

SECOND AMENDMENT TO AMENDED AND RESTATED COMMUNITY DEVELOPMENT DISTRICT SYSTEMS AND FACILITIES OPERATION AND MAINTENANCE AGREEMENT

This Second Amendment To Amended And Restated Community Development District Systems and Facilities Operation and Maintenance Agreement dated as of January 1, 2012 (the "Second Amendment"), is entered into and effective as of the 28th day of June, 2016, by and between the **RIVER RIDGE COMMUNITY DEVELOPMENT DISTRICT**, an independent special District established pursuant to Chapter 190, Florida statutes (the "District"), and the **PELICAN SOUND GOLF AND RIVER CLUB, INC.**, a Florida not-for-profit corporation (the "Club").

WHEREAS the parties hereto are the parties to that certain "Amended And Restated Community Development District Systems and Facilities Operation and Maintenance Agreement dated as of January 1, 2012" (the "Amended And Restated Agreement") and the First Amendment thereto dated as of April 28, 2015 (the "First Amendment"); and,

WHEREAS, the parties wish to further amend the Amended And Restated Agreement with regards to clarifying duties and responsibilities of the parties concerning the maintenance of the District's roads and sidewalks in District road rights of way or District sidewalk easements ("District ROW").

NOW THEREFORE, for and in consideration of the premises, and other good and valuable consideration exchanged between the parties, receipt of which is acknowledged, the parties agree that the Amended And Restated Agreement is further amended as follows:

1. Paragraph "D" in the "Recitals" section of the Amended And Restated Agreement is amended to read as follows, by deleting the words that are ~~struck through~~ and by adding the words that are double underlined:

"D. The District desires to continue to contract with the Club to operate and maintain, the following systems and Facilities owned by or leased to the District and located within the boundaries of the District and the Pelican Sound RPD: (i) maintenance of landscaping in District ROW; maintenance of District signage in District ROW; cleaning, roadway striping and raised pavement marker ("RPM") installation on District roads and streets (including all landscaping and sidewalks); and, cleaning of District sidewalks, (ii) irrigation water Facilities not owned by Lee County or any private utility company, (iii) security, including guardhouses, and (iv) parks, common areas and recreational areas, excluding conservation areas (collectively, the "District Systems and Facilities").

2. Paragraph "3.C." of the Amended And Restated Agreement is amended to read as follows, by deleting the words that are ~~struck through~~ and by adding the words that are double underlined:

"C. Major capital repairs and/or replacements are those repairs and/or replacements which exceed \$50,000.00 annually in the aggregate. The Club shall annually budget for and fund the routine and normal operation, maintenance, repair and replacement costs of the District Systems and Facilities, together with the cost of minor capital repairs and/or replacements; and, by way of example only, and not as a limitation, include such items as: a) ~~filling pot holes in the streets~~ striping and RPM installation on roads and streets, b) repairing roof leaks in the gatehouses, c) annual painting or cleaning of signage. The Club shall not be required to budget or fund the costs of major capital repairs or replacements of the District System and Facilities, provide however that the Club shall budget annually for minor capital repairs and replacements which do not exceed \$50,000.00 annually in the aggregate. Annually, the Club shall submit in writing to the District, on or before May 1st, the Club's recommendation(s), if any, for major capital repairs or replacements to the District System and Facilities, together with recommendations for the funding of capital replacement reserves. In the event of an emergency or circumstances which require an immediate major capital repair or replacement, the Club shall immediately inform the District staff, and as soon as practical thereafter, confirm said notice in writing to the District. The District shall evaluate the recommendations and if approved by the District will commence the emergency major capital repairs or replacements within fifteen (15) days of approval [unless a greater time is required due to required bidding processes] and diligently pursue same to completion."

3. Paragraph "11." of the Amended And Restated Agreement is amended to read as follows, by deleting the words that are ~~struck through~~ and by adding the words that are double underlined:

"11. The Club recognizes, acknowledges and agrees that the records and materials associated with the provisions of the services under this Amended And Restated Agreement constitute public records under the laws of the State of Florida and will be maintained in accordance with the provisions of the law governing public records.

In addition to any other right or termination that the District possesses, the District shall have the right to unilaterally cancel this Amended And Restated Agreement for refusal by the Club or any subcontractor to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S. and made or received by the Club in conjunction with this Amended And Restated Agreement.

IF THE CLUB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CLUB'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AMENDED AND RESTATED AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Toll Free: (877) 276-0889; Phone: 561-571-0010, ext. 400; Fax: 561-571-0013; www.whhassociates.com

The Club agrees to comply with Florida's public records laws, specifically to:

a. Keep and maintain public records required by the District to perform the service.

b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S. or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Amended And Restated Agreement term and following completion of this Amended And Restated Agreement if the contractor does not transfer the records to the District.

d. Upon completion of this Amended And Restated Agreement, transfer, at no cost, to the District all public records in possession of the Club or keep and maintain public records required by the District to perform the service. If the Club transfers all public records to the District upon completion of this Amended And Restated Agreement, the Club shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Club keeps and maintains public records upon completion of this Amended And Restated Agreement, the Club shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District."

4. All other terms, conditions and provisions of the Amended And Restated Agreement, as amended by the First Amendment not specifically amended hereby remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment To Amended And Restated Community Development District Systems and Facilities Operation and Maintenance Agreement as of the 20 day of June, 2016.

ATTEST:

RIVER RIDGE COMMUNITY DEVELOPMENT DISTRICT


ASST Regional MGR

BY: 
ITS: MANAGER

WITNESS

PELICAN SOUND GOLF AND RIVER CLUB, INC.


ASST Regional MGR

BY: 
ITS: GM

