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This Instrument Prepared By and Return To:
John M. Vericker, Esq.
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Tampa, FL 33606

INSTR# 2019027057 BK 9860 PG 558
02/18/2019 11:43am Page 1 of 4
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Paula S. O'Neil, Ph.D.
Pasco County Clerk & Comptroller

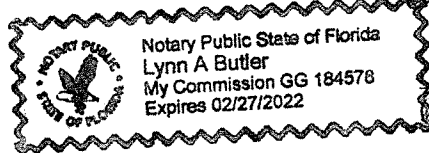
**NOTICE OF RECREATION AMENITY INTERLOCAL AGREEMENT
BETWEEN UNION PARK COMMUNITY DEVELOPMENT DISTRICT
AND UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT**

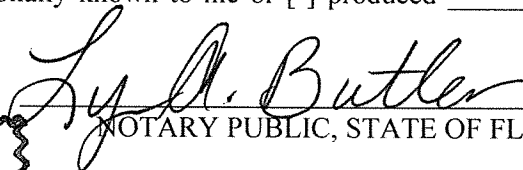
PLEASE TAKE NOTICE that on November 1, 2018, the Union Park Community Development District ("UP") entered into a Recreation Amenity Interlocal Agreement with the Union Park East Community Development District ("UPE"). A copy of the Recreation Amenity Interlocal Agreement is attached hereto as **Exhibit "A"**. IN WITNESS WHEREOF, this Notice has been executed on the 14th day of February, 2019, and whereby such Notice is to be recorded in the Official Records of Pasco County, Florida.


John M. Vericker, District Counsel

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 14th day of February, 2019, by John M. Vericker, as District Counsel. ☒ He is personally known to me or ☐ produced _____
(type of identification) as identification.




NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of Notary Public)

Exhibit "A"

RECREATION AMENITY INTERLOCAL AGREEMENT

THIS RECREATION AMENITY INTERLOCAL AGREEMENT (this "Agreement") is made and entered into as of the 1st day of November, 2018, by and between the Union Park Community Development District, a special purpose local government created pursuant to Chapter 190, Florida Statutes ("Union Park") and the Union Park East Community Development District, a special purpose local government created pursuant to Chapter 190, Florida Statutes ("Union Park East").

WITNESSETH:

WHEREAS, Union Park and Union Park East have been granted the power to operate public facilities, parks, and recreational facilities for district residents, and the general public pursuant to section 190.012(2)(a), Florida Statutes, and their respective enabling ordinances; and

WHEREAS, Union Park and Union Park East have been granted the power to cooperate with, or contract with, other governmental agencies as may be necessary, convenient, incidental, or proper in connection with any of their authorized powers pursuant to section 190.011(12), Florida Statutes, and their respective enabling ordinances; and

WHEREAS, it is the purpose and intent of this Agreement to permit and authorize Union Park and Union Park East to make the most efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and to achieve the results provided for in this Agreement pursuant to Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969 (the "Cooperation Act"); and

WHEREAS, it is the purpose of the Cooperation Act to provide a means by which Union Park and Union Park East may exercise their respective powers, privileges, and authority which they may have separately, but which pursuant to this Agreement and the Cooperation Act they may exercise collectively; and

WHEREAS, both Union Park and Union Park East own and operate community recreation facilities within their boundaries including, pedestrian trails, clubhouses and swimming pools (the "Recreation Amenities") within their respective boundaries; and

WHEREAS, Union Park and Union Park East desire to allow the residents in each community to be able to use the Recreation Amenities located in both communities.

NOW, THEREFORE, based upon good and valuable consideration and mutual covenants of the parties hereinafter recited, it is agreed as follows:

1. **Recitals.** The foregoing recitals are true and accurate and are hereby adopted as a material part of this Agreement for all purposes.

2. Definitions.

"**Districts**" shall mean the Union Park Community Development District and the Union Park East Community Development District.

"**District Policies**" shall mean the duly adopted policies, rules and/or regulations of are applicable to the use of the Recreation Amenities as such policies, rules, and/or regulations may be amended from time to time.


3. **Mutual License to Use the Recreation Amenities.** Union Park hereby grants to Union Park East and its residents, the non-exclusive right to use the Recreation Amenities in accordance with District Policies. Union Park East hereby grants to Union Park and its residents, the non-exclusive right to use the Recreation Amenities in accordance with District Policies.
4. **Term.** This Agreement shall begin on November 1, 2018 and terminate on October 13, 2033 (the "**Initial Term**"). At the end of the Initial Term, this Agreement shall automatically renew for successive one year terms unless either Union Park or Union Park East elects to terminate this Agreement, by notifying the other party in writing with six months' notice.
5. **Filing and Effective Date.** After approval of this Agreement by the respective governing bodies of the Districts, and its execution by the duly qualified and authorized officers of each of the parties, Union Park shall cause this Agreement to be filed with the Clerk of the Circuit Court of Pasco County, Florida, in accordance with the requirements of Section 163.01(11), Florida Statutes. This Agreement shall take effect upon the date it is recorded as described above.
6. **Notices.** All notices, requests, consents, and other communications shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the address listed on file. Union Park shall notify Union Park East of any proposed changes to the District Policies.
7. **Governmental Disputes.** Any disputes between Union Park and Union Park East with respect to provisions of this Agreement shall be resolved in accordance with the Florida Governmental Conflict Resolution Act as outlined in Chapter 164, Florida Statutes.
8. **Amendments.** This Agreement may only be amended by an instrument in writing which is executed by both parties.
9. **Severability.** If any part of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable and the remaining parts of this Agreement shall continue in full force and effect provided that the rights and

obligations of the parties are not materially prejudiced and the intentions of the parties can continue to be effected.


10. Entire Agreement. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date set forth above.

**Union Park East
Community Development District**

By: 
Michael Lawson
Chair of the Board of Supervisors

**Union Park
Community Development District**

By: 
Michael Lawson
Chair of the Board of Supervisors