



Rizzetta & Company

Sterling Hill Community Development District

Board of Supervisors' Workshop Meeting September 8, 2022

**District Office:
5844 Old Pasco Road, Suite 100
Pasco, Florida 33544
813.933.5571**

www.sterlinghillcdd.org

STERLING HILL COMMUNITY DEVELOPMENT DISTRICT

Sterling Hill North Clubhouse, 4411 Sterling Hill Blvd., Spring Hill, FL 34609

Board of Supervisors	Christina Miller Sandra Manuele Nancy Felio Michael Gebala Darrin Bagnuolo	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Matthew Huber	Rizzetta & Company, Inc.
District Counsel	Vivek Babbar	Straley Robin & Vericker
District Engineer	Stephen Brletic	JMT Engineering

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 933-5571. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

STERLING HILL COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE - 5844 OLD PASCO ROAD, SUITE 100, WESLEY CHAPEL, FL 33544

www.SterlingHillcdd.org

August 31, 2022

**Board of Supervisors
Sterling Hill Community
Development District**

WORKSHOP AGENDA

The workshop meeting of the Board of Supervisors of the Sterling Hill Community Development District will be held on **Thursday, September 8, 2022 at 1:00 p.m.** and will be held at the Sterling Hill Clubhouse located at Sterling Hill Clubhouse, located at 4411 Sterling Hill Boulevard, Spring Hill, Florida 34609. The following is the agenda for this meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ITEMS**
 - A.** Discussion of Meritage Homes Easement Agreement.....Tab 1
- 4. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
- 5. ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call me at (813) 994-1001.

Very truly yours,

Jayna Cooper

District Manager

Tab 1

Record: \$112.00

Prepared by and return to:

Nicole F. Christie, Esq.

Williams, Parker, Harrison, Dietz & Getzen

200 South Orange Avenue

Sarasota, Florida 34236

EASEMENT AGREEMENT

This Agreement is made this ____ day of _____ 2022 by and between **STERLING HILL COMMUNITY DEVELOPMENT DISTRICT**, a community development district organized under the laws of the State of Florida ("Grantor"), whose address is _____, and **MERITAGE HOMES OF FLORIDA, INC.**, a Florida corporation ("Grantee"), whose address is 8800 East Raintree Drive, Suite 300, Scottsdale, Arizona 85260.

RECITALS:

A. Grantor is the owner of certain real property located in Hernando County, Florida, which property is more particularly described and depicted in Exhibit "A" attached hereto (the "Sign Easement Area").

B. Grantor is the owner of certain real property located in Hernando County, Florida, which property is more particularly described and depicted in Exhibit "B" attached hereto (the "Slope Easement Area"). The Sign Easement Area and the Slope Easement Area collectively shall be referred to herein as the "Easement Areas."

C. Grantee is the owner of certain real property located in Hernando County, Florida, which property is more particularly described in Exhibit "C" attached hereto (the "Grantee Property").

D. Grantee intends to develop the Grantee Property as a residential subdivision community to be known as "Kensington Place."

E. Grantor is willing to grant Grantee certain easements on, over, and across the Sign Easement Area and the Slope Easement Area on the terms set forth herein.

Now, therefore, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereby agree as follows:

1. Sign Easement. Grantor grants to Grantee a non-exclusive easement (the "Sign Easement") on, over, and across the Sign Easement Area for the installation, operation, maintenance, repair, and replacement of a monument sign and related landscaping, which will be located within the Sign Easement Area (the "Sign"), and for the purpose of providing Grantee, and its respective guests, invitees, contractors, and ser-

vicemen access to and from the Sign. The design, height, width, and depth of the Sign shall be substantially similar to the sign depicted on the drawings attached hereto Exhibit "D," subject to approval by the applicable governmental authorities. Grantor agrees not to construct or cause to be constructed any improvement or obstruction within the Sign Easement Area which would unreasonably interfere with or hamper ingress and egress to the Sign and landscaping. Grantee may relocate any portion of Grantor's fence located within the Sign Easement Area, as necessary for the installation of the Sign and landscaping. The Sign Easement will be for the benefit of the Grantee Property, as now existing or as may be hereafter developed.

2. Sign Maintenance. Upon completion of the Sign, Grantee shall be responsible to maintain, repair, and replace the Sign and landscaping within the Sign Easement Area. Such maintenance shall be performed at such times and to such extent as is reasonably necessary to keep the maintained improvements in good condition and appearance.

3. Slope Easement. Grantor grants to Grantee a non-exclusive slope easement (the "Slope Easement") on, over, and across the Slope Easement Area for the purpose of modifying the elevation of the Slope Easement Area, with the right to grade, excavate, and/or add fill material to the Slope Easement Area and the right of ingress and egress in, over, and upon the Slope Easement Area, and for the maintenance and repair of such modifications. The Slope Easement will be for the benefit of the Grantee Property, as now existing or as may be hereafter developed. The Grantee shall insure that the modification of the Slope Easement Area is undertaken, constructed, and completed in a good and workmanlike manner and condition, using sound engineering and construction techniques and practices. The Slope Easement area shall be constructed so as not to impede, impair, obstruct, damage, or interfere with any drainage facilities or other facilities, structures or improvements within or along the Slope Easement.

4. Slope Maintenance. Upon completion of the modifications to the Slope Easement Area, Grantee shall be responsible to maintain and repair the Slope Easement Area as needed using sound engineering, construction, repair and maintenance techniques and practices. The Slope Easement area shall be maintained at all times so as not to impede, impair, obstruct, damage, or interfere with any drainage facilities or other facilities, structures or improvements within or along the Slope Easement.

5. Emergency Access Gate and Fence. Grantee agrees to install, operate, and maintain a 6 ft PVC fence and an emergency access gate within the portion of the Grantee Property adjacent to the Barrington neighborhood, in approximately the location depicted in Exhibit "E" attached hereto.

6. Permits, Approvals, and Compliance with Regulations. Grantee shall apply for and obtain, at its sole cost and expense, all necessary federal, state, local and homeowners' association permits necessary to perform the work authorized in this Agreement, prior to undertaking any work. Any fees or fines incurred or imposed due to the Grantee or its vendor's non-compliance shall be borne solely by the Grantee or its vendors.

7. Inspection, Correction, and Reporting of Incidents. Grantee shall conduct inspections of the Easement Areas from time to time and correct any issues in accordance with this Agreement. Grantee shall notify the Grantor of any claims or incidents occurring on the Easement Areas.

8. Liens and Claims. Grantee shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Grantee shall keep the Easement Areas free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Grantee's performance under this Agreement, and the Grantee shall immediately discharge any such claim or lien.

9. Interference. All construction and maintenance work required of either party hereunder will be conducted so as not to unreasonably interfere with any activities of the other party then being conducted by such other party or its agents or employees on their respective properties.

10. Insurance. Grantee and its vendors shall maintain general commercial liability insurance in an aggregate amount not less than \$1,000,000.00, including, but not limited to, coverage for personal injury or death and real or personal property damage. The foregoing insurance shall name the Grantor as an additional insured. All insurance premiums in connection with the above referenced insurance coverage shall be promptly paid and a certificate of insurance evidencing the existence of same to the Grantor shall be provided. Such certificate of insurance shall provide the applicable insurance coverage shall not be modified or cancelled without 30 days prior written notice the Grantor.

11. Indemnification. Grantee hereby indemnifies and holds the Grantor and its agents and officers harmless from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, fines and expenses (including attorneys' fees and costs) arising out of or related to Grantee's use of the Easement Areas, for (i) any injury to or death of any person, (ii) damage to or theft, destruction, loss, or loss of use of any property or inconvenience, (iii) any violation of any governmental law, ordinance, rule or regulation, arising from or related to use of the easements, (iv) or any damage to improvements or structures located within any of the easements.

12. Default. Upon the failure of either party to comply with such party's obligations under the terms of this Agreement, the other party shall be entitled to commence an action against such defaulting party for any relief allowed by law, including, without limitation, money damages, injunctive relief, or any combination thereof. In any such action, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees for trial and appellate proceedings. In addition to the foregoing, should Grantee fail to perform any of its maintenance obligations under this Agreement within 30 days after Grantor provides written notice of such failure to Grantee, then Grantor shall have the right, but not the obligation, to complete the maintenance obligations. In the event Grantor undertakes any of Grantee's maintenance obligations pur-

suant to this Paragraph, Grantee shall reimburse Grantor for the expense related thereto within 15 days after notice thereof.

13. Grant of Easement Only. The parties are not hereby conveying any land or title thereto, but merely are granting the rights and easements hereinabove set forth. The parties reserve all right, title, interest, and privilege in and to their respective properties for all purposes not inconsistent with the easements and uses described in this Agreement.

14. Priority of Easement. The easement granted by this Agreement will be superior in priority to any future mortgages, the foreclosure of which could otherwise terminate such easements.

15. Binding Effect; Assignment. As used herein, the terms "Grantor" and "Grantee" mean the owners, from time to time, of the Grantor Property and the Grantee Property, respectively. The terms of this Agreement will be binding on the successors, heirs and assigns of both parties. In the event of a sale or conveyance by an owner of its fee simple interest in such property (other than the granting of a mortgage), the owner so conveying such interest will be relieved, from and after the date of transfer, of all obligations and liabilities accruing thereafter pursuant to this Agreement. Grantee may (without the prior consent of Grantor) assign its rights and obligations under this Agreement to the homeowners association for the Kensington Place community (the "Association"), once such association is formed. In the event of such assignment, Grantee shall thereafter be relieved of any further obligations or liability under the Agreement, and Grantor shall look solely to the Association, and all references to Grantee herein shall mean and refer to the Association. In the event the Grantee Property is platted into lots which are sold to individual homeowners, this Agreement is not intended to benefit the individual homeowners of such platted lots, but instead the Association.

16. Notices. All notices provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; (ii) by delivering the same in person to such party; or (iii) transmitted by FedEx or a similar generally recognized overnight carrier generally providing proof of delivery. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee set forth above.

17. Governing Law. This Agreement will be governed by and construed under the laws of the State of Florida. The venue of any action brought to enforce or construe this Agreement will be Hernando County, Florida.

18. Attorneys' Fees. In any proceeding to construe or enforce this Agreement, the losing party shall pay the prevailing party all reasonable costs, charges and expenses, including attorneys' fees for trial and appellate proceedings, expended or incurred in connection therewith.

19. Public Records. Grantee understands and acknowledges that all documents of any kind relating to this Agreement may be subject to Chapter 119, Florida

Statutes, Florida's Public Records law, and shall be treated as such by Grantee in accordance with Florida law. As such, the Grantee shall comply with any applicable laws regarding public records, including but not limited to the provisions of Section 119.0701, Florida Statutes, the terms of which are incorporated herein.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first above written.

WITNESSES:

MERITAGE HOMES OF FLORIDA, INC., a Florida corporation

Signature of Witness

Print Name of Witness

Signature of Witness

Print Name of Witness

By: _____

Print Name: _____

As its: _____

GRANTEE

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____ 2022 by _____, as _____ of **MERITAGE HOMES OF FLORIDA, INC.,** a Florida corporation, on behalf of the corporation. The above-named person(s) is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)

Signature of Notary Public

Print Name of Notary Public

I am a Notary Public of the State of Florida and my commission expires on _____.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first above written.

**STERLING HILL COMMUNITY
DEVELOPMENT DISTRICT**

Signature of Witness

Print Name of Witness

Signature of Witness

Print Name of Witness

By:_____

Print Name:_____

As its Chairman

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____ 2022 by _____, as Chairman of **STERLING HILL COMMUNITY DEVELOPMENT DISTRICT**, a community development district organized under the laws of the State of Florida, on behalf of the district. The above-named person(s) is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)

Signature of Notary Public

Print Name of Notary Public

I am a Notary Public of the State of Florida
and my commission expires on _____.

EXHIBIT "A"

(Sign Easement Area)

DESCRIPTION:

A strip of land lying within the map or plat of STERLING HILL PHASE 3 UNIT 1 REPLAT, as recorded in Plat Book 39, Page 34, of the Public Record of Hernando County, Florida and also being in Section 16, Township 23 South, Range 18 East, Hernando County, Florida, being more particularly described as follows:

For a POINT OF REFERENCE commence at the Southeast corner of Tract "L" (50' Access Reservation Strip) of said plat, said point being the beginning of a curve, thence along the South boundary of said Tract "L" the following five (5) courses: (1) Northwesterly 168.70 feet along the arc of a curve to the right, said curve having a radius of 325.00 feet, a central angle of 29°44'25", and a chord bearing and distance of N.56°51'23"W., 166.81 feet; (2) N.41°59'11"W., a distance of 117.38 feet to a non-tangent point of curvature; (3) Northwesterly 30.41 feet along the arc of a curve to the left, said curve having a radius of 287.00 feet, a central angle of 06°04'13", and a chord bearing and distance of N.45°05'15"W., 30.39 feet for a POINT OF BEGINNING; thence continue (4) Northwesterly 10.77 feet along the arc of said curve, through a central angle of 02°08'58", and a chord bearing and distance of N.49°07'53"W., 10.77 feet to a non-tangent point of curvature; (5) Westerly 38.06 feet along the arc of a curve to the left, said curve having a radius of 25.00 feet, a central angle of 87°13'43", and a chord bearing and distance of S.86°10'50"W., 34.49 feet to the South right-of-way line of Sterling Hill Boulevard of said plat; thence departing said South right-of-way line along a line non-tangent to said curve, S.47°25'57"E., a distance of 34.70 feet; thence N.42°13'32"E., a distance of 25.29 feet to the POINT OF BEGINNING.

Containing 0.017 acres, more or less.

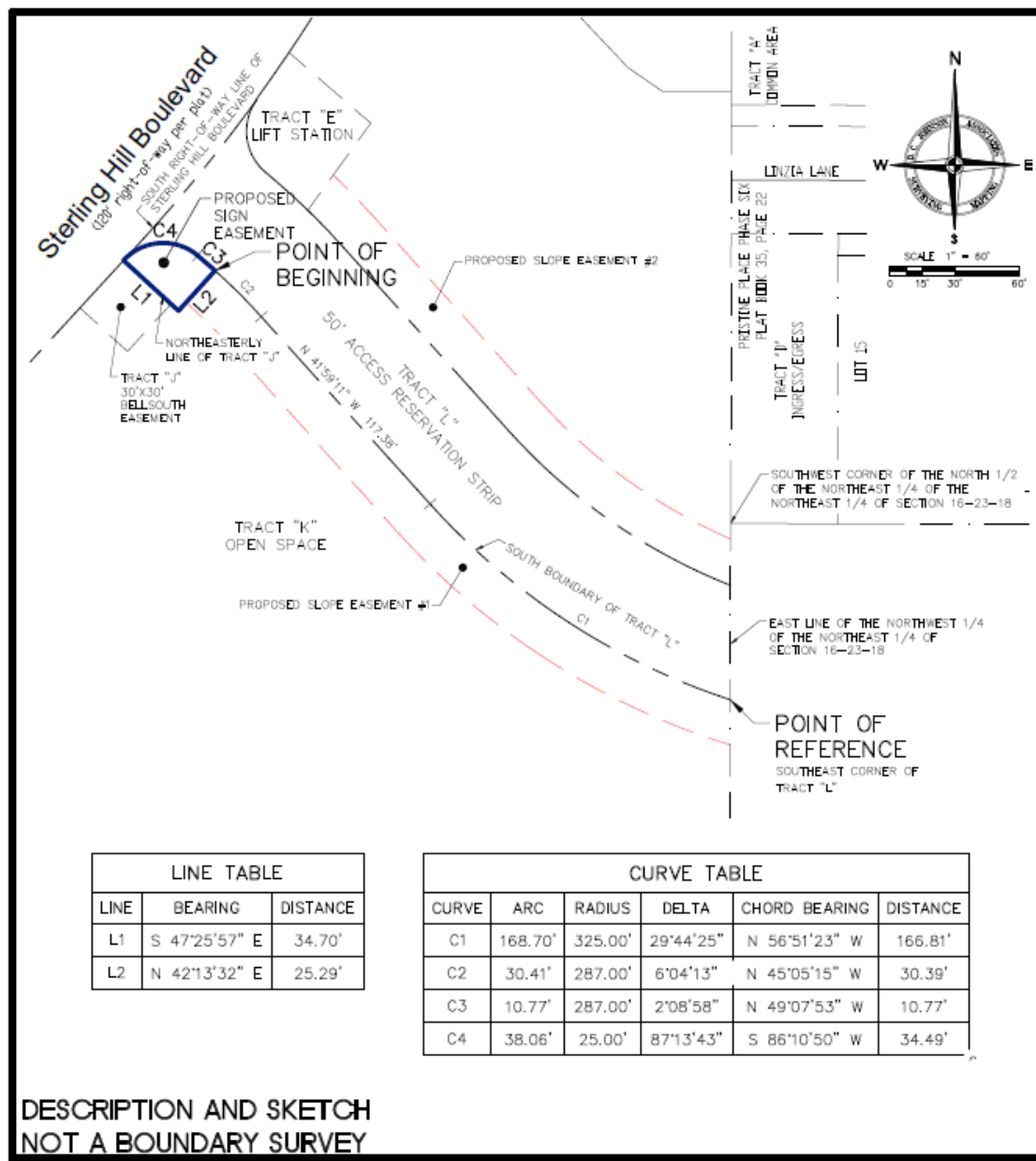


EXHIBIT "B"

(Slope Easement Area)

DESCRIPTION:

A strip of land lying within the map or plat of STERLING HILL PHASE 3 UNIT 1 REPLAT, as recorded in Plat Book 39, Page 34, of the Public Record of Hernando County, Florida and also being in Section 16, Township 23 South, Range 18 East, Hernando County, Florida, being more particularly described as follows:

For a POINT OF BEGINNING commence at the Southeast corner of Tract "L" (50' Access Reservation Strip) of said plat, said point being the beginning of a curve, thence along the South boundary of said Tract "L" the following three (3) courses: (1) Northwesterly 168.70 feet along the arc of a curve to the right, said curve having a radius of 325.00 feet, a central angle of 29°44'25", and a chord bearing and distance of N.56°51'23"W., 166.81 feet; (2) N.41°59'11"W., a distance of 117.38 feet to a non-tangent point of curvature; (3) Northwesterly 30.41 feet along the arc of a curve to the left, said curve having a radius of 287.00 feet, a central angle of 06°04'13", and a chord bearing and distance of N.45°05'15"W., 30.39 feet; thence along a line non-tangent to said curve, S.42°13'32"W., a distance of 19.97 feet to a non-tangent point of curvature; thence Southeasterly 28.39 feet along the arc of a curve to the right, said curve having a radius of 267.00 feet, a central angle of 06°05'30", and a chord bearing and distance of S.45°01'55"E., 28.37 feet; thence along a line non-tangent to said curve, S.41°59'11"E., a distance of 117.38 feet to a point of curvature; thence Southeasterly 185.63 feet along the arc of a curve to the left, said curve having a radius of 345.00 feet, a central angle of 30°49'42", and a chord bearing and distance of S.57°24'02"E., 183.40 feet to the East line of the Northwest 1/4 of the Northeast 1/4 of said Section 16; thence along said East line and being a line non-tangent to said curve, N.00°04'57"E., a distance of 20.99 feet to the POINT OF BEGINNING.

Containing 0.149 acres, more or less.

AND

DESCRIPTION:

A strip of land lying within the map or plat of STERLING HILL PHASE 3 UNIT 1 REPLAT, as recorded in Plat Book 39, Page 34, of the Public Record of Hernando County, Florida and also being in Section 16, Township 23 South, Range 18 East, Hernando County, Florida, being more particularly described as follows:

For a POINT OF REFERENCE, commence at the Southeast corner of Tract "L" (50' Access Reservation Strip) of said plat; thence N.00°04'57"E., along the East line of the Northwest 1/4 of the Northeast 1/4 of said Section 16, a distance of 53.30 feet for a POINT OF BEGINNING, said point being the beginning of a curve, thence along the North boundary of said Tract "L" the following three (3) courses: (1) Northwesterly 126.35 feet along the arc of a curve to the right, said curve having a radius of 275.00 feet, a central angle of 26°19'31", and a chord bearing and distance of N.55°08'57"W., 125.24 feet; (2) N.41°59'11"W., a distance of 117.38 feet to a non-tangent point of curvature; (3) Northwesterly 22.12 feet along the arc of a curve to the left, said curve having a radius of 337.00 feet, a central angle of 03°45'41", and a chord bearing and distance of N.43°55'09"W., 22.12 feet to the East boundary of Tract "E" (Lift Station) as per said plat; thence along said East boundary and along a line non-tangent to said curve, N.35°53'07"E., a distance of 20.20 feet to a non-tangent point of curvature; thence Southeasterly 26.38 feet along the arc of a curve to the right, said curve having a radius of 357.00 feet, a central angle of 04°13'59", and a chord bearing and distance of S.44°09'04"E., 26.37 feet; thence along a line non-tangent to said curve, S.41°59'11"E., a distance of 117.38 feet to a point of curvature; thence Southeasterly 109.19 feet along the arc of a curve to the left, said curve having a radius of 255.00 feet, a central angle of 24°32'03", and a chord bearing and distance of S.54°15'13"E., 108.36 feet to the aforementioned East line of the Northwest 1/4 of the Northeast 1/4; thence along said East line and also being a line non-tangent to said curve, S.00°04'57"W., a distance of 21.65 feet to the POINT OF BEGINNING.

Containing 0.119 acres, more or less.

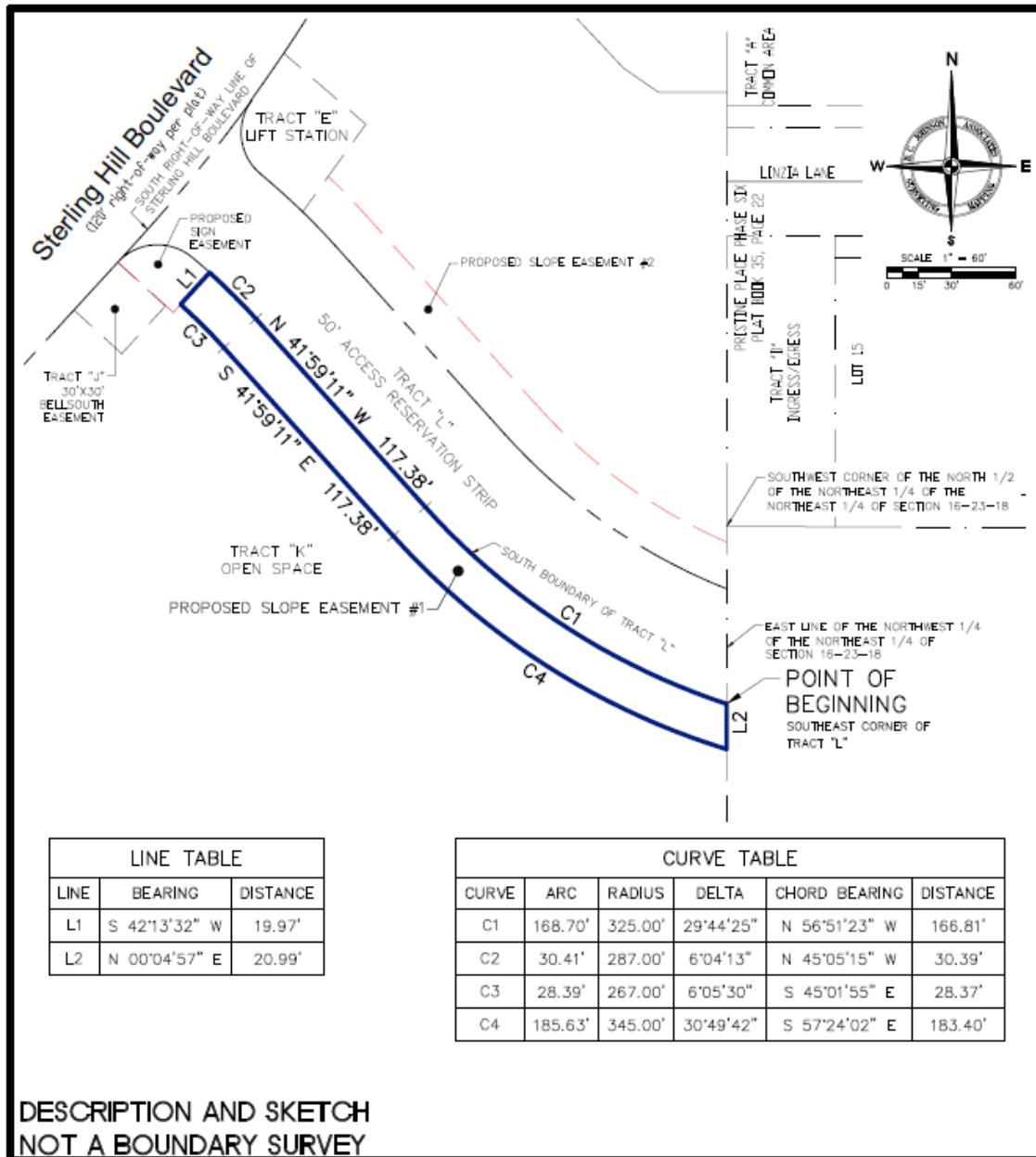


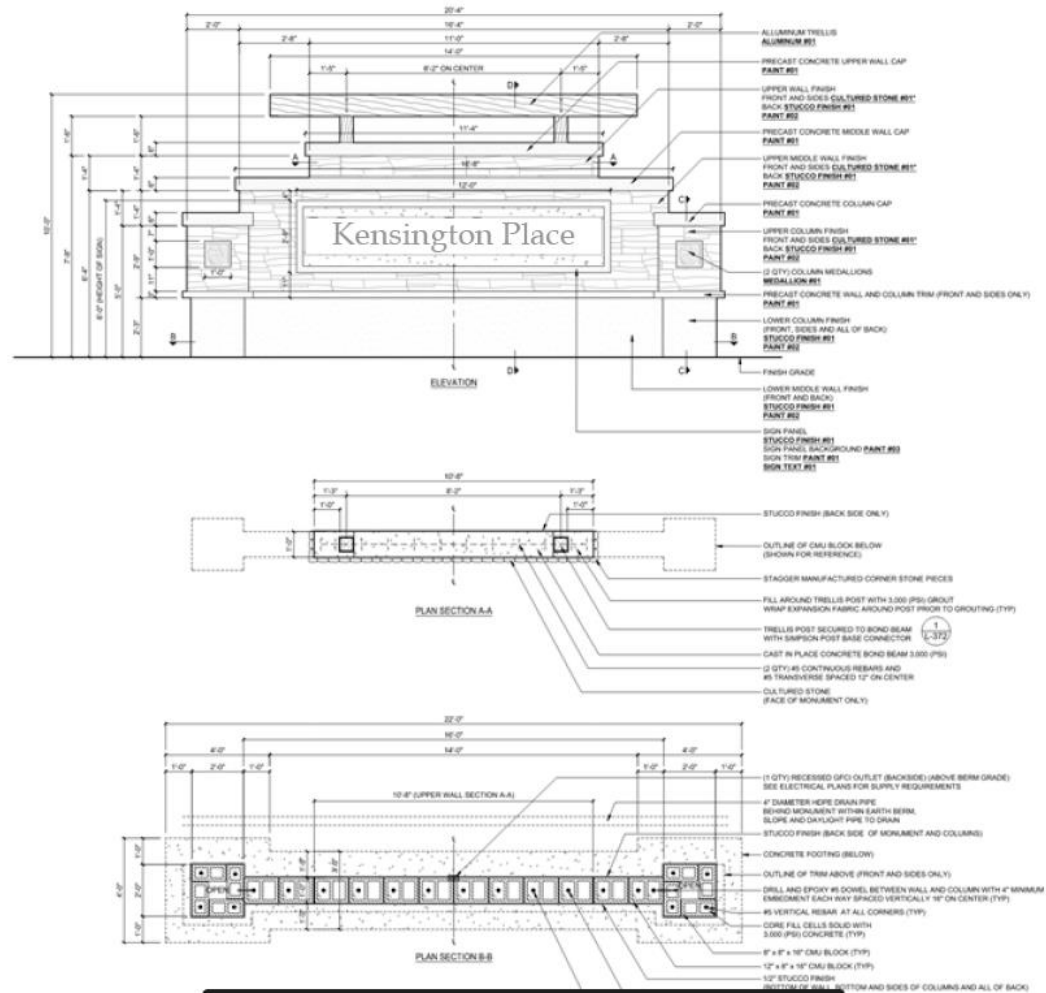
EXHIBIT "C"

(Grantee Property)

DESCRIPTION:
THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 23 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA, AND TRACT " L " (50' ACCESS RESERVATION STRIP) AS PER PLAT OF STERLING HILLS PHASE 3, UNIT 1, REPLAT RECORDED AT BOOK 39, PAGES 34 TO 36 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

(The Sign)

(The Sign)



(6ft PVC Fence and Emergency Access Gate)

