

Prepared by and return to:
Jan A. Carpenter, Esq.
Latham, Shuker, Eden & Beaudine, LLP
111 N. Magnolia Ave., Suite 1400
Orlando, FL 32801

INTERLOCAL AGREEMENT FOR RIGHTS-OF-WAY MAINTENANCE

THIS INTERLOCAL AGREEMENT FOR RIGHTS-OF-WAY MAINTENANCE (the "Interlocal Agreement"), dated this ____ day of _____, 2015, is entered into by and between the CITY OF ORLANDO, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida (the "City"), and the STOREY PARK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, (the "District").

WITNESSETH:

WHEREAS, the District is an independent special district and a local unit of special-purpose government which is created pursuant to the Chapter 190, *Florida Statutes* (the "Act"), and is limited to the performance of those specialized functions authorized by the Act and the City Ordinance 2015-07 establishing the District (the "Ordinance"); and

WHEREAS, pursuant to the Ordinance and the Act, the District is presently authorized to construct, acquire, and maintain infrastructure improvements and services set forth in section 190.012(1), *Florida Statutes*, for which the District may impose, levy and collect non-ad valorem special assessments on land within the boundaries of the District; and

WHEREAS, the District and/or the developer of lands within the District, in accordance with its plan for development, has constructed certain roadway, transportation, pedestrian, landscaping and aesthetic improvements in rights-of-way both within and adjacent to the District, and a portion or portions of these rights-of-way and associated improvements have been dedicated to, and accepted by, the City (such rights-of-way that have been accepted, and are in fact owned, by the City, shall be referred to herein as the "City ROW"), while other rights-of-way may be dedicated to the City in the future (the "Future City ROW"); and

WHEREAS, both the City ROW and potential Future City ROW are depicted on Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the City is ultimately responsible for maintenance of the City ROW and, upon the City's final acceptance of any portion of the Future City ROW, will also be responsible for maintenance of that accepted portion of Future City ROW; and

WHEREAS, the City has previously expressed its consent to allow the District to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain additional systems and facilities including, but not be limited to, monument or other signage, decorative walls and lighting, street

light poles and fixtures, pedestrian paths, irrigation systems, landscaping, trees, sod and other plantings, all within the City ROW and Future City ROW (such improvements that have been constructed by the District and have not been dedicated to the City shall be referred to herein as the "improvements"); and

WHEREAS, the City has no particular objection to the placement of said Improvements provided that (i) the City has first granted approval of an improvement plan for the subject right-of-way; (ii) the City retains plenary authority to remove the Improvements, or have the Improvements removed, for the benefit of the public should circumstances so require in the future; and (iii) the District receives any necessary right-of-way encroachment agreement, easement, right-of-way permit, or other appropriate instrument; and

WHEREAS, although the City will retain ultimate responsibility for the maintenance of the City ROW and all Improvements therein, the parties desire that the District shall have the option, subject to the provisions hereof, to maintain all or a portion of the Improvements within City ROW to a higher standard than the City would otherwise; and

WHEREAS, pursuant to section 190.012(1)(g) of the Act, installation of the Improvements and associated operation and maintenance may be undertaken by the District if the Improvements are the subject of an agreement between the District and a governmental entity and are consistent with the comprehensive plan of the City; and

WHEREAS, it is in the mutual interest of the City and the District to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services in and around the District; and

WHEREAS, section 163.01, *Florida Statutes*, known as the "Florida Interlocal Cooperation Act of 1969" (hereinafter, the "Cooperation Act"), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities, and

WHEREAS, the City and the District find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the City and the District desire to exercise jointly their common powers and authority concerning the installation, construction, and maintenance of the District Improvements, as well as the maintenance of the City ROW; the avoidance of inefficiencies caused by the unnecessary duplication of services and facilities; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies; and

WHEREAS, this Interlocal Agreement shall serve as the "agreement between the District and a governmental entity" required by section 190.012(g) of the Act; and

WHEREAS, the Improvements are not inconsistent with the City's comprehensive plan.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the District agree as follows:

1. Recitals. The foregoing recitals are true and correct and form a material part of this Agreement.
2. Maintenance Responsibilities of the City. The City shall, at its sole cost, perpetually maintain all improvements of any kind currently located within any City ROW (the "Maintenance Area"), subject to the conditions set forth herein. City maintenance within the Maintenance Area shall occur at a level, intensity, and frequency consistent with all applicable City standards and practices (as those may be amended from time to time), and shall, in any event, be performed at a level, intensity, and frequency commensurate with other City-owned rights-of-way of a similar nature and type. The City's maintenance obligation, as described herein, includes the right and authority to remove, or terminate the maintenance of, any improvements within the Maintenance Area, if said removal or termination of maintenance is consistent with City standards and policies.
3. District's Optional Maintenance. Notwithstanding anything herein, the District shall, at the District's sole cost and expense, have the option, but not the obligation, upon prior written notice to the City, to perform all or a portion of the City's maintenance obligations with respect to the Improvements (and other services, such as irrigation, fertilization and pest control) within the Maintenance Area at intervals more frequent than the City's regularly scheduled maintenance in order to enhance the aesthetic quality of the Maintenance Area. The performance of this additional maintenance by the District shall be completely within the District's sole discretion and shall not relieve or supplant, in any way, the City's obligations, either under this Agreement or currently existing, to maintain the Maintenance Area. Upon the District's election to maintain all or a portion of the Improvements in a given area, the District and the City shall create and agree upon a cooperated maintenance schedule, if necessary, prior to initiating maintenance activities for identified Improvements. The parties hereto acknowledge that the District has previously elected to maintain a certain portion of City ROW adjacent to the District known as "Dowden Road."
4. Right of Entry. Subject to the limitations described in paragraph 2 above, the City hereby grants the District a right of entry authorizing District to enter upon the City ROW, as necessary, to accomplish District's optional maintenance under this Agreement.
5. District Improvements; Additional Landscaping or Irrigation. The District Improvements shall be or have been installed in conformance with plans submitted to the City. The District Improvements shall be, or have been, installed, constructed, and maintained in such a manner as will not interfere with the use of the roadway by the public, maintenance by the City, or create a safety hazard on such roadway. If the City reasonably determines that the District Improvements do create a maintenance problem or safety hazard, then the District, at its sole expense, shall be responsible for relocating the offending District Improvements in such a manner so as to eliminate the problem or hazard, to the reasonable satisfaction of the City. In ascertaining whether a maintenance problem or safety hazard is evident, the City may require the District to retain an appropriately qualified design professional to perform an investigation. The City may use the investigatory report of the design professional in determining whether a District Improvement must be removed or reconfigured. The District may, in its sole discretion, submit an engineer's plan to the City describing the potential installation of additional landscaping and/or irrigation within the Maintenance Area. City shall, within thirty (30) days of the submittal, either approve the plan, reject the plan or provide a

revised plan for District's consideration. District shall have the authority, at its sole cost, to install and maintain additional landscaping and/or irrigation within the Maintenance Area, as approved by the City. The parties hereto acknowledge that the City has previously approved the District's landscaping/irrigation plan applicable to a certain portion of City ROW adjacent to the District known as "Dowden Road."

6. Addition of Future City ROW. The parties hereby acknowledge and agree that any and all portions of Future City ROW (as defined and identified herein) shall be, upon the City's final acceptance of such right-of-way pursuant to its standard procedures, deemed and treated as City ROW/Maintenance Area in accordance with the terms of this Agreement. It is the intent of the parties that such conversion from Future City ROW to City ROW, and the corresponding change in status under this Agreement, shall be automatic and shall not require any further action, written or otherwise, on behalf of the parties to give the conversion effect or validity.

7. Release. To the extent authorized by law, and subject to the District performing its obligations under this agreement, the City hereby releases the District, its representatives, agents, employees, and elected officials from any and all liability or claims arising out of the District's maintenance activities within the Maintenance Area.

8. Priority of City ROW. The Improvements within the Maintenance Area shall not be installed or maintained in such a manner so as to interfere, in any way, with the City's operation or maintenance of any City ROW. It is understood between the parties hereto that the Improvements covered by this Agreement may be removed, relocated, or adjusted by the City, without liability to the District, at any time in the future as determined to be necessary by the City, in its sole discretion. In addition to the foregoing, should the City determine, within its reasonable discretion, and request in writing to the District that the volume, duration, manner, or frequency of irrigation within the maintenance area should need to be changed in order to preserve the integrity of the City's infrastructure within the Maintenance Area, the District must comply with such written request, but only after the parties hereto have met in good faith to discuss any reasonable potential alternatives and found none to be sufficient to alleviate the City's concerns. The District will ensure that any rain sensor on an irrigation clock is maintained in good working order at all times, and that the rate of irrigation water used complies with the City and South Florida Water Management District standard irrigation policies.

9. Indemnification. Subject to, and specifically restricted by, the limited waiver of sovereign immunity set forth in the applicable Florida Statutes, the District agrees that it shall release, indemnify, and hold the City, its representatives, employees and elected and appointed officials harmless from and against all claims, damages, loss and expenses of any sort, including reasonable attorney's fees and costs including appeals, arising out of or resulting from any tort, intentional action, negligent act or omission of the District, its representatives, employees, agents, contractors, subcontractors, or anyone for whose act or acts any of them may be responsible or liable, for acts or omissions occurring in the Maintenance Area and resulting from District's activities as authorized. Notwithstanding the foregoing, nothing herein shall act or be construed to indemnify the City to the extent of any tort, intentional action, negligent act or omission of the City, its representatives, employees, agents, contractors, subcontractors with respect to the operation of City ROW or any of the City's activities within the City ROW.

10. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., by telecopier device) or within three (3) days after depositing with the United

States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

City: City of Orlando, Florida
400 South Orange Avenue
Orlando, Florida 32801
Attn: City Engineer
Telephone: (407) 246-3222
Telecopy: (407) 246-2266

District: Storey Park Community Development District
c/o Governmental Management Services-Central Florida, LLC
135 W. Central Avenue, Suite 320
Orlando, Florida 32801
Attn: George S. Flint
Telephone: (407) 841-5524
Telecopy: (407) 839-1526

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

11. Modification. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties and recorded in the Official Records of Orange County, Florida.

12. Successors and Assigns. The terms and conditions of this Agreement shall constitute covenants running with the land, and all rights and privileges granted herein shall be appurtenant to the lands herein described and, except as hereinafter set forth, shall run with said lands forever and be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives, successors and assigns of the parties hereto and shall continue in perpetuity, unless otherwise modified in writing by the parties hereto.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties.

14. Attorneys' Fees. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties the Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the Agreement, or in the event any party hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

15. Relationship Between the parties. The parties acknowledge and agree that the relationship created hereby is solely as a result of and arising from the relationship of District and City as the entities

responsible for the operation and maintenance of adjacent properties, respectively. It is not intended hereby, and nothing contained herein shall be construed, to establish any other relationship between the parties. Specifically, nothing contained in this Agreement, nor the relationship between the parties which may arise as a result of the provisions of this Agreement, are intended to, or shall be construed as, creating a partnership, joint venture, or other such relationship as between the parties.

16. Section Headings. The section headings as used herein are for convenience of reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations and warranties herein set forth, or limit the provisions or scope of any section herein.

17. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

18. Recording of Agreement. The District shall be responsible for recording this Agreement (including all costs associated therewith) within the Official Records of Orange County, Florida and shall send a copy of said recorded Agreement to the City within thirty (30) days of the Effective Date of this Agreement.

19. Counterpart Execution. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same instrument.

20. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida.

21. Controlling Laws. The parties to this Agreement agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations.

22. Legal Counsel. The District and City acknowledge that they have had ample opportunity to seek and consult with independent legal counsel prior to executing this Agreement, and that they represent and warrant that they have sought such independent legal advice and counsel or have knowingly and voluntarily waived such right.

23. Negotiation. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arm's length and that this Agreement, and all documents executed in connection herewith, were prepared and executed without undue influence by any party or on any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

24. Sovereign Immunity. Nothing in this Agreement shall be deemed a waiver of sovereign immunity or limit of liability of the District or the City, including their respective supervisors, commissioners, officers, agents or employees, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and

nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

25. Termination of Agreement. The City and the District both retain the right to terminate this Agreement upon thirty (30) days' notice by notifying the other party in writing of such termination at the address listed in Section 10 of this Agreement.

26. Effective Date. The effective date of this Agreement (the "Effective Date") is the date on which the last party executes this Agreement and delivers a fully-executed counterpart hereof to the other party.

[Signatures pages to follow.]

**SIGNATURE PAGE FOR INTERLOCAL AGREEMENT
FOR RIGHTS-OF-WAY MAINTENANCE**

IN WITNESS WHEREOF, the parties have caused this Agreement to be made and executed as of the day and date first above written.

"CITY"

CITY OF ORLANDO, FLORIDA,
a municipal corporation organized
and existing under the laws of
the State of Florida

ATTEST:

By: _____
Alana Brenner, City Clerk

By: _____
Mayor / Mayor Pro Tem
Date: _____

Approved as to form and legality for the use and
reliance of the City of Orlando, Florida only

_____, 2015

By: _____
Assistant City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, as Mayor/Mayor Pro Tem, of the CITY OF ORLANDO, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, on behalf of the City. He/she is personally known to me or has produced _____ as identification.

Printed Name: _____
Notary Public, State of Florida
My Commission Expires: _____
My Commission No.: _____

{SEAL}

**SIGNATURE PAGE FOR INTERLOCAL AGREEMENT
FOR RIGHTS-OF-WAY MAINTENANCE**

"DISTRICT"

STOREY PARK COMMUNITY DEVELOPMENT
DISTRICT,
a Florida community development district

ATTEST:

By: _____

Print: _____
Secretary/Asst. Secretary

By: _____

Bennett Ruedas
Chairman, Board of Supervisors

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by
Bennett Ruedas as Chairman of the Board of Supervisors of the Storey Park Community Development
District, a Florida community development district. He is personally known to me or has produced
_____ as identification.

Printed Name: _____

Notary Public, State of Florida

My Commission Expires: _____

My Commission No.: _____

{SEAL}

COMPOSITE EXHIBIT "A"

MAP ILLUSTRATING CITY ROW and FUTURE CITY ROW

COMPOSITE EXHIBIT "A"
EXISTING CITY RIGHT-OF-WAY
PAGE 1 OF 3

Legal Description

A portion of Section 4, Township 24 South, Range 31 East, City of Orlando, Orange County, Florida, being more particularly described as follows:

Commence at the northeast corner of the Southeast 1/4 of said Section 4; thence run N 89°52'32" W, along the north line of the Southeast 1/4 of said Section 4, a distance of 1086.20 feet; thence, departing said north line, run S 00°07'28" W, a distance of 309.61 feet for the POINT OF BEGINNING; thence run S 06°23'35" E, a distance of 125.00 feet to a point on a non-tangent curve, concave northerly, having a radius of 1,637.50 feet; thence, on a chord bearing of S 86°05'24" W and a chord distance of 141.89 feet, run westerly along the arc of said curve, a distance of 141.93 feet, through a central angle of 04°57'58" to the point of tangency thereof; thence run S 88°34'23" W, a distance of 2,077.68 feet; thence run S 88°47'51" W, a distance of 549.88 feet to a point of curvature of a curve, concave southerly, having a radius of 10,937.50 feet and a central angle of 02°06'57"; thence run westerly, along the arc of said curve, a distance of 403.92 feet to a point of reverse curvature of a curve, concave northerly, having a radius of 11,062.50 feet and a central angle of 02°06'56"; thence run westerly along the arc of said curve, a distance of 408.48 feet to a point on the east line of INNOVATION WAY AT SR 417 INTERCHANGE, as described and recorded in Official Records Book 10182, Page 3086, Public Records of Orange County, Florida; thence run N 01°21'14" W, along said east line, a distance of 125.00 feet to a point on a non-tangent curve, concave northerly, having a radius of 10,937.50 feet; thence, departing said east line, on a chord bearing of N 87°44'25" E and a chord distance of 404.17 feet, run easterly along the arc of said curve, a distance of 404.19 feet, through a central angle of 02°07'02" to a point of reverse curvature of a curve, concave southerly, having a radius of 11,062.50 feet and a central angle of 02°06'57"; thence run easterly along the arc of said curve, a distance of 408.53 feet to the point of tangency thereof; thence run N 88°47'51" E, a distance of 549.64 feet; thence run N 88°34'23" E, a distance of 2,077.44 feet to a point of curvature of a curve, concave northerly, having a radius of 1,512.50 feet and a central angle of 04°57'58"; thence run easterly, along the arc of said curve, a distance of 131.10 feet to the POINT OF BEGINNING.

Containing 10.26 acres, more or less.

Not a Boundary Survey.

The legal description was prepared by the Surveyor.

See Sheet 2 of 2 for sketch.

Dashed lines represent the proposed plat of STOREY PARK-PHASE 1.

Lines shown hereon are radial unless noted NR (non-radial).

O.R.B. - Official Records Book

SKETCH OF DESCRIPTION ONLY - NOT A SURVEY

NO CORNERS WERE SET AND GANUNG-BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.

Sketch of Description
of

Dowden Road

situated in

Section 4, Township 24 South, Range 31 East
City of Orlando, Orange County, Florida

PREPARED FOR:

Lennar Homes, LLC

JOB NO.

0813.36

SHEET

1 of 2

DATE

3/10/15

SCALE

As Noted

SKETCH OF DESCRIPTION NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY SOMEONE OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.

GBA 15 NO. 7164

[Signature]
R. CLAYTON GANUNG
REG. P.L.S. NO. 5236

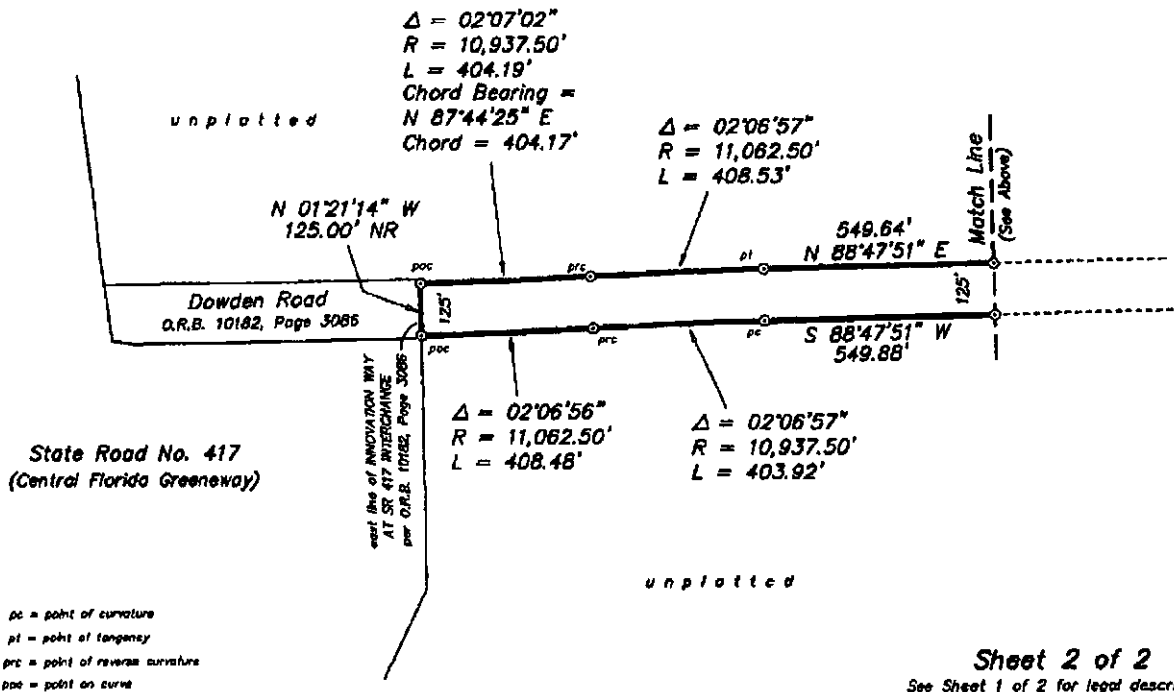
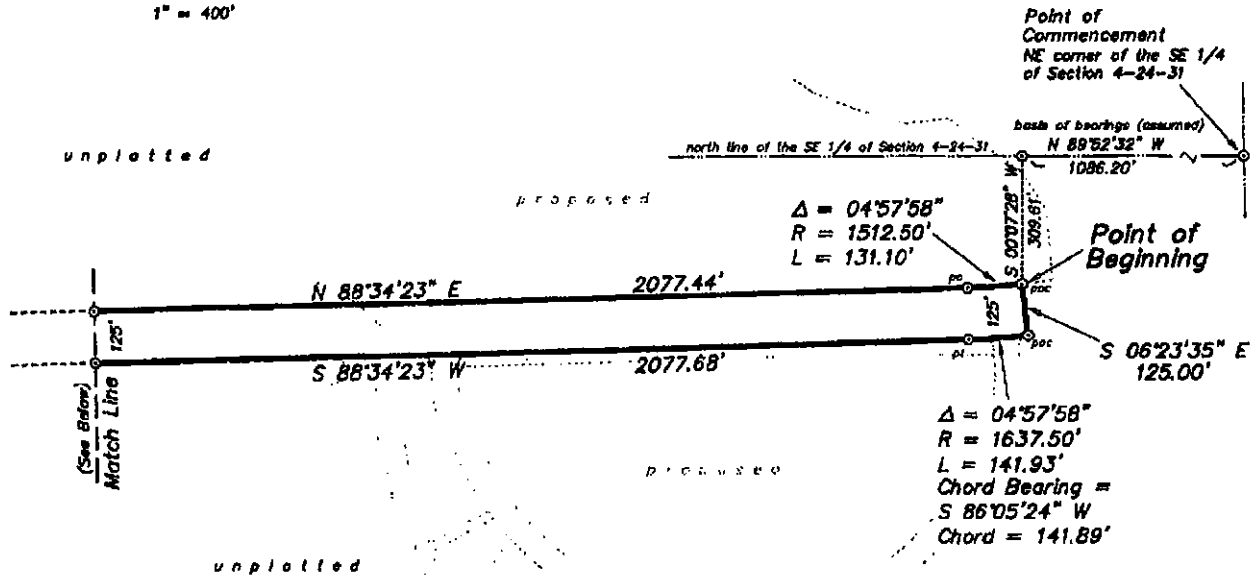


GANUNG - BELTON ASSOCIATES, INC.

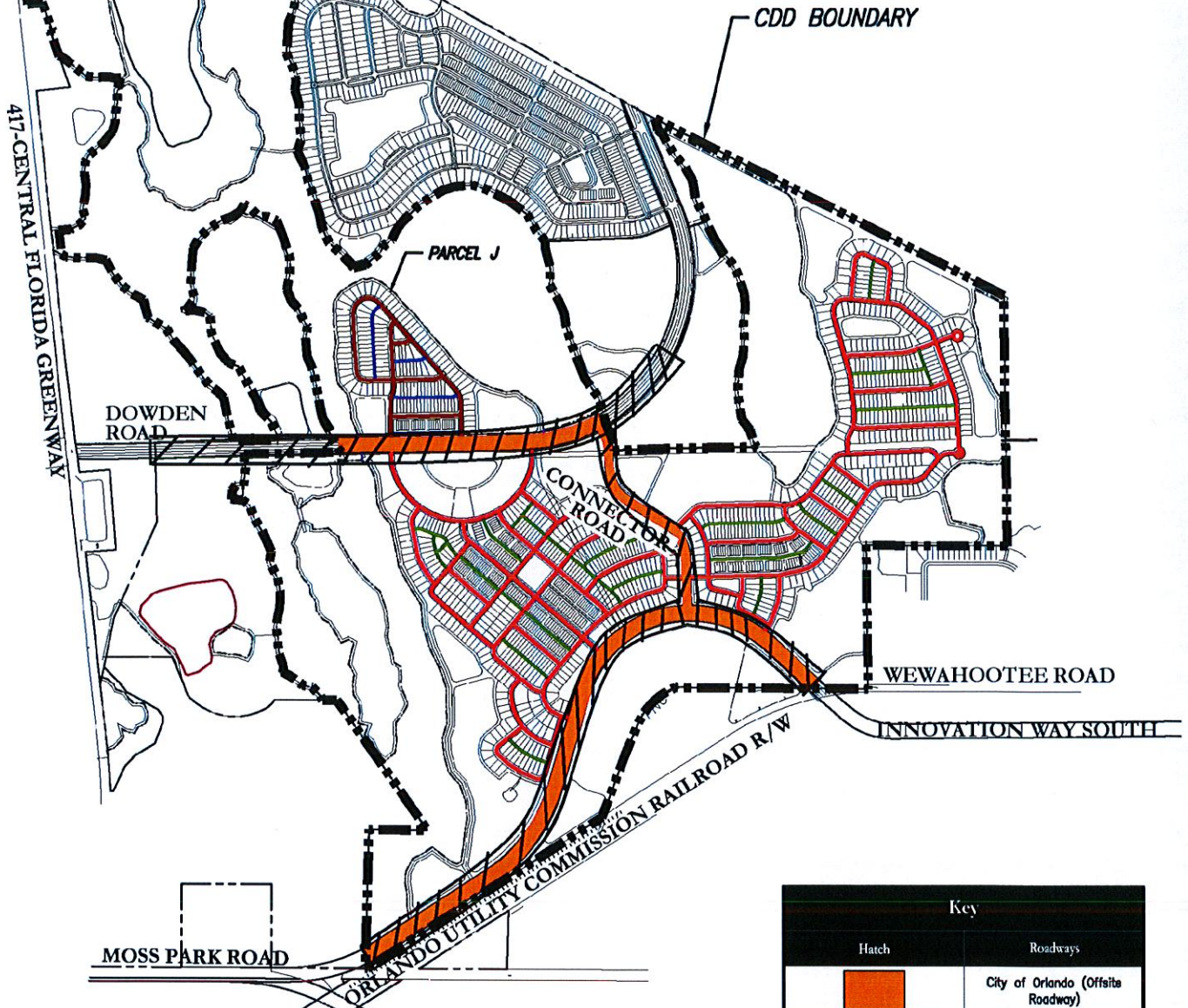
professional surveyors and mappers

1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6656

COMPOSITE EXHIBIT "A"
EXISTING CITY RIGHT-OF-WAY
PAGE 2 OF 3



Composite Exhibit "A"
Future and Existing Right-of-Way
Page 3 of 3



NOTES:

1. PARCEL J IS ANTICIPATED TO BE A GATED COMMUNITY. THEREFORE THE ROADWAYS WILL BE PRIVATELY OWNED BY THE HOA.
2. THE CONSTRUCTION COSTS FOR DOWDEN ROAD, INNOVATION WAY SOUTH, AND THE CONNECTOR ROAD ARE NOT INCLUDED IN THE DISTRICT CAPITAL IMPROVEMENTS PLAN

Key	
Hatch	Roadways
	City of Orlando (Offsite Roadway)
	CDD-Roads
	CDD-Alleys
	HOA-Roads
	HOA-Alleys

Roadway Ownership Map
Storey Park Community Development District

POULOS & BENNETT

June 18, 2015
P & B Job No.: 12-080

4625 Halder Lane, Suite B
Orlando, Florida 32814 407.487.2594

www.poulosandbennett.com
Certificate of Authorization No. 28567

