



LAKE COUNTY

COUNTY ATTORNEY'S OFFICE

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**Board Certified in City, County, Local Government Law by The Florida Bar*

July 2, 2007

Bud Beucher
Owner & Vice-President
Golf and Tennis Resort
10400 County Road 48
Howey-in-the-Hills, FL 34737

RE: Second Amendment to Interlocal Agreement between the County of Lake, Florida and
Central Lake Community Development District.

Dear Mr. Beucher:

Attached is an original of the above-referenced Agreement which was approved at the June 18, 2007 Board of County Commissioners' meeting. This fully executed original is for your records.

Should you have any questions, do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "m-minkoff", written in dark ink.

Sanford A. Minkoff

SAM/nla
01-64
Attachment

G:\letter to BudBeucher_Central Lake CDD 7-2-07.doc

P.O. BOX 7800 ♦ 315 W. MAIN ST. ♦ SUITE 335 ♦ TAVARES, FLORIDA 32778-7800 ♦ P 352.343.9787 ♦ F 352.343.9646

Board of County Commissioners ♦ www.lakecountyfl.gov

JENNIFER HILL
District 1

ELAINE RENICK
District 2

DEBBIE STIVENDER
District 3

LINDA STEWART
District 4

WELTON G. CADWELL
District 5

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF LAKE, FLORIDA
AND CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT**

THIS INTERLOCAL IS A SECOND AMENDMENT to that AGREEMENT between LAKE COUNTY, FLORIDA and the CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT ("CDD") dated May 10, 2001.

WHEREAS, the Central Lake CDD is a Community Development District created by Lake County, Florida which provides water and sewer utility service, and

WHEREAS, Lake County and the Central Lake CDD entered into an agreement on May 10, 2001 to authorize the CDD to provide utility services outside its boundaries, and

WHEREAS, on November 7, 2006 the Central Lake CDD requested an amendment to the agreement to authorize it to provide utility service, to additional areas, and

WHEREAS, Central Lake CDD has requested a second amendment to the agreement to authorize it to provide utility service, to additional areas.


NOW THEREFORE, it is agreed as follows:

1. Exhibit "A" the May 10, 2001 agreement between the parties is amended by deleting the legal description and inserting the attached map. The Central Lake Community Development District is authorized to serve the areas in purple and blue.
2. In all other respects, the agreement dated May 10, 2001 shall remain in full force and effect.
3. This amendment shall become effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duty authorized representative.

AS TO DISTRICT:

CENTRAL LAKE COMMUNITY
DEVELOPMENT DISTRICT

BY: 
Bud Beucher, Chairman
Central Lake CDD


BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

By: 

Welton G. Cadwell, Chairman

This 26th day of June, 2007.

ATTEST:


James C. Watkins, Clerk of the
Board of County Commissioners
Of Lake County, Florida

Approved as to form and legality:

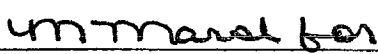

Sanford A. Minkoff
County Attorney

EXHIBIT A

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF LAKE, FLORIDA,
AND CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT

THIS INTERLOCAL AGREEMENT is entered into this 10 day of May, 2001 (the "Agreement"), by and between LAKE COUNTY, FLORIDA (the "County"), and the CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT (the "District").

RECITALS:

1. The District is a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes (the "Act").
2. The County is a political subdivision of the State of Florida authorized by Chapter 125, Florida Statutes to provide for the health, safety, and welfare of its citizens.
3. The District is authorized by the Act to exercise within its boundaries those powers conferred by the Act.
4. Pursuant to the Act, particularly Sections 190.011(12), and pursuant to Section 163.01 Florida Statutes, the County and the District may provide by interlocal agreement for the District to provide certain services outside its geographical boundaries.
5. The District and the County have determined that the residents and businesses of the District and the County would be benefitted by the District providing certain services to that portion of the County described in Exhibit "A".

NOW, THEREFORE, the parties agree as follows:

1. Authority. This Agreement is entered into pursuant to the authority set forth in Chapters 163, and 190, Florida Statutes.
2. Definitions. Capitalized terms used and not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Act.
3. Additional Powers and Duties of the District. In addition to any powers that the District may have, the District shall have and is hereby granted the authority to exercise those powers granted to districts pursuant to Chapter 190, Florida Statutes, including those powers set forth in Sections 190.011 and 190.012 of the Act, and to exercise all of the powers necessary or incidental thereto, including the right to set and collect fees, in that area of the County described in Exhibit "A", as though the area was included within the boundaries of the District, except that the District shall have no authority to levy or assess, ad valorem taxes or assessments under the provisions of Sections 190.021 or 190.022 of the Act. Furthermore, the District shall not exercise a taking without prior approval by resolution of the governing body of the county.
4. Indemnification of County by District. To the extent permitted by law (not to be construed as a waiver of sovereign immunity), the District shall indemnify and hold harmless the County for all acts or omissions of the District arising out of authority granted herein, and in connection with the performance of this Agreement.

5. Revenue Bonds; County Not Liable. The County acknowledges that the District may issue revenue bonds of the District in accordance with the Constitution and laws of the State of Florida to finance its activities, which bonds may be secured by and payable from revenues derived from services provided within the territory governed by this Agreement. Any such revenue bonds issued by the District shall neither be, nor constitute, general obligations or indebtedness of the County, the State of Florida, or any political subdivision thereof, but shall be payable solely from and secured by a lien upon and a pledge of revenues of the District and all monies in the funds and accounts established under the indenture pursuant to which any such bonds are issued or other security provided by the District, in the manner and to the extent provided in such indenture. No bondholder shall ever have the right to compel the exercise of the ad valorem taxing power of the County, or the State of Florida, or of any political subdivision thereof; or taxation in any form on any real or personal property to pay any such bonds or the interest thereon, nor shall any bondholder be entitled to payment of such principal and interest from any other funds of the County, the State of Florida, or any political subdivision thereof, other than from the security pledged by the District in such indenture.

6. Term. Unless earlier terminated or extended by mutual agreement of the parties, this Agreement shall expire ninety-nine (99) years from the date hereof.

7. Amendment. This Agreement may be modified in writing only by the mutual agreement of both parties in accordance with their respective laws, rules and procedures.

8. Severability. If any one or more of the covenants, agreements, or provisions of this Interlocal Agreement shall be held contrary to any expressed provision of law or contrary to any policy or expressed law, although not expressly prohibited, contrary to any expressed provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void, and shall be deemed separate from the remaining covenants, agreements, or provisions of this Interlocal Agreement.

9. Matters Unaffected. No right or obligation that may currently or subsequently exist respecting the parties and their relationship one to the other shall be deemed waived or otherwise affected by this Agreement unless such right or obligation is specifically addressed herein.

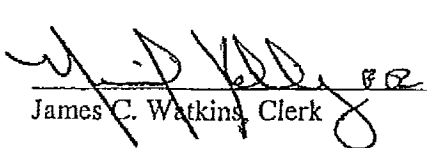
10. Effective Date. This Agreement shall become effective upon, (1) execution by the District and the County, and (2) recording this Agreement in the Public Records of Lake County, Florida.

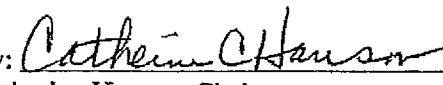
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representative.

ATTEST:

AS TO COUNTY:

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY


James C. Watkins, Clerk

By: 
Catherine Hanson, Chairperson

APPROVED AS TO FORM:

[Signature]

Sanford Minkoff, County Attorney

AS TO DISTRICT:

ATTEST:

CENTRAL LAKE COMMUNITY
DEVELOPMENT DISTRICT

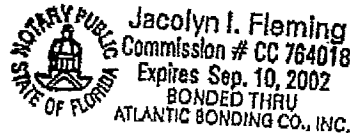
By: *[Signature]*
Robert Beucher, District Supervisor

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 4 day of May, 2001,
by Robert Beucher, District Supervisor of Central Lake Community Development District, a local unit of
special purpose government, who did not take an oath.

Jacelyn I. Fleming
Notary Public - State of Florida

JACOLYN I. FLEMING
Printed Name of Notary Public



My Commission Expires: 09-10-02

Serial/Commission Number: CC 764018

Personally known ☒ or ☐ produced identification

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 10 day of May, 2001,
by Catherine Hanson as Chairperson and by James C. Watkins as Clerk on behalf of the Board of County
Commissioners of Lake County, Florida, who did not take an oath.
who, did not take an oath.

Wendy L. Taylor
Notary Public State of Florida

Wendy L. Taylor
Printed Name of Notary Public

My Commission Expires: _____

Serial/Commission Number: _____



Personally known ✓ or _____ produced identification

Type of identification produced: _____

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Central Lake Community Development District-Proposed Amendment



Legend

- Thick black line: Township Boundary
- Thin black line: Original CDD Boundary
- Diagonal hatching: Current Service Area
- Grid pattern: Section Grid and Government Lots
- Small squares: New Amendments
- Overlapping areas: Overlay Existing Service Area

The map is NOT a survey and is intended for general guidance only. The Lake County Board of County Commissioners, its employees, agents, and personnel make no warranty as to the accuracy, reliability, or completeness of the data, information, opinions, proprietary knowledge and services provided. The Lake County Board of County Commissioners is not responsible for any and all damages, including consequential damages, arising from the use of this map. THE USER OF THIS MAP ASSUMES ALL LIABILITY FOR ANY AND ALL DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THIS MAP. THE USER OF THIS MAP ASSUMES ALL LIABILITY FOR ANY AND ALL DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THIS MAP.