

MUTUAL COOPERATION AGREEMENT
by and between

UNIVERSITY PARK COMMUNITY ASSOCIATION, INC.
&
UNIVERSITY PARK RECREATION DISTRICT

This Mutual Cooperation Agreement (“Agreement”) is made and entered into as of December __, 2019, by and between University Park Community Association, Inc., a Florida corporation not-for-profit (the “Association”) and University Park Recreation District, (the “District”) (each, individually referred to as a “Party,” and collectively referred to as the “Parties”).

BACKGROUND OF THIS AGREEMENT

- A. University Park is a residential subdivision located in Manatee County, Florida.
- B. The Association:
 - a. is a Florida corporation not-for-profit operating as a homeowners’ association governed by Chapter 720 of Florida Statute and as such owns, manages and operates common land, roads, various infrastructure & associated services, the surface water management system, ground water systems, perimeter access control facilities, and other facilities (collectively, the “Association Property” or “Community”) all located within University Park.
 - b. is the holder of the water rights for University Park pursuant to a South West Florida Water Management District (SWFWMD) Environmental Resource Permits (ERP) for the surface water system including all ponds, associated drainage and other facilities, and a SWFWMD Water Use Permit(s) (WUP) for surface and ground water use in University Park.
 - c. is the owner (sole member) of Park Boulevard Management LLC, a Florida Corporation that employs management and staff to provide management services, under separate management agreements, to the District and the Association.
 - d. is authorized to enter into agreements pursuant to the Declaration of Conditions, Covenants, and Restrictions for the Association, the Articles of Incorporation of the Association, and the Bylaws of the Association.
 - e. consists of individual members who own 1202 Assessable Lots within University Park.
 - f. is governed by a Board of Directors (the “Association Board”).
- C. The District:
 - a. is a recreation district formed under Chapter 418 of the Florida Statutes, Manatee County Code Chapter 2-8, and Manatee County Ordinance 18-29, which owns, operates, and controls certain real property located within the geographic area of the District in Manatee County, Florida, and the buildings, structures and other improvements located thereon including a 27-hole golf course and practice facilities, a pro shop, tennis and fitness center, tennis courts, a croquet court, a clubhouse with kitchen, restaurant, bar, and meeting rooms, maintenance buildings, a golf cart storage facility and other facilities and amenities appurtenant thereto (collectively, the “District Property”).
 - b. is authorized to enter into agreements pursuant to Chapter 418 of the Florida Statutes, Manatee County Code Chapter 2-8, and Manatee County Ordinance 18-29.
 - c. is governed by a Board of Supervisors (the “District Board”).

D. University Park Country Club (the “Country Club”) is a common law trademark of the District and is used in this agreement to refer to the collective recreational facilities operated by the District.

E. Both the Association and the District recognize a strong mutual interest to maintain the long-term viability of University Park as a premier residential community and to cooperate to provide recreation opportunities that enhance the value of the residential real estate investments, the social heart and fabric of the community, Country Club membership, and the community at large.

TERMS AND CONDITIONS OF THIS AGREEMENT

1. Background. The above Background statements are true and correct and are incorporated herein as if set forth below.

2. Information Sharing. Subject to statutory requirements and the Parties’ respective internal regulations, the Parties agree to share information concerning matters of common interest to the extent permitted.

3. Meetings of Representatives.

a. To facilitate the exchange of information concerning general operational matters of common interest, there shall be regular meetings between an Association property management representative and a representative of the on-site Country Club management, which meetings shall occur on an as-needed basis, but not less often than quarterly. Records shall be made and maintained as to matters considered and any operational decisions.

b. The Parties shall each designate a member from the respective Board for the purposes of managing this Agreement and any other significant matters of mutual interest. They shall meet at least twice a year.

4. Cross-billing. Because the District and the Association both serve substantially the same residents and homeowners of University Park, the Parties will seek to avoid charging one another for the usage of the other’s facilities and services in the normal course of business.

5. Major Projects. Except in the case of an emergency, the Association agrees to inform the District and the District agrees to inform the Association at least sixty (60) days prior to any construction, renovation, remodeling, development, road maintenance or repair, landscaping or other projects having a cost in excess of fifty thousand dollars (\$50,000.00) (a “Major Project”) or expected to take over a month to complete, in order to ensure continuity of purpose within the residential community of the Association and the District.

6. Consistent look and image. The Parties recognize the mutual importance of a consistent look and image across the District and Association buildings and the Parties’ landscaping throughout University Park. The Association’s Architecture Committee is the primary source of advice and guidance to both Parties in these matters.

a. The Parties will cooperate on ensuring a consistent look and image for the highly visible University Parkway frontage. In this the Association recognizes the particular importance of the highly-visible University Parkway signage to the financial success of the District’s Country Club operations.

b. All signage that is visible from the roads located within University Park will comply with the restrictions and standards as to the size, color, lettering and location of signs set by the Association.

c. At least sixty (60) days prior to any Major Project affecting the exterior appearance of District facilities, the District shall submit plans to the Association Architectural Committee for its review and comment. Likewise, at least sixty (60) days prior to any Association Major Project that would be visible from District property, the Association shall submit plans to the District for its review and comment. In the case of an emergency declared by the District or the Association, then such party will provide said notice and plans as promptly as possible.

7. Shared Infrastructure, Facilities and Services.

a. The District has a nonexclusive easement for, but not limited to, its Club members, guests, invitees, employees, agents, and contractors of access over: (a) all Community roads to the extent reasonably necessary to travel to and from the Country Club and the entrance to the Community; and (b) all portions of the Community to the extent reasonably necessary for the operation, maintenance, repair and replacement of the Country Club.

b. The Association hereby grants to the District the right of reasonable use of sidewalks, sewage system, drainage system and other facilities located on Association property, which may also serve and benefit the District.

a. The District hereby grants to the Association the right of reasonable use of meeting rooms, parking, and other facilities located on District property, which may also serve and benefit the Association.

d. The District hereby grants the right of reasonable use by Park Boulevard Management LLC, including the Association's property management team of up to six (6) staff, of administration offices on the District's property.

8. Access Control. To protect the residential property of Association members, Association property and District Property, the Parties agree to establish appropriate access control protocols for: the District's representatives and agents; Country Club management, staff and vendors; Country Club members, invitees and guests; and the general public that wish to use the District's recreation facilities.

a. The Association will assist the District in ensuring that such access control protocols are consistent with the District's obligations under Florida Statutes Chapter 418 and under Manatee County Ordinance 18-29.

b. The District will assist the Association in promoting compliance with the Association's speed restrictions on the Association's roads and other safety policies as noticed and issued by the Association.

9. Ground and Surface Water Systems. The Association shall operate and maintain the Surface-water Management System of 49 ponds, associated drainage and ground water pond augmentation facilities. Such operation and maintenance will ensure compliance with the terms of the applicable SWFWMD ERP and WUP. The District agrees to provide the Association reasonable access to District property, for its employees, agents, or contractors for said operation and maintenance

a. The District will assist the Association in maintaining pond 32 and ensuring its compliance with SWFWMD WUP and ERP requirements.

b. The District will assist the Association in maintaining the University Park storm water drainage system, as it pertains to the District's property.

c. The District shall be responsible for all operations, maintenance and repair of the ground water wells and well piping systems identified as wells Nos. 8 and 9, located on pond 32 (as shown on the map attached as Exhibit A, which is incorporated herein by reference). These wells are the primary source of ground water augmentation of pond 32, from which the District obtains its water for irrigation of the golf course, and in compliance with the Association's SWFWMD WUP.

d. In the event that ground water wells Nos. 8 and 9 become inadequate or unavailable the Association (as the WUP permittee) will assist the District in obtaining approval for such wells, pumps and other water facilities as may be necessary to supplement the ground and surface water available to the District, subject however to any limitations that may be applicable under (i) the University Park Country Club Irrigation Water License Agreement, (ii) approval by Manatee County for the drilling of any new well(s) and (iii) approval by SWFWMD for requested modifications to the WUP(s) and ERPs. The District will be responsible for all the costs in obtaining the necessary approvals, drilling the wells and installation of the associated equipment. The Association recognizes the vital nature of the District's irrigation water requirements for the economic viability of the District and the Country Club.

10. The District's Property. The Parties acknowledge and agree that the District Property is not common property of the Association. The District:

- a. shall not significantly change the level of services and amenities offered, membership plans, facilities or public accessibility of the Country Club without prior consultation with the Association.
- b. shall maintain all preservation areas or conservation easements located within its boundaries as required by Manatee County or other governmental authorities.
- c. agrees that no residential or additional commercial uses of District Property shall be authorized unless the same is approved by the Association. The District shall take no action that would violate the development plans or zoning and development codes approved by Manatee County or other governmental authorities for the District property, in particular concerning designated conservation or preservation areas.

11. Resident Membership. The Association shall maintain the requirement that a person who purchases a lot within the University Park community after December 31, 2007, as a condition of ownership, must apply for and maintain in good standing at all times during such person's ownership of the parcel, at a minimum, Resident Membership in the Country Club operated by the District (the "Country Club"). The terms of Resident Membership as set out in Exhibit B are an integral part of this agreement.

12. Marketing of University Park. The Parties recognize the mutual advantage of a unified approach to the marketing, branding, advertising, public relations and social media presence of University Park and the Country Club.

- a. "University Park" is a registered trademark of the Association and "University Park Country Club" is a common law trademark of the District.
- b. A representative(s) of each Party will meet to prepare appropriate marketing plans for submittal to each Board for approval.
- c. All costs related to the above will be attributed to each Party based on an allocation, as recommended to and approved by the Boards.

13. Park Boulevard Management LLC (the "Company"). The Association is the sole member of the Company that provides management and personnel services to both Parties. The Operating Agreement of the Company provides for:

- a. The elected officers of the Association to be the *ex officio* officers of the Company.
- b. The appointment by the sole member of the Company of a three person Management Committee to have full authority to hire, terminate, compensate, supervise, and direct the executives of the Company; and the Association will invite the Chairman of the District's Board, if he/she so chooses, to name a person to represent the District's interests in such matters.
- c. The executives of the Company will include a General Manager, Deputy General Manager and a Director of Finance.

14. Compliance with Legal Requirements. The Parties shall comply in all respects with all applicable legal requirements governing the duties, obligations, and actions of that Party and shall obtain any permits or licenses necessary for its operations. Neither Party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other Party.

15. Dispute Resolution. In the event that a bona fide dispute arises between the Parties, either the Association or the District shall deliver to the other an Intent to Negotiate notice. From delivery of the Intent to Negotiate notice, the Parties shall have sixty (60) days to resolve the dispute through good faith negotiations. If the dispute is not resolved between the Parties within sixty (60) days of delivery of the Intent to Negotiate, the Parties agree to engage in mediation. Within thirty (30) days following the last negotiation session the Parties will select a mediator certified by the Florida Supreme Court. If the Parties cannot agree on a mediator, then each party shall choose a mediator and the two so chosen shall select a third Florida Supreme Court certified mediator, who shall serve as Mediator. The initial mediation session shall be held within thirty (30) days after selection of the Mediator. All costs of the mediation, including the fees of the Mediator, shall be shared equally by the Parties. The Parties will participate in the mediation in good faith. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the Mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either Party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following ninety days from the selection of the Mediator, whichever occurs first (the "Earliest Initiation Date"). The mediation may continue after the commencement of arbitration if the Parties so agree. At no time prior to the Earliest Initiation Date shall either Party initiate an arbitration related to this Agreement. Any arbitration hereunder shall be held before a single arbitrator administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the arbitration award may be entered in any court having jurisdiction.

16. Attorneys' Fees. The prevailing Party in any arbitration shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing Party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

17. Notice Addresses. Any notices permitted or required to be given hereunder shall be in writing and (a) personally delivered or mailed by prepaid U.S. mail or transmitted by electronic mail, to the party to whom such notice is directed, to the addresses below:

UPRD: Attn: Hank Fishkind, PhD
University Park Recreation District
c/o PFM Financial Advisors, LLC
12051 Corporate Boulevard
Orlando, FL 32817
Email: fishkind@pfm.com

With a copy to:

Attn: Mark P. Barnebey, Esq.
Blalock Walters, P.A.
802 11th Street West
Bradenton, FL 34205
Email: mbarnebey@blalockwalters.com

UPCAI:

Attn. President
University Park Community Association, Inc.
8301 The Park Boulevard
University Park, FL 34201
Email:

With a copy to:

Richard A. Ulrich, Esq.
Ulrich, Scarlett, Wickman & Dean, P.A.
713 S. Orange Avel, Ste 201
Sarasota, FL 34236
Email: richard.ulrich@uswdlaw.com

A party may change its address or the person to whom a notice is to be directed by giving notice of such change to the other party pursuant to this Section 16.

18. Governing Law. This Agreement shall be governed by the laws of the State of Florida and venue for any legal action hereunder shall be in Manatee County, Florida.

19. No Joint Venture or Partnership. The Parties to this Agreement are independent contractors and nothing herein shall be deemed to create a joint venture or a partnership. In no event shall either Party be obligated to pay the debts of the other Party. Neither Party is authorized to enter into a contract or agreement for which the other Party is liable to make payment.

20. Complete Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. Any amendments or supplements to this Agreement shall be in writing and executed by both Parties.

21. Force Majeure. If a *force majeure* event beyond the control of the Parties, including but not limited to events such as war, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, and acts of state or governmental action prohibits or impedes any Party from performing its respective obligations under this Agreement, such performance shall be excused to the extent and for so long as that Party is prevented from carrying out its obligations by the event.

22. Severability. In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any aspect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

23. No Waiver. No delay on the part of either Party in exercising any rights hereunder or failure to exercise the same shall operate as a waiver of such rights.

24. Term. This Agreement, as amended from time to time by the Parties, shall survive for so long as both Parties exist.

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be executed and delivered by a duly authorized representative as of the date first above written.

UNIVERSITY PARK COMMUNITY ASSOCIATION, INC., A Florida Corporation Not-for-Profit

By: _____

Name: _____

Title: _____

WITNESS SIGNATURE

Printed Name: _____

WITNESS SIGNATURE

Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed to before me this _____ day of _____, 2019, by _____, as _____ of and on behalf of UNIVERSITY PARK COMMUNITY ASSOCIATION, INC., who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC:

Signature

Print Name: _____

My commission expires: _____

UNIVERSITY PARK RECREATION DISTRICT, a Florida
Recreation District Pursuant to F.S. Ch. 418 and
Manatee County Ordinance 18-29

By: _____
Robert Wood, Chairman

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed to before me this _____ day of _____, 2019, by
_____, as _____ of and on behalf of UNIVERSITY PARK RECREATIONAL DISTRICT,
who is personally known to me or who has produced _____ as identification, on
behalf of the District.

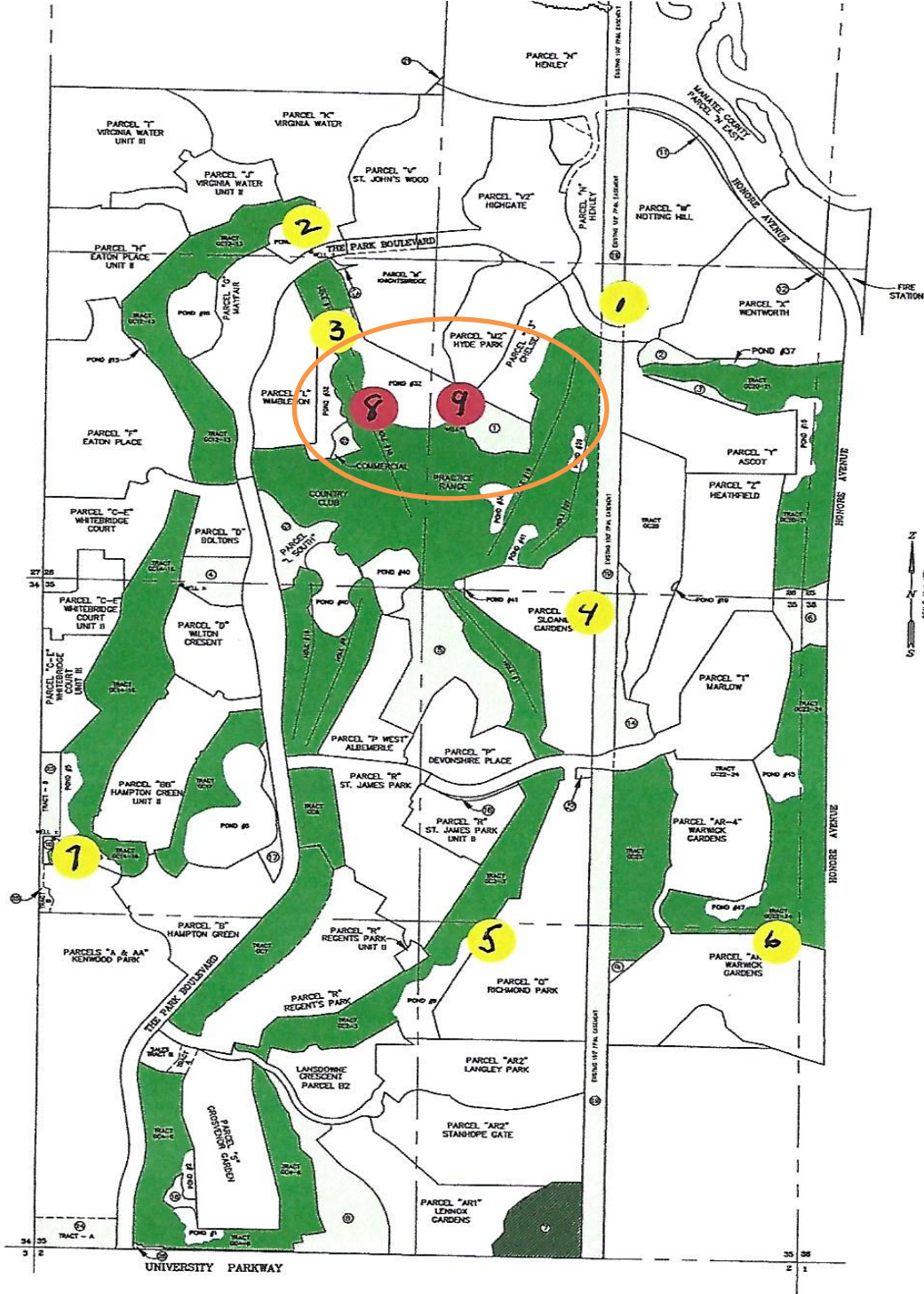
NOTARY PUBLIC:

Signature
Print Name: _____

My commission expires: _____

Exhibit A

Location of Pond 32 and Wells 8 & 9



- PONDS OWNED BY DEVELOPER
- LANDS OWNED BY DEVELOPER
- GOLF COURSE LANDS OWNED BY DEVELOPER

SKETCH
OF
UNIVERSITY PARK PARCELS
LOCATED IN
SECTIONS 25, 26, 35 & 36, TOWNSHIP 35 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

MODIFIED BY UNIVERSITY PARK COUNTRY CLUB 2017

ZNS Engineering, L.C.
 Engineers, Planners, Surveyors, Landscape Architects & Environmental Consultants

201 N. 20th Avenue, Suite 6407 CERTIFICATE OF AUTHORIZATION No. LC 8863 BRANFORDVILLE, FLORIDA 34408
 PHONE: (813) 881-1111 FAX: (813) 748-2112 TELEPHONE: (813) 748-8888
 WWW.ZNSENGINEERING.COM

FILE: J:\UNIVERSITY PARK\GOLF COURSE\2017.dwg DATE: MAY 2017 SCALE: 1" = 200' FT.
 DRAWN: JZ JOB NO.: 2017-001 P.L. NO. SHEET: 1 OF 1

Exhibit B

Required Membership in Country Club

A. **Required Membership in Country Club.** “Resident Membership” shall mean a membership in the Country Club that is designated as such by the Country Club and that includes, at a minimum and to the same extent as is applicable to other memberships in the Country Club, the following rights: (1) the right to use the dining and social facilities of the Country Club, (2) the right to be invited to special member events, and (3) the right to book the dining and social facilities of the Country Club for private events, subject to availability. The exercise of such rights shall be subject to the Country Club’s rules and regulations in the same manner as applies to other Memberships. Resident Membership may, in the sole discretion of the Country Club, include additional rights designated by the Country Club and, moreover, provide rights equivalent to a category of regular membership. Each Person acquiring an ownership interest in a Lot after December 31, 2007, as a condition of such ownership, shall make a bona fide application for a Resident Membership (or, at such Person’s option, a regular membership, provided a regular membership is then available) in the manner prescribed by the Club Bylaws and, if such application is approved by the Country Club, pay to the Country Club such Country Club Charges as are then payable with respect to such Membership and thereafter maintain, for the duration of such Person’s ownership interest in the Lot, such Membership in good standing in accordance with the provisions of the Country Club Bylaws.

B. No Person shall have the right to terminate the obligation for such Person’s Membership as long as such Person holds an ownership interest in a Lot, unless the membership is replaced by another category of membership.

C. No Lot Owner who owns more than one Lot shall be required to acquire, and maintain in good standing, more than one membership.

D. Should Resident Memberships at any time cease to be available, the Country Club will so advise the Association and the obligation herein shall remain, and any affected Lot Owners will be so notified by the Association.

E. The Country Club Charges shall be limited to an initiation fee, an annual food and beverage minimum, annual dues, charges incurred by the member for the voluntary purchase of services or goods from the Country Club, and applicable sales taxes.

F. The Initiation Fee and the Annual Dues for the Resident Membership will not exceed the fee of the minimum membership category of the Country Club. The amount of Dues of the first year of any Residential Membership will be pro-rated based upon the closing date of the Lot’s acquisition.

G. The amount and structure of the food and beverage minimum for any calendar year shall not exceed the amount and structure of the food and beverage minimum applicable to any other category of membership for such calendar year.

H. All charges (excluding taxes and gratuities) incurred by the Member for purchases from the Country Club of food and beverages shall be applied to the food and beverage minimum.

I. Any Person who acquired a Lot prior to December 31, 2007 has no obligation to become at least a Resident Member and any such person who applied for or in the future applies for and accepts any form of Country Club membership and who subsequently decides to resign from that membership retains their right to not be at least a Resident Member.

J. Any Person who acquires an ownership interest in a Lot from a grandparent, parent, spouse, child, or grandchild by gift, devise, inheritance, or operation of law who is exempted under this Article 17.4 has no obligation to become at least a Resident Member. Such a person shall provide legal documentation to the Association affirming such acquisition.