

**INTERLOCAL AGREEMENT  
BETWEEN ALACHUA COUNTY AND CELEBRATION POINTE  
COMMUNITY DEVELOPMENT DISTRICT NO. 1**

This Interlocal Agreement (hereinafter "Agreement") by and between Alachua County, a charter county and political subdivision of the State of Florida by and through its Board of County Commissioners (hereinafter "County") and the Celebration Pointe Community Development District No. 1, a community development district established by Ordinance No. 2012-17 by the County of Alachua on December 11, 2012, and subsequently expanded by Ordinance No. 2014-03, pursuant to the "Uniform Community Development District Act of 1980," Chapter 190 of the Florida Statutes, (hereinafter "District"), is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2016, and shall be effective on the date of execution.

**WHEREAS**, Chapter 163, Florida Statutes, authorizes public agencies to enter agreements to provide services and to exercise jointly any power, privilege, or authority they share in common and which each might exercise separately; and

**WHEREAS**, the District is established as a limited purpose local government, and

**WHEREAS**, in Alachua County Resolution No. 15-126, the County delegated authority to Celebration Pointe Community Development District #1 to exercise eminent domain outside of the District boundaries for the construction of SW 32<sup>nd</sup> Road/SW 43<sup>rd</sup> Street as a safe, efficient and valuable multimodal transportation route choice for the properties along this road and traffic from both Archer Road and the Celebration Pointe Development; and

**WHEREAS**, the District exercised this authority in the Florida Eighth Judicial Circuit in Cases 01-2016-CA-000414 and 01-2016-CA-000415 and these cases are on-going; and

**WHEREAS**, the County determined that the SW 32<sup>nd</sup> Road/SW 43<sup>rd</sup> Street construction serves a public purpose and is in the best interest of the citizens of Alachua County because the construction would enhance public transportation and alleviate traffic congestion; and

**WHEREAS**, for the construction to enhance public transportation and alleviate traffic congestion, the entire road must be constructed;

**NOW, THEREFORE**, in consideration of the mutual covenants declared herein and other good and valuable consideration each Party agrees as follows:

**Section 1. Obligation of District.**

The District shall complete the construction of SW 32<sup>nd</sup> Road/SW 43<sup>rd</sup> Street from SW 45<sup>th</sup> Street to Archer Road consistent with all development plan approvals by July 31, 2018.

**Section 2. Obligation of County.**

The County shall not withdrawal its finding of public purpose and its finding that SW 32<sup>nd</sup> Road/SW 43<sup>rd</sup> Street is in the best interest of the citizens of Alachua County. Nothing in this Agreement shall constitute an obligation for the County to issue a development order.

**Section 3. Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations as it relates to the construction of SW 32<sup>nd</sup> Road/SW 43<sup>rd</sup> Street.

**Section 4. Default.** This Agreement shall be effective on the effective date above and remain in effect until terminated as follows:

- A. If either party fails to fulfill its obligations under this Agreement in a timely and satisfactory manner, or if either party breaches any of the provisions, covenants, or stipulations under this Agreement, the other party may give a written notice to the party in default stating the failure or breach and provide a reasonable time period for correction of same. In the event the correction is not made in the allotted time, the Administrating Officials of each party, or their designee, shall meet to resolve the dispute.
- B. This Agreement shall remain in full force and effect for the entire duration of the term of the Agreement. The remedy upon breach of this Agreement is specific performance by the breaching party and all other remedies available at law or equity.

**Section 5. Termination.** This Agreement shall be terminate upon completion of construction of SW 32<sup>nd</sup> Road/SW 43<sup>rd</sup> Street.

**Section 5. Liability.** Each party shall be solely responsible for the negligent acts or omissions of its employees, volunteers, and agents which in any way relate to or arise out of this Agreement. Nothing contained herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement or constitute a waiver by either party of its sovereign immunity or provisions of Section 768.28, Florida Statutes. This Agreement does not create any relationship with, or any rights in favor of any third party.

**Section 6. Filing of Agreement.** The County, upon execution of this Agreement, shall file the same with the Clerk of the Circuit Court in the Official Records of Alachua County, as required by Section 163.01(11), Florida Statutes.

**Section 7. Project Records.** In the event this Agreement is terminated, the District shall meet the requirements of Chapter 119, Florida Statutes, for retaining public records and transfer, at no cost, to the County copies of all public records in possession of the District upon the termination of this Agreement. All records stored electronically shall be provided to the

County in a format that is compatible with the information technology systems of the County.

**Section 8. Applicable Law.** The laws of the State of Florida shall govern this Agreement; venue is Alachua County, Florida.

**Section 9. Notices.** Except as otherwise provided herein, any notice, acceptance, request, or approval from either Party to the other Party shall be in writing and, sent by certified mail, return receipt requested, and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. The County's representative and the Authority's representative are:

COUNTY

County Manager  
Alachua County, Florida  
PO Box 2877  
Gainesville, FL 32602-2877

With a copy to:  
Clerk of the Court  
PO Box 939  
Gainesville, FL 32602  
Attn: Finance and Accounting

Office of Management and Budget  
105 SE 1<sup>st</sup> Avenue, Suite 6  
Gainesville, Florida 32601  
Attn: Contracts

DISTRICT

Chairman  
Celebration Pointe Community Development District No. 1  
2579 SW 87<sup>th</sup> Drive  
Gainesville, FL 32608

With a copy to:  
Charles I. "Chic" Holden, Jr.  
Attorney at Law  
5608 NW 43<sup>rd</sup> Street  
Gainesville, FL 32653

**Section 10. Non-Waiver.** Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach, and shall not be construed to be a modification of the terms of this Agreement.

**Section 11. Amendment.** The parties may amend this Agreement only by a mutual written agreement.

**Section 12. Severability.** If any provisions of this Agreement shall be declared illegal, void, or unenforceable the other provisions shall not be affected but shall remain in full force and effect. **IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed on the day and year first written above.

ALACHUA COUNTY, FLORIDA

By: \_\_\_\_\_  
Chairman  
Board of County Commissioners

(SEAL)

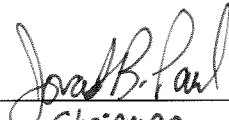
ATTEST

\_\_\_\_\_  
Alachua County Clerk

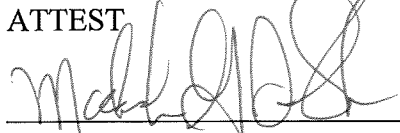
APPROVED AS TO FORM

  
\_\_\_\_\_  
Alachua County Attorney

CELEBRATION POINTE COMMUNITY  
DEVELOPMENT DISTRICT NO. 1

By:   
\_\_\_\_\_  
Chairman

(SEAL)

ATTEST  
  
\_\_\_\_\_  
CDD Clerk