

**INTERLOCAL AGREEMENT
BETWEEN VILLAGES OF GLEN CREEK
COMMUNITY DEVELOPMENT DISTRICT
AND MANATEE COUNTY**

THIS INTERLOCAL AGREEMENT is made as of this 13th day of February, 2018, by and between VILLAGES OF GLEN CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government (hereinafter referred to as "District") and MANATEE COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "County").

WHEREAS, the City of Bradenton, Florida adopted Ordinance No. 2852, effective on December 13, 2006, approving the formation of the District; and

WHEREAS, the District is a master-planned community located on approximately 229.34 acres of land (the "Development") which lies within the boundaries of the City of Bradenton, Florida, in Section 34, Township 34 South, Range 18 East and Section 6, Township 35 South, Range 18 East (the "Property"). The Property is located on the east side 15th Street East, south of Martin Luther King Avenue, west of 27th Street East and north of 30th Avenue East; and

WHEREAS, the District filed a Petition to Expand the Boundaries of the Villages of Glen Creek Community Development District with the City of Bradenton, Florida, pursuant to Section 190.046, Florida Statutes, requesting to expand the District; and

WHEREAS, the property that the District has requested to bring into the District is located within the boundaries of Manatee County, Florida (the "Expansion Parcels"); and

WHEREAS, the District simultaneously filed a Petition to Expand the Boundaries of the Villages of Glen Creek Community Development District with the County, requesting consent and approval from the County to the expansion of the District pursuant to Section 190.046(1)(c), Florida Statutes; and

WHEREAS, in order the District to expand its boundaries to include the Expansion Parcels located within the County's jurisdiction, this Interlocal Agreement ("Interlocal Agreement") is entered into pursuant to Section 190.012(1)(h), Florida Statutes; and

WHEREAS, Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act", permits the County and District to enter into this Interlocal Agreement to exercise the powers, privileges and authority which they share in common and which each might exercise separately, in order to make the most efficient use of their powers.

NOW, THEREFORE, the parties hereto agree, in consideration of the above, and the promises and undertakings hereinafter set forth, as follows:

Article I AUTHORITY

This Interlocal Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Florida, including expressly (but not limited to) Section 1 of Article VIII of the Constitution of the State of Florida, Chapters 125 and 190 of Florida Statutes and Section 163.01 of Florida Statutes.

Article II OPERATIVE PROVISIONS

2.1 Incorporation of Recitals. The above recitals are true and correct and incorporated herein as if set forth below.

2.2 Expansion of the District Boundaries. The County hereby consents to the District expanding its boundaries to include Expansion Parcels as described on Composite Exhibit "A" attached hereto, which are located within the County's jurisdiction.

~~**2.3 Development Approvals; Permits and Bonds.** Nothing in this Interlocal Agreement shall change or modify the terms of any development agreement or applicable zoning.~~

Article III EFFECTIVE DATE.

3.1 Effective Date. This Interlocal Agreement shall take effect as of its date set forth above and shall remain in effect for as long as the Expansion Parcels remain within the jurisdictional limits of the County.

Article IV AMENDMENTS; ENFORCEMENT

4.1 Amendments Generally. This Interlocal Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the Board of County Commissioners and for the District by its governing body, and only if properly executed by all the parties hereto.

4.2 Enforcement. The parties to this Interlocal Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article V MISCELLANEOUS PROVISIONS

5.1 Validity. After consultation with their respective legal counsel, the County and the District each represents and warrants to the other its respective authority and power under Florida law to enter into this Interlocal Agreement, acknowledges the validity and enforceability of this Interlocal Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The District and the County each hereby represents, warrants and covenants to and with the other (i) that this Interlocal Agreement has been validly approved by its respective governing body at a duly held public meeting, and (ii) that this Interlocal Agreement constitutes a legal, valid and binding contract enforceable against the

respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

5.2 No General Obligation. Notwithstanding any other provisions of this Interlocal Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the District, the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely in the manner and to the extent provided in or contemplated by the respective authorizing instruments and this Interlocal Agreement.

5.3 Indemnification. To the extent permitted by law, and from legally available funds, each of the parties hereto (in such context, an "indemnifying party") shall defend, indemnify and save harmless the other, its officers, agents, employees and assigns, from and against any and all liabilities, claims, damages, losses and expenses, including costs and attorneys fees, arising out of or resulting from the negligent or wrongful acts or omissions of such indemnifying party, its officers, agents or employees, made in connection with the performance of the acts, duties, covenants and obligations contemplated in, or imposed pursuant to, this Interlocal Agreement.

5.4 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Interlocal Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

5.5 Ambiguities; Construction. Both parties have been allowed equal input regarding the terms and wording of this Interlocal Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter; All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identities of the party or parties, personal representatives, subcontractors, successors or assigns may require.

5.6 Headings. The headings or captions of sections or paragraphs used in this Interlocal Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Interlocal Agreement.

5.7 Severability. The provisions of this Interlocal Agreement are declared by the parties to be severable.

5.8 Governing Law; Venue. This Interlocal Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Interlocal Agreement shall be in the Circuit Court for the Twelfth Judicial Circuit in Manatee County, Florida.

5.9 Full Agreement; Filing with Clerk of Circuit Court. This Interlocal Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties with respect to such matters are null and void and of no effect. As required by Subsection 163.01(11) of Florida Statutes, this Interlocal Agreement and all amendments thereto shall be filed with the Clerk to the Circuit Court for Manatee County.

5.10 Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County: Department Director
Building & Development Services Manatee County
1112 Manatee Avenue West, 4th Floor
Bradenton, Florida 34205
Facsimile: (941) 708-6152

With copies to: Manatee County Attorney's Office
1112 Manatee Avenue West, 9th Floor
Bradenton, Florida 34205
Attention: County Attorney
Facsimile: (941)749-3089

If to District: Villages of Glen Creek Community Development District
15310 Amberly Drive, Suite 175
Tampa, Florida 34647
Via Email: Paul.Cusmano@dpg.com

With copies to: John M. Vericker, Esq.
Straley Robin Vericker
1510 W. Cleveland Street
Tampa, Florida 33606
Facsimile: (813) 223-5043

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

[signature page to follow]

WHEREFORE, the County and the District have executed this Interlocal Agreement as of the date and year first above written.

MANATEE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
County Administrator

**VILLAGES OF GLEN CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By:  _____
Michael Lawson
Chair of the Board of Supervisors