

**AMENDED AND RESTATED COMMUNITY DEVELOPMENT DISTRICT SYSTEMS
AND FACILITIES OPERATION AND MAINTENANCE AGREEMENT**

THIS AMENDED AND RESTATED COMMUNITY DEVELOPMENT DISTRICT SYSTEMS AND FACILITIES OPERATION AND MAINTENANCE AGREEMENT (this "Agreement") is entered into and effective as of the 1st day of January, 2012, 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").

RECITALS:

A. The District has the authority to exercise powers to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and Facilities for roads, water management, water supply, sewer, street lights, security and parks and recreational Facilities, among other powers, including all powers necessary, convenient, incidental or proper in connection with any of the powers, duties, or purposes authorized by Chapter 190, Florida Statutes.

B. The Club is an organization which owns and operates certain recreational Facilities located within the area comprised of real property subject to the District. The membership of the Club is comprised solely of property owners within the District and all property owners within the Pelican Sound RPD portion of the District will be members of the Club. As the Club will be responsible for operating and maintaining certain common areas contiguous to the areas within which the "District Systems and Facilities", as such term is defined in Recital "D" below, are or will be located and the Club is located in close proximity to the areas within which the District Systems and Facilities are or will be located, and as the members of the Club are the direct beneficiaries of the District Systems and Facilities within the Pelican Sound RPD, the Club is uniquely positioned and qualified to operate and maintain the District Systems and Facilities.

C. The District and the Club have previously entered into that certain "Community Development District Systems and Facilities Operation and Maintenance Agreement" as of August 24, 1998; the First Amendment thereto dated April of 2007; and, the Second Amendment thereto dated April 1, 2008 (hereinafter referred to as the "Prior Agreement").

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) roads (including all landscaping and 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").

E. The Club agrees to operate and maintain the District Systems and Facilities, all on the terms and conditions set forth herein.

F. The District and the Club agree that having the Club operate and maintain the District Systems and Facilities is in the best interests of the District and the property owners intended to benefit from the District Systems and Facilities. Specifically, having the Club operate and maintain the District Systems and Facilities will provide for and facilitate ease of administration, potential cost savings, and the benefits of full time on-site operation and maintenance purposes.

NOW, THEREFORE, the District and the Club agree as follows:

1. The above recitals are true and correct and incorporated by reference herein.

2. The District and the Club expressly agree that having the Club operate and maintain the District Systems and Facilities is in the best interests of the District and the property owners intended to benefit from the District Systems and Facilities.

3.A. The Club shall operate and maintain the District Systems and Facilities at a minimum in compliance with all applicable statutes, ordinances, administrative rules and regulations, and permit requirements. The District retains the right and ability to, at any time at its discretion, modify, update or amend its administrative rules and regulations, policies, practices and procedures relating to the operation or maintenance of the District Systems and Facilities. The District shall provide such modifications, updates and amendments to the Club, as approved by the District's Board of Supervisors, and upon receipt thereof, the Club shall operate and maintain the District Systems and Facilities in compliance therewith.

B. All operation and maintenance responsibilities for the District Systems and Facilities not otherwise addressed in this Agreement shall remain the sole responsibility of the District including, but not limited to, the funding of major capital repairs or replacement of the District System and Facilities.

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, 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.

D. Annually, the Club shall submit in writing to the District, on or before December 1st, the Club's proposed operating budget in sufficient detail (the Budget) for the next fiscal year operation and maintenance of the District System and Facilities for which the Club is responsible. The District shall respond in writing to the Club that it has reviewed the Budget and that it either (i) has no objection to the proposed budget or (ii) recommends specific changes to the proposed budget. If the District fails to respond to the proposed budget in writing within thirty (30) days of receipt of same, the District shall be presumed to have no objection to the proposed budget. If the District recommends specific changes to the proposed budget, the Club shall consider such changes but is not obligated to make such changes to the proposed budget, provided however in no event shall said budget not be adequate to operate and maintain the District System and Facilities in accordance with this Agreement.

E. During the term of that certain "Irrigation Facilities Lease Agreement" by and between the District and the Club, entered into on April 1, 2008, the District Systems and Facilities are those located within the boundaries of the Pelican Sound RPD and described on the attached Exhibit "A".

4. All other operation and maintenance responsibilities for the District Systems and Facilities not otherwise addressed in this Agreement shall remain the sole responsibility of the District.

5. District shall pay Club the sum of \$10.00 per year for the performance of the operation and maintenance responsibilities set forth in this Agreement.

6. Term of Agreement:

A. The term of this Agreement is for a period of five years commencing on January 1, 2012, and shall be automatically renewed for additional one-year periods after January 1, 2017 unless either party provides the other party at least 90 days written notice of its intent not to renew.

B. Provided, however, that the District has the right to terminate this Agreement at any time during its term (including any renewal term) upon providing written notice of said termination to the Club and this Agreement shall stand terminated 60 days after receipt by Club of said written notice. Such termination need not be with cause and the District specifically retains the right to terminate this Agreement without cause.

7. The Club shall be solely responsible for staffing, budgeting, financing, billing and collection of fees, service charges, etc. necessary to perform the operation and maintenance responsibilities set forth in this Agreement. (The District/Tax Collector shall continue to collect the District's annual assessments for Operations and Maintenance).

8. The Club shall procure at its expense and at all times include the District as an additional named insured on comprehensive liability insurance policies to cover the operation and maintenance responsibilities set forth in this Agreement. Comprehensive liability insurance shall be in amounts determined by the District Manager. The Club, in consideration of Ten (\$10.00) Dollars, the receipt and sufficiency of which is accepted, by signing this Agreement agrees to hold harmless, defend and indemnify the District, its agents and employees, from all claims, suits and actions (whether for negligence or otherwise), including claims for reasonable attorney's

fees and all costs of litigation, and judgments of any name and description, arising out of or incidental to the performance of this Agreement or work performed hereunder. This Section does not pertain to any incident arising from the sole negligence of the District.

9. This Agreement may only be amended in writing executed by both parties. Except as may be otherwise provided herein for the District's ability to modify Exhibit "A" to either delete or add District Systems and Facilities, this Amended And Restated Agreement may only be amended by a written amendment executed by both parties.

10. This Amended And Restated Agreement supersedes and replaces the Prior Agreement (as amended) in its entirety.

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.

12. This Agreement may not be assigned by the Club without the prior written specific consent of the District, which consent may be withheld in the District's sole and absolute discretion.

13. This Agreement is made and shall be governed and construed by the laws of the State of Florida. Any litigation arising out of this Agreement shall be in the state court of appropriate jurisdiction in Lee County, Florida.

14. This Agreement was approved by the Board of Supervisors of the District on November 15, 2011, and upon execution by the parties shall become effective as of January, 2, 2012.

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Community Development District Systems and Facilities Operation and Maintenance Agreement on the day and year first above written.

RIVER RIDGE COMMUNITY DEVELOPMENT DISTRICT

Attest:

MICHAEL LLEWELLYN

By: Terry Mountford
Terry Mountford, Its Chairman

Witnesses:

[Signature]

M. LLEWELLYN
Printed Name

Denise West

Signature
Denise West

Printed Name

PELICAN SOUND GOLF AND RIVER CLUB, INC.

By: [Signature]
Its:

President, Pelican Sound Golf
River Club.

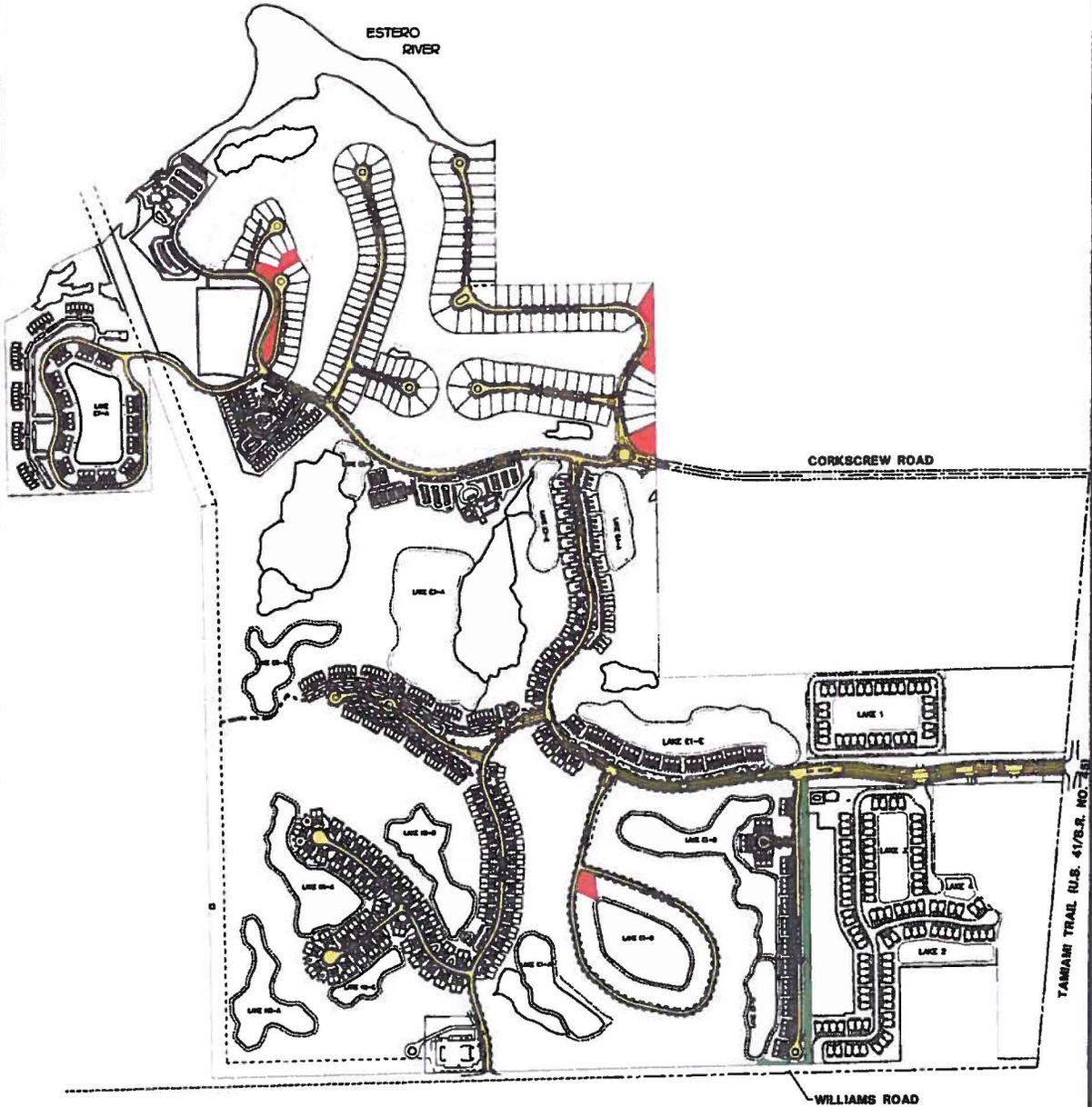
EXHIBIT "A"
TO
AMENDED AND RESTATED COMMUNITY
DEVELOPMENT DISTRICT SYSTEMS AND
FACILITIES OPERATION AND MAINTENANCE
AGREEMENT

The River Ridge Community Development District ("District") open space, roads, roadway drainage easements (including District owned irrigation utilities within R.O.W.), landscape buffers, gates, guardhouses and access control facilities located within the properties depicted in red, green and yellow on the attached map titled "RIVER RIDGE CDD EXHIBIT A"; and, the Irrigation Facilities described and identified in that certain "Irrigation Facilities Lease Agreement" by and between the District and the Club entered into on April 1, 2008.

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LEGEND

- DISTRICT OWNED PLATTED OPEN SPACE
- DISTRICT OWNED ROADS / ROADWAY DRAINAGE EASEMENTS
Includes all CDD owned irrigation (lines located within R.O.W./Easements)
- DISTRICT OWNED LANDSCAPE BUFFER



6200 Whiskey Creek Drive
 Fort Myers, FL 33919
 Phone : (239) 935-1200
 Florida Certificate of Authorization No.1772
 Naples Fort Myers

**RIVER RIDGE CDD
 EXHIBIT A**