to and subscribed before me this 28<sup>th</sup> day of April, 2009.

NOTARY PUBLIC-STATE OF FLORIDA  
Eric J. Dailey  
Commission #DD710983  
Expires: DEC. 22, 2011  
BONDED THRU ATLANTIC BONDING CO., INC.

Signature of Notary Public

ERIC DAILEY  
Printed name of Notary Public

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me on this 4<sup>th</sup> day of May, 2009, by Pete Williams, as Secretary of Fishhawk Community Development District II, a community development district established pursuant to Chapter 190, Florida Statutes, on behalf of the district. He is () personally known to me; or ( ) has produced \_\_\_\_\_, as identification.

SWORN to and subscribed before me this 4<sup>th</sup> day of May, 2009.

NOTARY PUBLIC-STATE OF FLORIDA  
Eric J. Dailey  
Commission #DD710983  
Expires: DEC. 22, 2011  
BONDED THRU ATLANTIC BONDING CO., INC.

Signature of Notary Public

ERIC J. DAILEY  
Printed name of Notary Public