THE COUNTY OF LAKE, FLORIDA, AND CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT

THIS INTERLOCAL AGREEMENT is entered into this 10 day of 199, 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. <u>Authority</u>. This Agreement is entered into pursuant to the authority set forth in Chapters 163, and 190, Florida Statutes.
- 2. <u>Definitions</u>. 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. <u>Indemnification of County by District</u>. 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.

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

AS TO COUNTY:

ATTEST:

BOARD OF COUNTY COMMISSIONERS

LAKE COUNTY

Catherine Hanson, Chairperson

APPROVED AS TO FORM:

William	
Sanford Minkoff, County Attorney	•
	AS TO DISTRICT:
ATTEST:	CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT
	By: KWK Juwker Robert Beucher, District Supervisor
STATE OF FLORIDA COUNTY OF LAKE	
The foregoing instrument was acknowledg by Robert Beucher, District Supervisor of Central special purpose government, who did not take an	ed before me this <u>4</u> day of <u>May</u> , 2001, Lake Community Development District a local unit of oath.
Yarslyn J. Ileming Notary Public - State of Florida	Jacolyn I. Fleming
JACOLYN T. FLENING- Printed Name of Notary Public	Commission # CC 764018 Expires Sep. 10, 2002 BONDED THRU ATLANTIC BONDING CO., INC.
My Commission Expires: 09-10-02	
Serial/Commission Number: <u>CC 764018</u>	· · · · · · · · · · · · · · · · · · ·
Personally known or produced iden	tification
STATE OF FLORIDA COUNTY OF LAKE	
	d before me this 10 day of 100, 2001, C. Watkins as Clerk on behalf of the Board of County not take an oath.
Wendy & Dayer Notary Public State of Florida	, ·
Windu L. Taylov Printed Name of Notary Public	
My Commission Expires:	WENDY L. TAYLOR MY COMMISSION # CC 8331. EXPIRES: September 5, 200.
Serial/Commission Number:	EXPIRES: September 5, 200. Bonded Thru Notary Public Underwith

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Personally known or produced identification
Type of identification produced:

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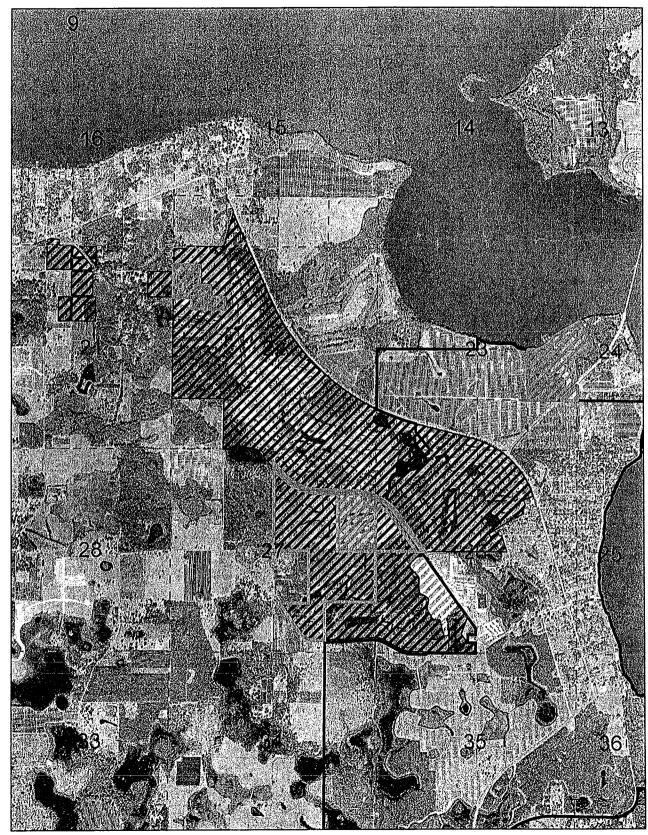
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Central Lake Community Development District-Proposed Amendment



inch equals 2,520 feet



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