

PREPARED BY AND RETURN TO:

Michael C. Eckert  
Kutak Rock LLP  
107 West College Avenue  
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**AMENDMENT TO THE INTERLOCAL AGREEMENT BY AND BETWEEN HERNANDO COUNTY,  
FLORIDA AND CABOT CITRUS FARMS COMMUNITY DEVELOPMENT DISTRICT**

**This First Amendment** (“Amendment”), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025, is entered into by and between **HERNANDO COUNTY, FLORIDA**, a political subdivision of the State of Florida (“County”), whose address is 15470 Flight Path Drive, Brooksville, Florida 34604; and **CABOT CITRUS FARMS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Hernando County, Florida, and whose mailing address is c/o Vesta District Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (“District” and, together with the County, the “Parties”).

**RECITALS**

**WHEREAS**, the Parties previously entered into that *Interlocal Agreement by and between Hernando County, Florida and Cabot Citrus Farms Community Development District*, dated October 24, 2023, and recorded in the Official Records Book 4376, Pages 714-789 of the Public Records of Hernando County, Florida (“Original Agreement”); and

**WHEREAS**, at the time the Original Agreement was entered, the District consisted of 1,206 acres, more or less, as more fully described in Hernando County, Florida, Ordinance No. 2023-14; and

**WHEREAS**, the District filed a petition with the County requesting the passage of an ordinance amending the District’s boundaries in order to add certain property totaling approximately 10.07 acres (“Expansion Parcel”) and remove certain property totaling approximately 330.28 acres (“Contraction Parcel”); and

**WHEREAS**, in accordance with Section 10.05 of the Original Agreement, the Parties desire to amend Appendix A of the Original Agreement to include the Expansion Parcel and remove the Contraction Parcel; and

**WHEREAS**, on \_\_\_\_\_, 2025, the County approved Ordinance \_\_\_\_\_ approving the requested boundary amendment and fixed the new District boundaries to be what is described in the Appendix A attached to this Amendment; and

**WHEREAS**, the Parties have the authority to execute this Amendment and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Amendment so that this Amendment constitutes a legal and binding obligation of each party hereto;

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the District agree as follows:

**SECTION 1. RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated herein and form a material part of this Amendment.

**SECTION 2. AFFIRMATION OF ORIGINAL AGREEMENT.** The Original Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described in Section 3 of this Amendment, nothing herein shall modify the rights and obligations of the Parties under the Original Agreement. All of the remaining provisions remain in full effect and fully enforceable and all such remaining terms and conditions of the Agreement, without limitation, are hereby adopted, reaffirmed and incorporated as if restated herein.

**SECTION 3. AMENDMENTS TO THE AGREEMENT.** Pursuant to Section 10.05 of the Original Agreement, Appendix A to the Original Agreement is hereby amended, supplemented and superseded in its entirety by **Appendix A** attached to this Amendment. Wherever the Original Agreement refers to “District Property”, the term shall refer to the property within the boundaries of the District as described in **Appendix A** attached to this Amendment. The Original Agreement shall have no further force and effect for any real property not described in Appendix A to this Amendment.

**SECTION 4. CONFLICTS; DEFINED TERMS.** To the extent that the terms of the Original Agreement conflict with the terms set forth in Section 3 above, the terms of this Amendment shall control. Any capitalized terms not otherwise defined in this Amendment shall have the meanings set forth in the Original Agreement.

**SECTION 5. EFFECTIVE DATE.** This Amendment shall take effect upon filing a copy executed by both Parties with the Clerk of the Circuit Court of Hernando County.

*[Remainder of this page intentionally left blank]*

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be made and executed as of the date first above written.

**HERNANDO COUNTY, FLORIDA**, a  
political subdivision of the State of Florida

\_\_\_\_\_  
Brian Hawkins  
Chairman, Board of County Commissioners

Attest as to authenticity of the  
Chair's signature:

\_\_\_\_\_  
Doug Chorvat, Jr.  
Its: Ex-Officio Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: Natasha López Perez  
Assistant County Attorney

STATE OF FLORIDA       )  
COUNTY OF HERNANDO )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_ day of \_\_\_\_\_, 2025, by Brian Hawkins as Chairman of the Board of County Commissioners, Hernando County, Florida, a political subdivision of the State of Florida, for and on behalf of the County. She/he is ☐ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

NOTARY STAMP:

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

WITNESSES:

**CABOT CITRUS FARMS  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Marcus Motes  
Vice Chair, Board of Supervisors

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA       )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_ day of \_\_\_\_\_, 2025, by Marcus Motes as Vice Chair of the Board of Supervisors of Cabot Citrus Farms Community Development District, a political subdivision of the State of Florida, for and on behalf of the County. He is ☐ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

NOTARY STAMP:

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

## Appendix A

### Legal Description of the District as Amended

EXHIBIT-5 LEGAL (09/19/25)

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 21 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY LINE OF SAID SECTION 11, RUN N00°17'18"E, 1606.70 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF PONCE DE LEON BOULEVARD AND THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT-OF-WAY, RUN N48°02'51"W, 2137.55 FEET TO THE EAST RIGHT-OF-WAY LINE OF PALM BOULEVARD SOUTH. SAID POINT ALSO BEING ON THE EAST BOUNDARY LINE OF SUGARMILL WOODS, PALM VILLAGE AS RECORDED IN PLAT BOOK 14, PAGES 3-15 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE ALONG SAID EAST BOUNDARY LINE, RUN N41°57'18"E, 40.37 FEET; THENCE S56°28'28"E, 117.51 FEET; THENCE N33°31'32"E, 150.00 FEET; THENCE N56°28'28"W, 7.33 FEET; THENCE N33°31'32"E, 30.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF OWATONNA DRIVE; THENCE N66°29'30"E, 143.03 FEET; THENCE N39°00'46"W, 40.00 FEET TO A NON-TANGENT CURVE TO THE LEFT. SAID CURVE BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1088.79 FEET, A CENTRAL ANGLE OF 20°06'36", AND A CHORD BEARING AND DISTANCE OF N14°54'51"E, 380.19 FEET; THENCE ALONG THE ARC OF SAID CURVE 382.15 FEET; THENCE N04°51'33"E, 110.00 FEET TO THE PC OF A CURVE TO THE RIGHT. SAID CURVE BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 513.80 FEET, A CENTRAL ANGLE OF 31°35'04", AND A CHORD BEARING AND DISTANCE OF N20°39'05"E, 279.66 FEET; THENCE ALONG THE ARC OF SAID CURVE 283.23 FEET; THENCE N36°26'33"E, 116.12 FEET; THENCE N83°39'17"E, 61.40 FEET; THENCE N09°57'43"E, 126.49 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF HUPA ROAD; THENCE N28°23'49"E, 30.00 FEET TO THE CENTERLINE OF HUPA ROAD; THENCE ALONG SAID CENTERLINE, RUN N61°36'11"W, 48.70 FEET; THENCE N28°23'49"E, 115.00 FEET; THENCE N79°04'24"E, 55.23 FEET TO A NON TANGENT CURVE TO THE LEFT. SAID CURVE BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1321.78 FEET, A CENTRAL ANGLE OF 4°20'20", AND A CHORD BEARING AND DISTANCE OF N19°42'41"E, 100.07 FEET; THENCE ALONG THE ARC OF SAID CURVE 100.10 FEET; THENCE N40°37'11"W, 56.40 FEET; THENCE N11°01'33"E, 115.00 FEET TO THE CENTERLINE OF SHAWNIGAN CIRCLE; THENCE ALONG SAID CENTERLINE, RUN; THENCE S78°58'27"E, 52.43 FEET; THENCE N11°01'33"E, 110.00 FEET; THENCE N37°22'24"E, 44.64 FEET, THENCE N40°03'32"W, 40.00 FEET TO A NON-TANGENT CURVE TO THE LEFT. SAID CURVE BEING CONCAVE TO THE WEST, HAVING A RADIUS OF 1321.78 FEET, A CENTRAL ANGLE OF 6°13'11", AND A CHORD BEARING AND DISTANCE OF N00°18'08"E, 143.41 FEET; THENCE ALONG THE ARC OF SAID CURVE 143.49 FEET; THENCE N02°48'28"W, 334.29 FEET; THENCE N39°21'37"E, 50.00 FEET; THENCE N24°30'39"W, 130.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SHAWNIGAN CIRCLE; THENCE N01°53'28"W, 30.00 FEET TO THE CENTERLINE OF SHAWNIGAN CIRCLE; THENCE ALONG SAID CENTERLINE, RUN N88°06'32"E, 10.00 FEET; THENCE N01°53'28"W, 30.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SHAWNIGAN CIRCLE; THENCE N16°32'38"E, 126.49 FEET; THENCE N31°07'15"W, 40.00 FEET TO A NON-TANGENT CURVE TO THE RIGHT. SAID CURVE BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1056.83 FEET, A CENTRAL ANGLE OF 7°05'26", AND A CHORD BEARING AND DISTANCE OF N11°43'49"E, 130.70 FEET; THENCE ALONG THE ARC OF SAID CURVE 130.79 FEET; THENCE N15°16'32"E, 70.24 FEET; THENCE S88°04'10"E, 40.00 FEET; THENCE N08°39'47"W, 170.12 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF PONTIAC COURT; THENCE N15°56'32"E, 30.00 FEET TO THE CENTERLINE OF PONTIAC COURT; THENCE ALONG SAID CENTERLINE, RUN S74°03'28"E, 25.00 FEET; THENCE N15°56'32"E, 30.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF PONTIAC COURT; THENCE N29°58'33"E, 153.36 FEET; THENCE N31°37'30"W, 40.00 FEET TO A NON-TANGENT CURVE TO THE LEFT. SAID CURVE BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 9321.56 FEET, A CENTRAL ANGLE OF 0°49'37", AND A CHORD BEARING AND DISTANCE OF N17°37'14"E, 134.54 FEET; THENCE ALONG THE ARC OF SAID CURVE 134.54 FEET; THENCE N66°45'08"E, 50.00 FEET; THENCE N03°45'54"E, 133.74 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF INGALIK ROAD; THENCE N27°06'32"E, 30.00 FEET TO THE CENTERLINE OF INGALIK ROAD AND A NON-TANGENT CURVE TO THE LEFT. SAID CURVE BEING CONCAVE TO THE SOUTH, HAVING A RADIUS OF 654.36 FEET, A CENTRAL ANGLE OF 7°20'19", AND A CHORD BEARING AND DISTANCE OF N66°33'37"W, 83.76 FEET;

THENCE ALONG THE CENTERLINE OF INGALIK ROAD, AND THE ARC OF SAID CURVE 83.81 FEET; THENCE N19°46'13"E, 30.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF INGALIK ROAD; THENCE N58°58'52"E, 147.84 FEET; THENCE N05°48'26"W, 40.00 FEET; THENCE N20°06'33"E, 229.10 FEET; THENCE N62°12'06"E, 54.92 FEET; THENCE N08°26'35"W, 67.10 FEET; THENCE N20°06'32"E, 90.00 FEET TO THE CENTERLINE OF PUMA ROAD; THENCE ALONG SAID CENTERLINE, RUN N69°53'28"W, 40.10 FEET; THENCE N20°06'32"E, 105.00 FEET; THENCE N70°18'17"E, 71.19 FEET; THENCE N11°51'36"W, 50.00 FEET TO A NON-TANGENT CURVE TO THE LEFT. SAID CURVE BEING CONCAVE TO THE NORTH, HAVING A RADIUS OF 2174.11 FEET, A CENTRAL ANGLE OF 15°27'54", AND A CHORD BEARING AND DISTANCE OF N07°44'02"E, 585.05 FEET; THENCE ALONG THE ARC OF SAID CURVE 586.83 FEET; THENCE N00°00'05"E, 130.28 FEET TO A POINT ON THE NORTH LINE OF SECTION 03, TOWNSHIP 21 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE, RUN S89°51'11"E, 134.77 FEET TO THE NORTHWEST CORNER OF SECTION 02, TOWNSHIP 21 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID SECTION 2, RUN S89°48'49"E, 2657.70 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 2; THENCE CONTINUING ALONG THE NORTH LINE OF SAID SECTION 2, RUN S89°49'18"E, 2657.79 FEET TO THE NORTHEAST CORNER OF SAID SECTION 2; THENCE ALONG THE EAST LINE OF SAID SECTION 2, RUN S00°06'23"E, 2650.09 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 2; THENCE ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SECTION 01, TOWNSHIP 21 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA, RUN S89°42'54"E, 5265.76 FEET TO A POINT LYING 44.72 FEET WEST OF THE EAST LINE OF SAID SECTION 01; THENCE S00°11'59"E, 100.00 FEET; THENCE RUN 100.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 01, N89°42'54"W, 1680.15 FEET; THENCE S45°17'06"W, 212.13 FEET; THENCE N89°42'54"W, 200.00 FEET; THENCE N44°42'54"W, 212.13 FEET TO A POINT LYING 100.00 FEET SOUTH OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 01; THENCE RUN 100.00 FEET SOUTH OF AND PARALLEL TO SAID SOUTH LINE, N89°42'54"W, 3006.51 FEET; THENCE S38°20'29"E, 2739.39 FEET; THENCE N83°52'39"W, 983.41 FEET; THENCE S83°01'38"W, 2079.14 FEET; THENCE S79°54'10"W, 1400.89 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 11; THENCE ALONG SAID EAST LINE, RUN S00°10'12"W, 1335.57 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11, RUN S89°53'46"W, 1331.16 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11; THENCE ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11, RUN S00°18'10"W, 923.44 FEET TO THE NORTH RIGHT-OF-WAY LINE OF PONCE DE LEON BOULEVARD; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, RUN N48°02'51"W, 1784.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 885.79 ACRES MORE OR LESS.