

AN ORDINANCE ESTABLISHING THE NARCOOSSEE COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; NAMING THE DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; DESIGNATING PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the proposed community development district consists of approximately 416 acres of land located entirely within the city limits on a site which is bordered on the west by Narcoossee Road, on the north by the Brunetti Property, on the south by the Lake Nona Planned Development and on the east by the Randall Johnson Property Planned Development and such property is currently zoned planned development with a current land use designation of mixed use/neighborhood development, conservation use and transitional wildlife habitat overlay; and

WHEREAS, LaVina Development, Inc. and LaNona Partners, L.L.C. (the "Landowners") are the owners of fee simple title to one hundred percent (100%) of the real property to be included in the proposed community development district; and

WHEREAS, C & G Real Estate Group, Inc. ("Petitioner"), having obtained written consent of the Landowners to the establishment of the community development district, petitioned the City Council of the City of Orlando (the "City") to adopt an ordinance establishing the Narcoossee Community Development District (the "District") pursuant to Chapter 190, Florida Statutes (2001); and

WHEREAS, Petitioner is a company authorized to conduct business in the State of Florida whose address is 706 Turnbull Avenue, Suite 102, Altamonte Springs, Florida, 32701; and

WHEREAS, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at a duly noticed public hearing conducted by the City on March 4, 2002; and

City Council Meeting: 03-04-02
Item: 7-9 Documentary: 020304709

WHEREAS, upon consideration of the record established at that hearing, the City determined that the statements within the Petition were true and correct, that the establishment of the District is not inconsistent with any applicable element or portion of the state comprehensive plan or the local government comprehensive plan, that the land within the District is of sufficient size, is sufficiently compact, and sufficiently contiguous to be developable as a functionally interrelated community, that the District is the best alternative available for delivering community development services and facilities to the area served by the District, that the services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities, and that the area to be served by the District is amenable to separate special district governance; and

WHEREAS, establishment of the District will constitute a timely, efficient, effective, responsive and economic way to deliver community development services in the area described in the petition.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ORLANDO CITY COUNCIL, ORLANDO, FLORIDA:

SECTION 1: AUTHORITY. This ordinance is adopted in compliance with and pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (2001).

SECTION 2: DISTRICT NAME. There is hereby created a community development district situated entirely within incorporated Orlando, Florida, which District shall be known as the "Narcoossee Community Development District."

SECTION 3: EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are described in Exhibit A attached hereto, the overall parcel containing 416 acres, more or less.

SECTION 4: FUNCTIONS AND POWERS. The powers and functions of the District are described in Chapter 190, Florida Statutes, as amended.

SECTION 5: BOARD OF SUPERVISORS. The five persons designated to serve as initial members of the District's Board of Supervisors are as follows:

Name: Allan N. Goldberg
Address: 706 Turnbull Avenue, Suite 102, Altamonte Springs, FL 32701

Name: William W. Cole, Jr.
Address: 706 Turnbull Avenue, Suite 102, Altamonte Springs, FL 32701

Name: Pete Small
Address: 215 North Westmonte Drive, Altamonte Springs, FL 32714

Name: Robert Fromm
Address: 590 Northwest Peacock Boulevard, Port St. Lucie, Florida 34986

Name: Michael Amsterdam
Address: 201 South Orange Avenue, Suite 1350, Orlando, Florida 32801

All of the above-listed persons are residents of the State of Florida and citizens of the United States of America.

SECTION 6. SEVERABILITY. If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed to be severable and the remaining provisions shall continue in full force and effect provided that the invalid, illegal or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

SECTION 7: EFFECTIVE DATE. This Ordinance shall take effect pursuant to general law.
ADVERTISED FEBRUARY 21, 2002.

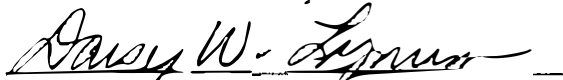
READ FIRST TIME JANUARY 28, 2002.

READ SECOND TIME AND ENACTED MARCH 4, 2002.

ATTEST:

City Clerk

CITY OF ORLANDO, FLORIDA


Mayor Pro Tem

(SEAL)

**PETITIONER'S COMMITMENT AND SERVICES AGREEMENT
REGARDING THE
NARCOOSSEE COMMUNITY DEVELOPMENT DISTRICT**

THIS AGREEMENT is made and entered into this 4th day of March, 2002, by and between **C & G Real Estate Group, Inc.**, a Florida corporation, located at 706 Turnbull Avenue, Suite 102, Altamonte Springs, Florida, 33701 (the "Petitioner"), **LaVina Development, Inc.**, a Florida corporation, **LaNona Partners, L.L.C.**, a Florida limited liability company and the **City of Orlando, Florida**, a municipal corporation (the "City").

RECITALS

WHEREAS, the Petitioner on October 26, 2001, filed a petition pursuant to Chapter 190, Florida Statutes (2001), (the "Petition") with the City to establish a community development district to be known as the Narcoossee Community Development District (the "District"); and

WHEREAS, the Petitioner has submitted Affidavits of Ownership to the City demonstrating that LaVina Development, Inc. and LaNona Partners, L.L.C. (collectively, the "Landowners") are the owners of fee simple title to one hundred percent (100%) of the real property proposed to be included in the District; and

WHEREAS, the Petitioner has submitted Landowner Consents from both LaVina Development, Inc. and LaNona Partners, L.L.C. to the City demonstrating that the Petitioner has the consent of all owners of land proposed to be included in the District for the establishment of the District; and

WHEREAS, Petitioner has provided to Real Estate Research Consultants for the purpose of preparation of its report dated January 29, 2002, and to the City of Orlando copies of all financial documents related to the establishment of the District, including, but not limited to, budget reports, cash flow summaries, and statements of estimated regulatory costs; and

WHEREAS, upon its establishment, the initial Board of Supervisors for the District (the "Board") shall consider an interlocal agreement between the District and the City to provide for a limitation on certain capital assessments, provision of municipal services, and selection of professional services (the "Interlocal Agreement"); and

WHEREAS, the City and the Petitioner have agreed on the terms of an agreement for use as the Interlocal Agreement (the "Proposed Agreement"); and

WHEREAS, the Petitioner and Landowners have agreed to present the Proposed Agreement to the Board with their recommendation for its adoption.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by both parties, the parties agree as set forth herein.

1. The Recitals are true and accurate and shall constitute a material part of this Agreement.

2. The City and Petitioner agree on the financial needs and budget of the District, and the Petitioner represents that the financial documents provided to Real Estate Research Consultants and the City are a true and accurate representation of the estimated costs and expenses of the District to construct the proposed improvements and develop the property as a community development district.

3. The City and the Petitioner acknowledge the Proposed Agreement, attached hereto as Exhibit "A," adequately addresses the concerns of the City and the Petitioner upon the establishment of the District, and the Proposed Agreement is suitable for use as the Interlocal Agreement.

4. The Petitioner and Landowners shall recommend to the Board at its first regularly scheduled meeting that the Proposed Agreement be adopted in its current form to serve as the Interlocal Agreement.

5. City agrees to consider at its March 4, 2002, City Council meeting adoption of the Proposed Agreement, in the form attached hereto, as the Interlocal Agreement.

6. The Petitioner, Landowners and the City agree that if the Board fails to adopt and execute the Interlocal Agreement, the City may repeal the ordinance establishing the District (the "Ordinance") and the Petitioner will formally withdraw its Petition. The Petitioner and Landowners agree not to challenge in any manner the City's action to repeal the Ordinance and dissolve the District pursuant to this paragraph six (6).

7. The District shall be considered a third-party beneficiary to this Agreement.

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IN WITNESS WHEREOF, the City and the Petitioner have executed or have caused this Agreement to be duly executed the day and year first above written.

CITY OF ORLANDO, FLORIDA


By: Glenda E. Hood
Mayor

ATTEST:

Candice J. Crawford
Candice J. Crawford, City Clerk
(Seal)

STATE OF FLORIDA)
COUNTY OF ORANGE)

Sworn to and subscribed before me this 4th day of March, 2002 by Glenda E. Hood and Candice J. Crawford, as the MAYOR and City Clerk of the City of Orlando, Florida, a municipal corporation, on behalf of said municipal corporation. They are personally known to me ☒ OR have produced identification . Type of identification produced .

Dolores Meyer
Notary Public, State of Florida
 Dolores Meyer
Commission # CC 953711
Expires Aug. 26, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

C&G Real Estate Group, Inc., a Florida corporation.

By: William W. Cole, Jr.
William W. Cole, Jr.
Title: President

STATE OF FLORIDA)
COUNTY OF ORANGE)

Sworn to and subscribed before me this 4th day of March, 2002 by William W. Cole, Jr., as the President of C&G Real Estate Group, Inc., a Florida corporation, on behalf of said corporation and as its duly authorized officer. He/she is personally known to me ☒ OR has produced identification . Type of identification produced .

Diane Goldberg
Notary Public, State of Florida



LaVina Development, Inc., a Florida corporation,
As Successor Trustee under the Land Trust dated
April 12, 1991 for The LaVina Trust.

By: [Signature], V.P.
Name: Douglas E. Gorano
Title: Vice President.

STATE OF FLORIDA)
COUNTY OF ORANGE)
St. Lucie

Sworn to and subscribed before me this 1st day of March, 2002 by Douglas E. Gorano, as the
Vice President of LaVina Development, Inc., a Florida corporation, on behalf of said corporation and as its
duly authorized officer. He/she is personally known to me OR has produced identification _____. Type of
identification produced _____.



[Signature]
Notary Public, State of Florida

LaNona Partners, L.L.C., a Florida limited
liability company.

By: [Signature]
Name: DOUGLAS S. MAISE
Title: MANAGING MEMBER

STATE OF FLORIDA)
COUNTY OF ORANGE)

Sworn to and subscribed before me this 4th day of March, 2002 by Douglas Maise, as the
PRESIDENT of LaNona Partners, L.L.C., a Florida limited liability company, on behalf of said
corporation and as its duly authorized officer. He/she is personally known to me OR has produced
identification _____. Type of identification produced _____.

[Signature]
Notary Public, State of Florida

A rectangular notary seal for Diane Goldberg, Notary Public - State of Florida. The seal includes the text "DIANE GOLDBERG", "Notary Public - State of Florida", "My Commission Expires Oct 15, 2005", and "Commission # DD064883".

EXHIBIT "A"

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF ORLANDO,
FLORIDA AND THE NARCOOSSEE COMMUNITY DEVELOPMENT DISTRICT
REGARDING THE EXERCISE OF POWERS AND
COOPERATION ON VARIOUS PROJECTS AND SERVICES**

THIS INTERLOCAL AGREEMENT (the "Interlocal Agreement"), dated as of _____, 2002, is entered into by and between the City of Orlando, Florida (the "City"), a municipal corporation organized and existing under the laws of the State of Florida and the Narcoossee Community Development District (the "District"), a community development district created pursuant to the provisions of Chapter 190, Florida Statutes (2001), with offices located at 210 North University Avenue, Suite 800, Coral Springs, Florida, 33071.

RECITALS:

WHEREAS, on October 26, 2001, C & G Real Estate Group, Inc., a Florida corporation (the "Petitioner") filed a petition pursuant to Chapter 190, Florida Statutes (2001), (the "Petition") with the City to establish a community development district to be known as the Narcoossee Community Development District; and

WHEREAS, the property to be covered by the District is more particularly described by Exhibit "A," attached hereto and incorporated herein; and

WHEREAS, upon review of the Petition and supporting testimony and documentation, including but not limited to surveys, engineering plans and specifications and financial reports, the City Council for the City, on March 4, 2002, granted the Petition; and

WHEREAS, on March 4, 2002, subsequent to the action of City Council granting the Petition, the City Council enacted an Ordinance bearing Documentary No. _____ (the "Ordinance") establishing a community development district pursuant to Chapter 190, Florida Statutes (2001), to be known as the Narcoossee Community Development District; and

WHEREAS, the District consists of that real property wholly within the boundaries described in the Ordinance; and

WHEREAS, the real property which comprises the District was the subject of a Comprehensive Planning and Development Agreement between the City of Orlando, the Orlando Utilities Commission, and The Private Trust Corporation, Ltd., dated July 11, 1994, (the "1994 Development Agreement") which among other things, established duties and responsibilities for the provision of public services; and

WHEREAS, the District is a local unit of special-purpose government which is created pursuant to the "Uniform Community Development District Act of 1980," as codified in Chapter 190, Florida Statutes (2001), and limited to the performance of those specialized functions authorized by the District Act; and

WHEREAS, the governing body of the District is created, organized, constituted and authorized to function specifically as prescribed in the District Act for the delivery of urban community development services; and

WHEREAS, the Petitioner has previously indicated its intent to present to the District's Board of Supervisors, after its establishment, a proposed Interlocal Agreement between the City and the District to further define the relationships and allocate the responsibilities between the City and the District; and

WHEREAS, Petitioner has presented this Interlocal Agreement to the District's Board of Supervisors for approval; and

WHEREAS, pursuant to Chapter 190, Florida Statutes (2001), the District is presently authorized to construct, acquire, and maintain infrastructure improvements and services including, but not limited to, roads, roadway and other drainage collection and water management systems, bridges, water supply and distribution systems, wastewater and reuse systems, streetlighting systems, landscaping, hardscaping, and open space and conservation areas, for which the community development district may impose assessments on land within the district; 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 within the boundaries of the district; and

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," 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 cost effective financing of the acquisition and construction of the infrastructure, public improvements and community facilities; 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.

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:

ARTICLE I: INTRODUCTION

Section 1.01. Authority. This Interlocal Agreement is entered into pursuant to the authority set forth in the Cooperation Act, the District Act and the Home Rule Act, and other applicable laws.

Section 1.02. Recitals and Exhibits. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Interlocal Agreement. All exhibits identified herein are hereby incorporated by reference to the same extent as if fully set forth herein.

Section 1.03. Authority to Contract. The execution of this Interlocal Agreement has been duly authorized by the appropriate body or official(s) of the City and the District, each party has complied with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

Section 1.04. Definitions. The following terms when used in capitalized form herein shall have the respective meaning indicated below unless the context shall clearly indicate otherwise:

"Board of Supervisors" means the initial Board of Supervisors and all subsequent forms of the Board of Supervisors for the District.

"Capital Assessments" means an apportioned charge levied by the District against a Parcel to satisfy the costs and expenses of the Improvements, which shall constitute a special assessment lien on the Parcel. This assessment is intended to refer to the Benefit Special Assessments and Special Assessments, as set forth and described in Section 190.021(2) and 190.022 of the District Act, respectively, for such Improvements.

"Cooperation Act" means Section 163.01, Florida Statutes (2001), known and referred to as the Florida Interlocal Cooperation Act of 1969.

"Developer" means, C & G Real Estate Group, Inc., a Florida corporation, located at 706 Turnbull Avenue, Suite 102, Altamonte Springs, Florida, 32701.

"District Act" means Chapter 190, Florida Statutes (2001), as amended.

"District Counsel" means the law firm of Hopping Green & Sams, P.A. located at 123 South Calhoun Street, Tallahassee, Florida, 32301, or such other law firm or counsel hired by the District having at least five years experience in the area of Community Development Districts.

"Financial Documents" means all documents and instruments prepared by, or on behalf of, the Developer for presentation to Real Estate Research Consultants in preparation of its report to the City, dated _____, 2002, and all other documentation submitted by

Developer to the City in anticipation of the City granting the Petition, including but not limited to budget reports, cash flow summaries, and statements of estimated regulatory costs.

"Force majeure" means acts of God; strikes, lock-outs, or other industrial disturbance; acts of public enemies; war; blockades; riots; acts of armed forces, militia, or public authority; epidemics; breakdown of or damage to machinery, pumps, or pipelines; landslides, earthquakes, fires, storms, tornadoes or floods; governmental restraints of any nature, whether federal, state, county, municipal or otherwise; explosions; failure or inability to obtain necessary materials, supplies, labor or permits or governmental approvals, whether resulting from or pursuant to existing or future rules, regulations, orders, laws or proclamations, whether federal, state, county, municipal or otherwise; or by any other causes not within the reasonable control of the District, and which, even through the exercise of due diligence, the District is unable to overcome.

"Home Rule Act" means Chapter 166, Part I, Florida Statutes, known and referred to as the Municipal Home Rule Powers Act.

"Improvements" shall mean all facilities and capital projects related to infrastructure to be provided by the District, as permitted by Chapter 190, Florida Statutes (2001), to service the Property, which include but are not limited to the following: roads, roadways, drainage collection and waste water management systems, bridges, water supply and distribution systems, waste water and re-use systems, street lighting systems, and open space and conservation areas.

"Interlocal Agreement" means this Interlocal Agreement, dated _____, 2002, between the City and the District.

"Parcel" means a portion of the Property such as a lot, parcel, tract or any other quantity of land capable of being separately conveyed, as described in Section 3.03.

ARTICLE II: DISTRICT POWERS

Section 2.01. Exercise of Powers.

A. **General Powers.** Unless otherwise expressly provided in this section, the City agrees that the District shall retain all other powers, rights, obligations and responsibilities granted or imposed by the District Act, as amended, including but not limited to, the general powers set forth in §190.011 and 190.012(1), Florida Statutes (2001).

B. **Roads.** The District intends to provide public road improvements, including associated landscaping, hardscaping, streetlighting, signage and electrical undergrounding improvements, within and/or contiguous to the boundaries of the District as provided in Section 190.012(1)(a), (c) and (d) of the District Act. Such public road improvements shall be dedicated, conveyed or otherwise transferred to the City for ownership, operation and maintenance.

C. **Water Management.** The District intends to provide surface water management improvements within and/or contiguous to the boundaries of the District as provided in Section 190.012(1)(a) and (c) of the District Act. Such surface water management facilities shall be retained by the District for ownership, operation and maintenance.

D. **Utilities.** The District intends to provide on and off-site utility improvements as provided in section 190.012(1)(b) of the District Act, which improvements shall be dedicated, conveyed or otherwise transferred to the City and/or Orlando Utilities Commission for ownership, operation and maintenance.

E. **Gated Communities.** Within the boundaries of the District, there may be located several private, gated communities. None of the road improvements or stormwater infrastructure located within these communities will be constructed, owned, operated, or maintained by the City. All utility facilities, including but not limited to electric, water, reclaimed water, sewer and cable, located within these communities will be maintained by the applicable utility service provider.

ARTICLE III: CAPITAL ASSESSMENTS

Section 3.01. Imposition of Capital Assessments. The District has the right to impose Capital Assessments on Parcel Owners pursuant to the District Act, for the purpose of repaying bonds issued (and related expenses) to finance the Improvements.

Section 3.02. Budget. The City has received and reviewed the Financial Documents and all information relating to the Improvements within the boundaries of the district. The City and the Board of Supervisors agree, based on the information provided in the Petition to Establish the District, on the financial needs and estimated budget of the District for construction of anticipated improvements.

Section 3.03. Limit on Capital Assessments. The District shall not impose annual Capital Assessments on a Parcel except as proposed in the Financial Documents, and shall not increase such annual Capital Assessments to the extent that total Capital Assessments for a Parcel in any given year would exceed the following limits:

	<u>Price Range</u>	<u>Maximum Assessment</u>
A.	Up to \$150,000	\$300.00
B.	\$150,001 to \$215,000	\$375.00
C.	\$215,001 to \$260,000	\$600.00
D.	Over \$260,001	\$750.00

These amounts are exclusive of operation and maintenance assessments which may be imposed by the District and any assessments imposed by a homeowners' association. These amounts are also net of the statutory discount and collection costs using the Uniform Method of Collection pursuant to Chapter 197, Florida Statutes.

Section 3.04. Additional or Increased Capital Assessments. Notwithstanding the above, the District may impose additional or increased Capital Assessments on a Parcel beyond the limitations listed in the previous paragraph if the City agrees to such increase. The City agrees to consider any request of the District to increase the Capital Assessments; provided, however, the City is under no obligation to consent to such increases. The following are examples, not intended to be exhaustive, where the District may request the City to reconsider such limitations:

(a) Force Majeure. In a Force Majeure circumstance for: (i) the cost of repairing/or replacing any damaged Improvement on the Property where the amount of insurance proceeds received are insufficient to satisfy the costs of such repair, or (ii) the cost of completing initial construction of an Improvement where an event of Force Majeure affects construction (either by delaying completion or increasing the costs of completion) of the Improvement. In either event, the District may impose additional Capital Assessments on Parcel Owners in accordance with the apportionment methodology established in the Financial Documents; provided, however, such costs are normal and customary to the local area where the Property is located;

(b) Excessive costs. If the actual costs associated with the construction of any Improvement to the Property exceed the estimated costs for such Improvements; or

(c) Additional Improvements. If the District decides to construct additional improvements not originally contemplated by the documentation supporting the Petition for Establishment provided to and approved by the City.

Section 3.05. Other Assessments. This Article III applies to Capital Assessments for the Improvements and shall not affect the District's right to impose ad valorem taxes, or operation and maintenance assessments on any Parcel. Except to the extent limited by Section 3.03, Article III shall not affect the District's right to impose liens as provided by Florida Statutes.

ARTICLE IV: PROFESSIONAL SERVICES

Section 4.01. Professional Services. The District shall adopt and implement (within ninety (90) days of the City granting the Petition or enacting the Establishing Ordinance, whichever is later) policies and procedures to hire and/or contract for the services of professionals, not otherwise provided for by Florida Statutes. The stated purpose of the adopted procedure shall be to ensure that such services are selected and contracted for in a manner which reduces the appearance and opportunity for favoritism, and ensures confidence that such contracts were awarded to qualified professionals in an equitable and economical manner.

**ARTICLE V: SERVICES CONTEMPLATED BY
THE 1994 DEVELOPMENT AGREEMENT**

Section 5.01. District Assumption of Obligations. Nothing herein shall be construed to alter or amend the respective rights or responsibilities of the City or the "Owner" in the 1994 Development Agreement. If the "Owner," as such term is defined in the 1994 Development Agreement, is required under the terms of the 1994 Development Agreement to provide, pay for, or otherwise cause to be provided, infrastructure, projects, systems, or facilities allowed by Chapter 190, Florida Statutes, then the City agrees that the District may independently satisfy such obligations. To the extent that any such obligation under the 1994 Development Agreement is deemed by the City to have been met or performed by the District, then such obligation shall be deemed to be satisfied, and the "Owner" shall no longer be subject to such obligation.

ARTICLE VI: MISCELLANEOUS PROVISIONS

Section 6.01. Limitations on Governmental Liability. Nothing in this Interlocal Agreement shall be deemed a waiver of immunity limits of liability of either the City or the District beyond any statutory limited waiver of immunity or limits of liability contained in §768.28, Florida Statutes, as amended, or other statute. Nothing in this Interlocal 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.

Section 6.02. Negotiation at Arm's Length. This Interlocal Agreement has been negotiated fully between the parties as an arm's length transaction and with the assistance of legal counsel. Both parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the language in question will not be interpreted or construed against either party.

Section 6.03. Notices. Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

If to the City:

City Clerk
City Hall, 2nd Floor
400 South Orange Avenue
Orlando, Florida 32801

With Copy to:

Office of Legal Affairs
City Hall, 3rd Floor

400 South Orange Avenue
Orlando, Florida 32801

If to the District: District Manager
210 North University Drive, Suite 800
Coral Springs, Florida 33071

With Copy to: Cheryl G. Stuart
Hopping Green & Sams, P.A.
123 S. Calhoun Street
Tallahassee, Florida 32301

Section 6.04. Default. Each of the parties hereto shall give the other party written notice of any default hereunder and shall allow the defaulting party fifteen (15) days from the date of its receipt of such notice within which to cure any such defaults or, if it cannot be cured within the fifteen (15) days, to commence and thereafter diligently pursue to completion good faith efforts to effect such cure and to thereafter notify the other parties of the actual cure of any such defaults. If the District's non-performance of any obligation hereunder is directly due to an event of Force Majeure, the District shall not be deemed to be in default. The District shall be given an amount of time reasonably necessary to cure such non-performance, and the District shall act in good faith to cure such non-performance during such time.

Section 6.05. Other Agreements. Nothing in this Agreement shall be construed as superseding, altering or amending the conditions and terms of the 1994 Development Agreement or any applicable Development Order issued by the City.

Section 6.06. Assignment or Transfer. Neither party may assign or transfer its rights or obligations under this Interlocal Agreement to another unit of local government, political subdivision or agency of the State of Florida without the prior written consent of the other party. Neither party may transfer its rights or obligations under this Interlocal Agreement to a private party or entity.

Section 6.07. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the City, the District, and their respective successors.

Section 6.08. Actions by City. Any action required to be taken by the City or any notices to be given to the City shall be taken or given, as applicable, by the City Administrative Officer, unless otherwise provided herein.

Section 6.09. Amendment and Waivers. Any amendment to or waiver of the provisions of this Interlocal Agreement must be in writing and mutually agreed to by the parties.

Section 6.10. Filing. The Mayor is hereby authorized and directed, after approval of this Interlocal Agreement by the respective governing bodies of the City and the District and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to cause this Interlocal Agreement to be filed with the Clerk of the Circuit Court of Orange County, Florida, in accordance with the requirements of Section 163.01(11) of the Cooperation Act.

Section 6.11. Applicable Law and Venue. This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement, venue shall be in Orange County, Florida.

Section 6.12. Severability. If any part of this Interlocal Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable and the remaining parts of this Interlocal Agreement shall continue in full force and effect provided that the rights and obligations of the parties are not materially prejudiced and the intentions of the parties can continue to be effected.

Section 6.13. Construction. This Interlocal Agreement is the result of the negotiations among and between the City and the District such that all parties have contributed materially and substantially to its preparation, and shall not be construed more strictly against one party than the other.

Section 6.14. Entire Agreement. This instrument and its exhibits constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreements between the parties relating to the subject matter of this Interlocal Agreement.

Section 6.15. Effective Date. This Interlocal Agreement shall become effective upon execution by the authorized representatives of both parties and in accordance with the requirements of the Cooperation Act.

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IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on the date and year first above written.

CITY OF ORLANDO, FLORIDA

ATTEST:

Mayor

Candice J. Crawford, City Clerk

STATE OF FLORIDA }
COUNTY OF ORANGE }

The foregoing instrument was acknowledged before me this ____ day of _____, 2002, by _____ and Candice J. Crawford, as the _____ and City Clerk of the City of Orlando, Florida, and who have acknowledged that they executed the same on behalf of the City of Orlando, Florida and that each was authorized to do so. Each is personally known to me or has produced _____ as identification.

In witness whereof, I hereunto set my hand and official seal.

Notary Public, State of Florida

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**NARCOOSSEE COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

By: _____
Name: _____
Title: Chairman

Name: _____
Title: _____

STATE OF FLORIDA }
COUNTY OF ORANGE }

The foregoing instrument was acknowledged before me this ____ day of _____, 2002,
by _____ and _____, as
the Chairman of the Board of Supervisors and _____ for the Narcoossee
Community Development District, and who have acknowledged that they executed the same on behalf of
the Narcoossee Community Development District and that each was authorized to do so. Each is
personally known to me or has produced _____ as identification.

In witness whereof, I hereunto set my hand and official seal.

Notary Public, State of Florida

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]