

**INTERLOCAL AGREEMENT BETWEEN
HERNANDO COUNTY AND THE
BENTON HILLS
COMMUNITY DEVELOPMENT DISTRICT**

THIS INTERLOCAL AGREEMENT (Agreement), is made and entered into this 13 day of September, 2022, by and between HERNANDO COUNTY, a political subdivision of the State of Florida (County), and the BENTON HILLS COMMUNITY DEVELOPMENT DISTRICT, a unit of special purpose local government organized and existing under Chapter 190, *Florida Statutes* (CDD).

WITNESSETH:

WHEREAS, on April 26, 2022, the Hernando County Board of County Commissioners approved Ordinance No. 2022-11, establishing the CDD as a unit of special purpose local government located wholly within unincorporated Hernando County; and

WHEREAS, pursuant to Chapter 125, and Section 163.01, *Florida Statutes*, the County is authorized to enter into interlocal agreements and to contract with the CDD and other governmental entities in order to make the most efficient use of its powers; and

WHEREAS, pursuant to Section 190.011(12), *Florida Statutes*, the CDD has the authority to contract with the County in connection with its powers, duties, or purposes authorized by law; and

WHEREAS, pursuant to Chapters 190 and 197, *Florida Statutes*, the CDD orders, imposes, collects, and enforces special assessments on properties located within the CDD for the exercise of its powers within the CDD; and

WHEREAS, pursuant to Chapter 197, *Florida Statutes*, and other provisions of Florida law, when property owners do not pay ad valorem and non-ad valorem assessments on their real property in the time required by law, the real property may be offered for public sale; and

WHEREAS, pursuant to Section 197.502(8), *Florida Statutes*, if real property is offered for public sale and it is not purchased, three years after the day the real property was offered for public sale, the land shall escheat to the County; and

WHEREAS, the County has requested, and the CDD has agreed, that the CDD shall accept real property that has escheated to the County when the real property is located wholly within the CDD;

NOW, THEREFORE, in consideration of the foregoing and the other mutual obligations and benefits described herein, the Parties agree as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference.

Section 2. Purpose and Scope of this Agreement. The purpose of this Agreement is limited to setting the terms and conditions applicable to the County's conveyance of escheated real property to the CDD and the CDD's acceptance of such real property.

Section 3. Obligations of The County and the CDD. With regard to real property located wholly within the CDD that the County receives by escheatment tax deed, the Parties agree that:

(a) Any time after the County receives an escheatment tax deed from the Clerk of the Circuit Court vesting title to real property located wholly within the CDD in the Board of County Commissioners, the County may convey such real property to the CDD by deed, as defined in Section 125.411, *Florida Statutes*, at no cost to the CDD.

(b) The County shall record the above-described deed in the Official Records of Hernando County and provide a copy of such recorded deed to the CDD at its address of record. The CDD agrees to accept such deed, and this Agreement serves as a written waiver barring the right to disclaim such conveyed interest in the real property, pursuant to Section 739.402, *Florida Statutes*.

(c) Pursuant to, and in accordance with the procedures in, Section 125.379, *Florida Statutes*, any escheated real property that is not conveyed to the CDD shall be placed on the affordable housing inventory list. Pursuant to Section 125.379(2), *Florida Statutes*, such real property may be offered for sale and the proceeds used to purchase land for the development of affordable housing or to increase the local government fund earmarked for affordable housing, or may be sold with a restriction that requires the development of the property as permanent affordable housing, or may be donated to a nonprofit housing organization for the construction of permanent affordable housing. Alternatively, the County may otherwise make the property available for use for the production and preservation of permanent affordable housing.

Section 4. Effective Date; Term. In accordance with Section 163.01(11), *Florida Statutes*, the Effective Date of this Agreement shall be the date the Agreement is filed with the Clerk of the Circuit Court of the County. The Term of this Agreement shall commence on the Effective Date and shall terminate upon written agreement by both Parties hereto.

Section 5. Interpretation. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

Section 6. Negotiations. The Parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms' length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by

any Party or on any Party. Further, this Agreement was drafted jointly by all Parties, and no Parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or Party who drafted this Agreement.

Section 7. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent to be sued by third Parties in any matter arising out of this Agreement or any other contract. The CDD and the County are state agencies or political subdivisions as defined in Section 768.28, *Florida Statutes*, and shall be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law.

Section 8. Record-Keeping and Retention. Each Party shall retain all records related to this Agreement in accordance with the State of Florida public records retention law and applicable Federal rules and regulations. Each Party shall have access to such records, for the purposes of inspection and audit, until such time as the law allows said records to be destroyed. This section shall survive the expiration or termination of this Agreement.

Section 9. Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter thereof. No oral statements, representations or prior written matter relating to the subject matter herein, but not specifically incorporated herein, shall have any force of effect.

Section 10. Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing and duly executed by all of the Parties hereto.

Section 11. No Third-Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of the Parties hereto and their respective permitted successors or assigns, and it is not the intention of the Parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other person.

Section 12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one instrument.

Section 13. Authority. The Parties hereto are authorized to execute this Agreement in accordance with Florida law, including, but not limited to, Chapters 125, 163, and 190, *Florida Statutes*.

Section 14. Governing Law; Disputes. This Agreement shall be interpreted and construed in accordance with Florida law. Any dispute to this Agreement shall be resolved pursuant to the Florida Governmental Conflict Resolution Act set forth in Chapter 164, *Florida Statutes*. Each Party shall be responsible for its own costs and attorneys' fees in the event of any litigation, dispute, claim, action, appeal or administrative proceeding.

Section 15. Venue; Jurisdiction. In the event of any litigation, dispute, claim, action, appeal, or administrative proceeding, each Party hereto consents to the personal jurisdiction and venue of a tribunal or a court of subject matter jurisdiction located in Hernando County, Florida.

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



**BENTON HILLS
COMMUNITY DEVELOPMENT DISTRICT**

Garth Noble
Print Name: Garth Noble
Title: Chair

STATE OF FLORIDA
COUNTY OF HERNANDO

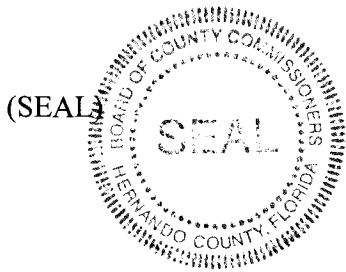
The foregoing instrument was acknowledged before me by physical presence or online notarization, this 30th day of June, 2022, by Garth Noble, as Chair, of the CDD, who is personally known to me, or produced identification: _____

[Signature]
Notary Public Signature & Stamp

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

Attest: Heidi Kuyper, Deputy Clerk
Douglas A. Chorvat, Jr.
Clerk of Circuit Court & Comptroller

By: [Signature]
Steve Champion
Chairman



STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by physical presence or online notarization this 13th day of September, 2022, by Steve Champion, the Chairman of the Hernando County Board of County Commissioners, on behalf of Hernando County, a political subdivision of the State of Florida. He is personally known to me or has produced his Florida Driver's License as identification.

[Signature]
Notary Public Signature & Stamp



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney's Office