

**MEMORANDUM OF UNDERSTANDING BETWEEN THE ALYS BEACH  
NEIGHBORHOOD ASSOCIATION, INC., AND THE SOMERSET COMMUNITY  
DEVELOPMENT DISTRICT RELATIVE TO MAINTENANCE RESPONSIBILITY  
FOR VARIOUS IMPROVEMENTS LOCATED THROUGHOUT THE ALYS BEACH  
DEVELOPMENT**

This **MEMORANDUM OF UNDERSTANDING** (“**MOU**”) is entered into as of this 1<sup>st</sup> day of October, 2021, by and between the following:

**ALYS BEACH NEIGHBORHOOD ASSOCIATION, INC.**, a Florida not-for-profit corporation whose mailing address is 120 Richard Jackson Boulevard, Suite 220, Panama City Beach, Florida 32407 (the “**Association**”); and

**SOMERSET COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government located in Walton County, Florida, with a mailing address of 120 Richard Jackson Boulevard, Suite 220, Panama City Beach, Florida 32407 (the “**District**” and together with the Association, the “**Parties**”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established, pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, by ordinance of the Board of County Commissioners in and for Walton County, Florida, for the purpose of financing, acquiring, constructing and maintaining public infrastructure improvements on certain of the lands located within the Alys Beach development in Walton County, Florida (hereinafter, “**Alys Beach**”); and

**WHEREAS**, the Association is governed and operated pursuant to those certain *Second Amended and Restated Declarations of Covenants, Conditions and Restrictions* dated July 17, 2017 and recorded in the Official Records of Walton County at Book 3047, Page 4124; and

**WHEREAS**, the Parties each own and/or operate and maintain certain improvements (the “**Improvements**”) within the Alys Beach, which Improvements are described in more detail on Exhibit A; and

**WHEREAS**, the Parties pay for their respective operation and maintenance through the levy and collection of assessments from homeowners and other landowners within Alys Beach; and

**WHEREAS**, it is in the best interest of the Parties, and the homeowners and landowners of Alys Beach, to operate as efficiently and effectively as possible; and

**WHEREAS**, in an effort to operate as efficiently and effectively as possible, the Parties desire to enter into this MOU to clearly and logically delineate responsibilities between the Association and the District for the maintenance, repair and/or replacement of the Improvements.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the Parties agree as follows, to the extent not inconsistent with applicable law, the Ordinance(s) of Walton County, Florida, establishing the District and its obligations or the Governing Documents of Alys Beach:

1. **INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this MOU.
2. **DIVISION OF RESPONSIBILITY FOR THE IMPROVEMENTS.**
  - A. **ASSOCIATION.** The Association shall be responsible for the routine repair and/or maintenance, and the extraordinary repair and/or replacement of those Improvement components identified on the attached **Exhibit A** as "Association" (hereinafter, the "**Association Components**"). The Association shall annually budget and collect assessments for the routine repair and/or maintenance, and the extraordinary repair and/or replacement of the Association Components. The funds budgeted for the extraordinary repair and/or replacement of the Association Components shall only be expended for the extraordinary repair and/or replacement of such improvements.
  - B. **DISTRICT.** The District shall be responsible for the routine repair and/or maintenance, and the extraordinary repair and/or replacement of those Improvement components identified on the attached **Exhibit A** as "District" (hereinafter, the "**District Components**"). The District shall annually budget and collect assessments for the routine repair and/or maintenance, and the extraordinary repair and/or replacement of the District Components. The funds budgeted for the extraordinary repair and/or replacement of the District Components shall only be expended for the extraordinary repair and/or replacement of such improvements.
3. **LICENSE; RIGHT OF ACCESS.** The District hereby agrees to accept, and Association hereby agrees to grant to the District and its various maintenance contractors, a non-exclusive license to access, operate and maintain the District Components located on Association-owned property.
4. **NOTICE OF TERMINATION.** The parties shall provide a minimum of eighteen (18) months' written notice of its intent to terminate the MOU, to each of the parties hereto.
5. **PUBLIC RECORDS.** The Association understands and agrees that all documents of any kind provided to the Districts or to the Districts' staff in connection with the activities contemplated under this MOU are public records pursuant to Chapter 119, *Florida Statutes*, and are treated as such in accordance with Florida law.
6. **ENFORCEMENT.** In the event that a party is required to enforce this MOU by court proceedings or otherwise, the parties agree that the substantially prevailing party shall be entitled to recover from the defaulting party all fees and costs incurred, including



reasonable attorneys' fees, paralegal fees and expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

7. **AUTHORIZATION.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this MOU, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.
8. **AMENDMENTS; ASSIGNMENT.** Amendments to and waivers of the provisions contained in this MOU may be made only by an instrument in writing which is executed by the Parties hereto. None of the Parties may assign their rights, duties or obligations under this MOU without the prior written approval of the other. Any purported assignment without said written authorization shall be void.
9. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this MOU shall not affect the validity or enforceability of the remaining portions of this MOU, or any part of this MOU not held to be invalid or unenforceable.
10. **EXECUTION IN COUNTERPARTS.** This MOU may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.
11. **FINAL AGREEMENT.** This instrument shall constitute the final and complete expression between the District and the Association relating to the subject matter of this MOU.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have executed this MOU effective as of the date set forth above.

ATTEST:

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

  
Secretary

  
Andrew O'Connell (Sep 24, 2021 12:51 CDT)  
Chairman, Board of Supervisors

WITNESS:

ALYS BEACH NEIGHBORHOOD ASSOCIATION, INC.,  
a Florida not-for-profit corporation

  
Scott Buchewicz (Sep 24, 2021 11:58 CDT)

Witness Signature



President, Board of Directors

**EXHIBIT A: Designation of Responsibilities**

Attachment A: Map of Irrigation Recharge Pipes and Distribution Mains

Attachment B: Map of Streetlighting and Pedestrian Lighting Improvement Locations

## **Exhibit A**

### **A. Designation of Responsibilities Relative to Alys Beach Stormwater Management System**

<b><u>Facility</u></b>	<b><u>Maintenance</u></b>	<b><u>Repair</u></b>	<b><u>Replacement/ Reconstruction</u></b>
<b>Roadway Curbs and Gutters</b>	Association	Association	Association
<b>Roadway Inlets, Including Grates and Inlet Covers</b>	District	District	District
<b>Underground Inlet Boxes</b>	District	District	District
<b>Swales/Berms on Association Common Areas</b>	Association	Association	Association
<b>Swales/Berms on Property Owned by District</b>	District	District	District
<b>Stormwater Management Pipes and Overflow Outlet Structures</b>	District	District	District

### **B. Designation of Responsibilities Relative to Alys Beach Irrigation System**

<b><u>Facility</u></b>	<b><u>Maintenance</u></b>	<b><u>Repair</u></b>	<b><u>Replacement/ Reconstruction</u></b>
<b>Irrigation Improvements along 30A within the limits of Alys Beach</b>	District	District	District
<b>Irrigation Wells (4) and Irrigation Pump Station and Lake Marilyn</b>	District	District	District
<b>Irrigation Recharge Pipes and Distribution Mains (see map attached as Attachment A)</b>	District	District	District
<b>Secondary Irrigation System beyond point of connection with Distribution Mains (with the exception of secondary irrigation improvements w/in 30A)</b>	Association	Association	Association

### C. Designation of Responsibilities Relative to Beach and Dune Improvements

<u>Event</u>	<u>Entity Responsible</u>
<p><b>Renourishment</b> – any action taken to protect, maintain, preserve or enhance the Beaches and Dunes locating within the District, including, but not limited to, restoring or nourishing beach and dune systems, dune protection and restoration activities, construction of erosion control structures, supporting engineering and environmental studies, project monitoring, mitigation and removal of derelict structures</p> <p><b>‘Beaches’</b> – means the zone of unconsolidated material that extends landward from the mean high-water line to the place where there is a marked change in material or physiographic form, or to the line of permanent vegetation.</p> <p><b>‘Dunes’</b> – means a mound or ridge of loose sediments, usually sand-sized sediments, lying landward of the Beach and deposited by natural or artificial means.</p>	District
To the extent it does not interfere with the activities of the District, aesthetic maintenance of the Beaches and Dunes that does not otherwise constitute “Renourishment” as defined above.	Association

### D. Designation of Responsibilities Relative to Lighting System

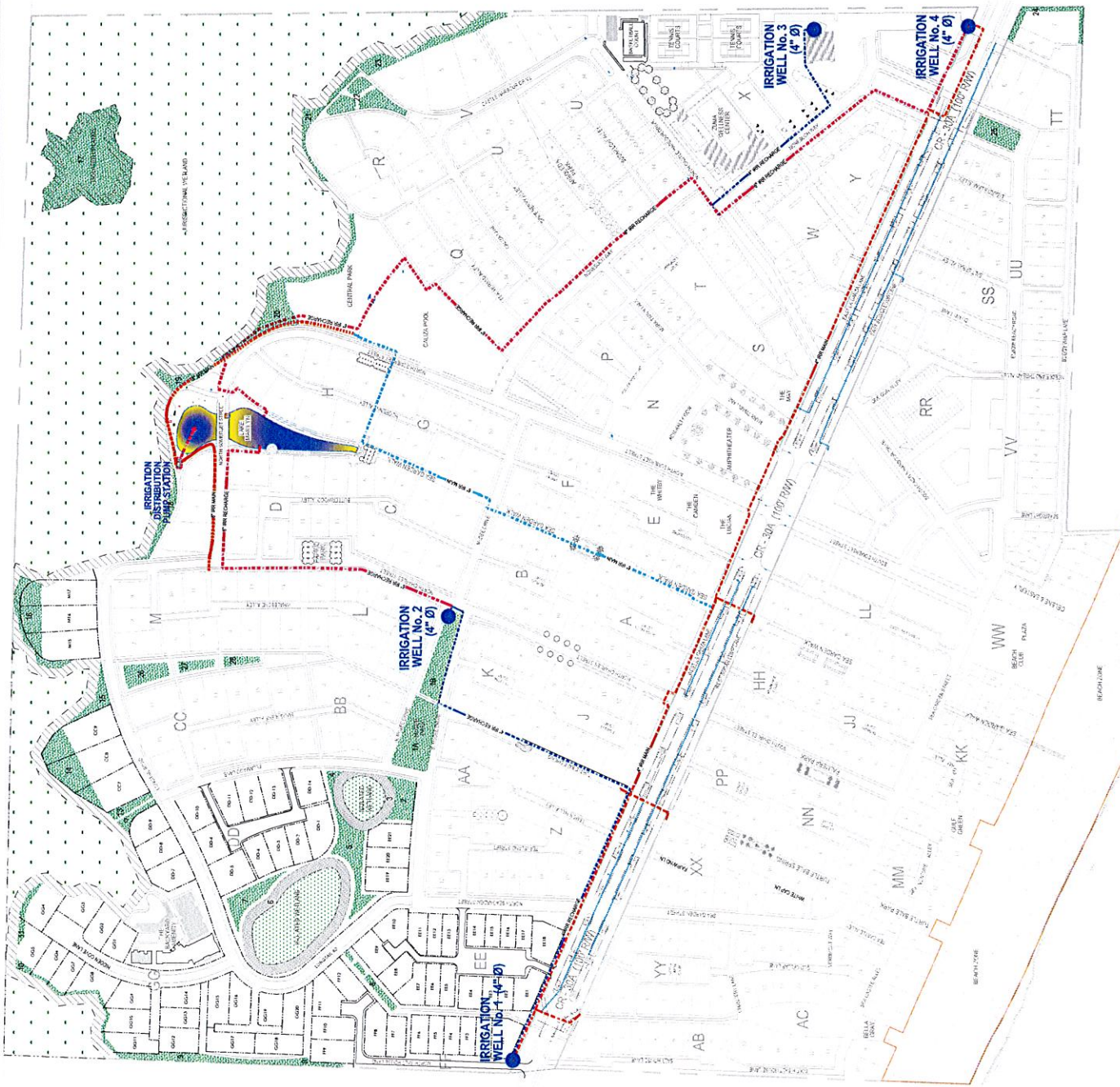
<u>Facility</u>	<u>Maintenance</u>	<u>Repair</u>	<u>Replacement/ Reconstruction</u>
Installed Streetlighting and Pedestrian Pathway Lighting and Utilities Associated with Same (see Attachment B for Fixture Locations)	District	District	District

**E. Designation of Responsibilities Relative to Improvements Along 30A Within the Limits of Alys Beach**

<b><u>Facility</u></b>	<b><u>Maintenance</u></b>	<b><u>Repair</u></b>	<b><u>Replacement/ Reconstruction</u></b>
<b>Irrigation Improvements</b>	District	District	District
<b>Landscape Improvements</b>	District	District	District
<b>Lighting Improvements</b>	District	District	District
<b>Slip Lane Pavers</b>	District	District	District
<b>Pedestrian Crossing Improvements</b>	District	District	District
<b>Pedestrian Paths</b>	Association	Association	Association
<b>Entry Monumentation/Structures</b>	Association	Association	Association
<b>Signage Not Associated w/ Traffic</b>	Association	Association	Association
<b>Roadways</b>	County	County	County
<b>Traffic Regulation Signage</b>	County	County	County

**Attachment A:**  
Map of Irrigation Recharge Pipes and Distribution Mains





### LEGEND

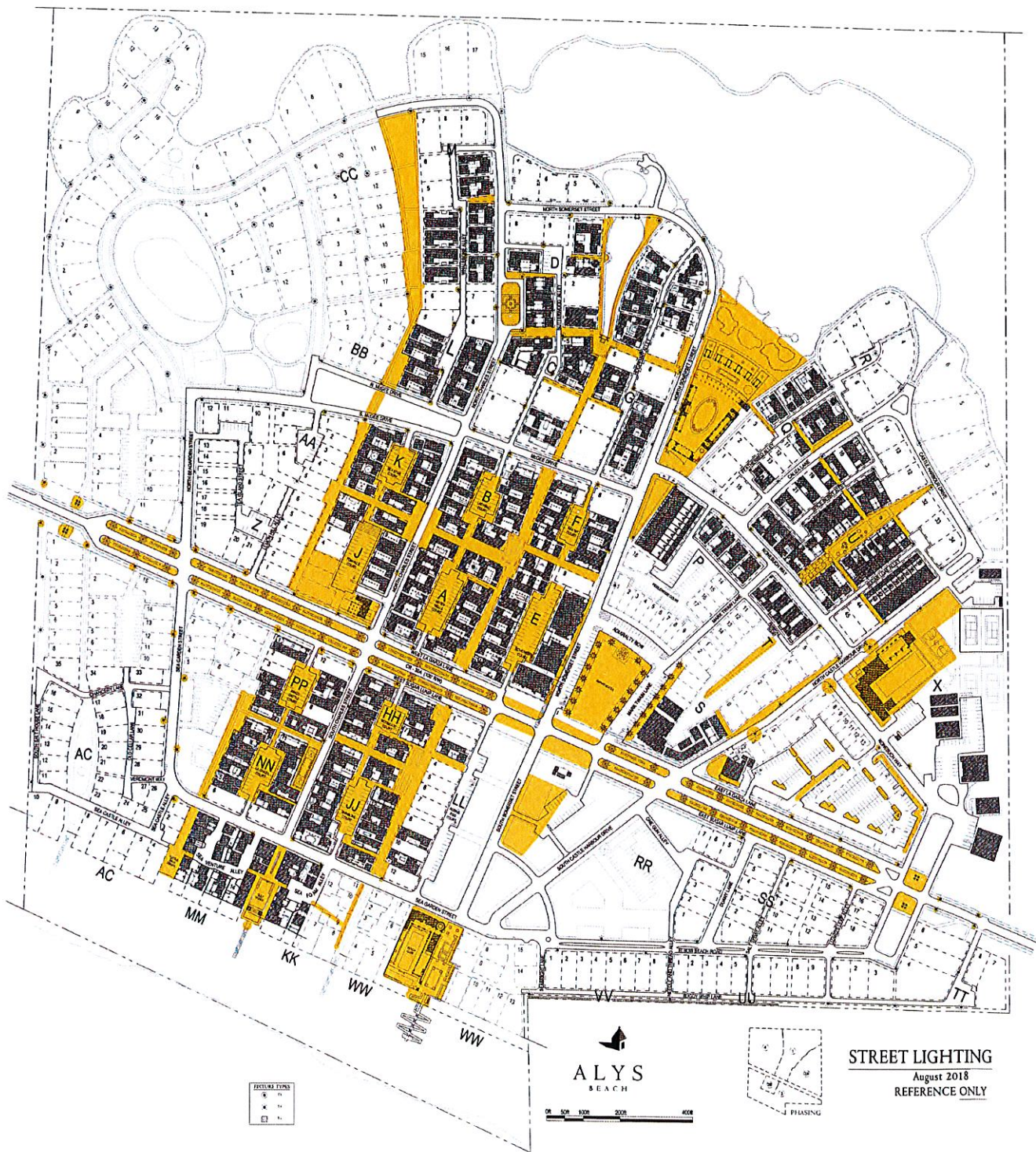
	ALY'S BEACH SITE BOUNDARY (±158.5 AC)
	LAKE MARILYN IRRIGATION STORAGE / SUPPLY (±6.7 AC)
	COUNTY ROAD 30A (±6.7 AC)
	4 IN DIAMETER IRRIGATION SUPPLY WELL
	LAKE RECHARGE PIPE (6\"/>

### NOTES:

- THIS MAP IS AN SCHEMATIC SUBMIT PREPARED ON MAY 7, 2021 FROM VARIOUS SOURCES OF INFORMATION INCLUDING, BUT NOT LIMITED TO, THE ALY'S BEACH MASTER PLAN BY ART HOVSTON, VOST ARCHITECTS DATED MARCH 10, 2021, THE BACKYARD MASTER PLAN BY ART HOVSTON, VEGETATIVE PRESERVATION MAP, 2021 BY IEC, A 2008 IRRIGATION DESIGN BY PRESTON IRRIGATION DESIGN, VARIOUS DESIGN DRAWINGS BY IEC, CONSUMPTIVE USE PERMIT APPLICATION FOR ALY'S BEACH, AND THE WEST FLORIDA WATER MANAGEMENT DISTRICT HISTORICAL AERIALS AND PHOTOGRAPHS.
- THIS MAP IS NOT INTENDED TO INFER SURVEY GRADE ACCURACY. THIS MAP MAY BE UPDATED FROM TIME TO TIME AS WARRANTED.
- AS OF THE DATE OF THE EXHIBIT, ALY'S BEACH IS CONTINUING BUILD-OUT DEVELOPMENT AND THE IRRIGATION SYSTEM COMPONENTS SPECIFICALLY UNDER THE OWNERSHIP & MAINTENANCE FOR PORTIONS OF THE PROPERTY OF ALY'S BEACH, INC. ANY FUTURE LOT CONFIGURATION IS SUBJECT TO CHANGE.
- BLOCK 00, E.E. FG, AB, YV, XA & WY ARE DERIVED FROM THE LATEST PLANNING EXHIBITS AS THESE AREAS HAVE NOT BEEN COMPLETED AS OF THE DATE OF THIS EXHIBIT.
- THIS MAP IS INTENDED TO BE SCHEMATIC AND GRAPHICAL IN NATURE DEPICTING THE IRRIGATION SYSTEM COMPONENTS SPECIFICALLY UNDER THE OWNERSHIP & MAINTENANCE RESPONSIBILITY OF ALY'S BEACH, INC. THIS MAP IS NOT A SURVEY AND DOES NOT PROVIDE ANY LEGAL DESCRIPTIONS OF ANY PROPERTY.
- THESE COMPONENTS INCLUDE FOUR IRRIGATION SUPPLY LAKE, LAKE MARILYN, IRRIGATION PUMP STATION, SELECT IRRIGATION DISTRIBUTION MAINS AS DEPICTED, SERVICE PIPING, IRRIGATION FITTINGS AND SPRAY HEADS PARTICULARLY ALONG THE 30A CORRIDOR. ALL RELEVANT AVAILABLE DOCUMENTATION BOTH CURRENT AND HISTORICAL TO PORTRAY THE IRRIGATION SYSTEM HAS BEEN CONSTRUCTED AS ACCURATELY AS POSSIBLE. HOWEVER, THE IRRIGATION SYSTEM HAS BEEN CONSTRUCTED AS DESIGN / BUILD / RETROFIT FOR THE MOST PART OVER THE LAST 15 YEARS OR SO. THERE ARE NO ACCURATE SURVEYS ON RECORD FOR THE IRRIGATION SYSTEM. THEREFORE, THIS SCHEMATIC EXHIBIT IS SOLELY FOR THE PURPOSES OF PRESENTING THE IRRIGATION SYSTEM COMPONENTS IN A SCHEMATIC / GRAPHICAL NATURE AND TO PROVIDE ROUGH QUANTITIES OF PIPES, IEC CANNOT CONFORM TO ANY SPECIFIC STANDARD.
- THIS CDD IS RESPONSIBLE FOR ALL WELL AND PUMP COMPONENTS, IRRIGATION PUMP STATION COMPONENTS, LAKE MARILYN SUPPLY LAKE, IRRIGATION CONTROL VALVES, FITTINGS, AND OTHER APPURTENANCES IN AND ALONG THE IRRIGATION NETWORK DEPICTED HEREON.

**Attachment B:**  
Map of Streetlighting and Pedestrian Lighting Improvement Locations





2021-09-23  
AREAS THAT HAVE LANDSCAPE LIGHTING OR  
STREET LIGHTING INSTALLED












# 2021-10-01 - Memorandum of Understanding - Maintenance Responsibilities - HOA, unexecuted - Reduced size

Final Audit Report

2021-09-24


Created:	2021-09-24
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-  Document emailed to Andrew O'Connell (andrew@aloconsultingllc.com) for signature  
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-  Document emailed to Tess Howard (thoward@alysbeach.com) for signature  
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-  Document e-signed by Scott Buchewicz (sbuchewicz@alysbeach.com)  
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 Document e-signed by Andrew O'Connell (andrew@aloconsultingllc.com)  
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 Agreement completed.  
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