

This instrument was prepared by:

Jere Earlywine
KUTAK ROCK LLP
107 W. College Avenue
Tallahassee, Florida 32301

INTERLOCAL AGREEMENT REGARDING GRENELEFE IMPROVEMENTS

This *Interlocal Agreement regarding Grenelefe Improvements* (“**Agreement**”) is entered into by and between POLK COUNTY, FLORIDA, a political subdivision of the State of Florida (“**County**”) and GRENELEFE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government (“**District**” or “**CDD**”).

WITNESSETH:

WHEREAS, Section 163.01, *Florida Statutes*, known as the “Florida Interlocal Cooperation Act of 1969” (“**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 District is a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*, and for the purpose of constructing, acquiring, installing, operating, maintaining, repairing, and replacing public infrastructure Improvements (defined herein) such as roadways, stormwater improvements, utilities, and related improvements; and

WHEREAS, in connection with the establishment of the District, the County has requested assurances that the District undertake the installation, construction, acquisition, operation, maintenance, repair and replacement of certain improvements as listed herein; and

WHEREAS, the parties hereto now desire to enter into this Agreement in order for the District to undertake responsibility for the improvements, as described herein.

NOW, THEREFORE, in consideration of the mutual promises and other consideration contained herein, the parties hereto agree as follows:

1. **Responsibility for Improvements.** The District shall have the right and obligation to construct, install, acquire, operate, maintain, repair and replace the following “**Improvements**” (a) through (h):

- a) **Multimodal Corridor with Entry Enhancements:** The CDD project includes public walking trails, around and throughout the community, with exercise stations, benches, pavilions, and other pedestrian friendly enhancements to be determined with construction plans. The walking trail will connect the community’s amenities and other elements through the existing and planned sidewalks in the area as shown in **Exhibit A**, which will be available for use by the public.
- b) **Landscape Median Islands:** The CDD project includes landscape and signage at the primary development entries, which is beyond the code required buffering and landscaping.

- c) **Open Space:** The proposed open space and passive recreation areas for the community include over 25 acres for a neighborhood park, including walking trails and/or sidewalk access, a playground, passive amenities, and upland open space, as shown on in **Exhibit A**. The project goes beyond the 500 square foot per dwelling unit standard required by Polk County and additionally includes natural landscape enhancements.
- d) **Enhanced Parks:** The District includes 10 large open spaces. The District also provides 10 additional stormwater ponds with enhanced vegetation intended to both filter pollutants and nutrients from the roadway runoff and development areas, while creating an aesthetically pleasing element for both residents and the public. The concept of the pond system is to create a treatment train that provides treatment of runoff. The parks and open recreation spaces are to be owned and maintained by the District.
- e) **Landscape Enhancements:** Landscaping in the numerous open spaces, open recreation areas and other public spaces, including landscaped medians and street trees in the parkways along the multimodal corridor will be designed to exceed the County's minimum standards, which only require buffer landscaping.
- f) **Maintenance of and Stormwater Systems.** The development of the property within the District will involve the construction of a stormwater system and ongoing operation and maintenance of such system in compliance with applicable WMD permits. The stormwater system includes joint stormwater management designed to handle drainage from District land and privately owned properties within the District. The District is anticipated to undertake the responsibility of the ongoing operation and maintenance of the stormwater system in compliance with WMD permits. This is a unique benefit of establishing the District, as a public governmental entity, as the WMD is often reluctant to accept operation and maintenance of the WMD permit by a private entity.
- g) **Roadways.** The District's capital improvement plan includes subdivision roads within the District. Generally, all roads will be 2-lane un-divided roads. Such roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, striping and signage and sidewalks within rights-of-way abutting non-lot lands. Sidewalks abutting lots will be constructed by the homebuilders. The roadways constitute enhancements because they will be owned and maintained by the District.
- h) **Buffer Wall.** The CDD will construct and/or install a buffer wall to provide additional privacy to neighboring areas, which will be made of masonry or stucco foam at least six feet in height. The location of the wall is shown in **Exhibit A**.

The Improvements will be generally located as set forth in **Exhibit A**, but the District shall determine in its sole discretion (subject to County Code requirements) the final location and other details of the buffer wall and/or any other Improvements.

Note Regarding Enhanced Private Amenities. The use of a CDD for the project will also enable the project developer to install higher quality amenities, including a resort-style pool with children's splashpad, a clubhouse, full gym, etc. Such private active amenities upon completion may be owned and operated by a homeowner's association or other appropriate entity, but are not part of the CDD's capital improvement plan.

2. **Execution in Counterparts.** This Agreement may be simultaneously executed in counterparts, each which shall be an original and all of which shall constitute but one and the same instrument.

3. **Limitation on Governmental Liability.** Nothing in this Agreement shall be deemed a waiver of the limits of liability of either the County or the District set forth in Section 768.28, *Florida Statutes*, as amended or other statute. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

4. **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 or parties shall have been specified by written notice to the other party delivered in accordance herewith. The County has designated an individual within County staff ("**CDD Coordinator**") as the recipient of all notices to be transmitted to the County as described herein. The District may deliver such notices to the CDD Coordinator by electronic mail (email), hand delivery, certified mail, facsimile, or any other mutually acceptable method of delivery.

If to the County:

Attn: CDD Coordinator

If to the District:

Grenelefe Community Development District
c/o Wrathell Hunt & Associates, LLC
2300 Glades Road, 410W
Boca Raton, Florida 32746
Attn: District Manager

With a copy to:

Kutak Rock LLP
107 W. College Avenue
Tallahassee, Florida 32301

5. **Governing Law and Venue.** This 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, to enforce this Agreement, venue shall be solely in Polk County, Florida or the Middle District of Florida for federal actions.

6. **Assignment and Binding Effect.** No assignment, delegation, transfer or novation of this Agreement or any part hereof shall be made unless approved in writing and signed by the parties to this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the County, the District, and their respective successors and assigns.

7. **Amendments.** No modification, addendum or amendments of any kind whatsoever may be made to this Agreement unless by prior written consent executed by both parties.

8. **Filing.** After approval of this Agreement by the respective governing bodies of the County and this District, and its execution by the duly qualified and authorized officers of each of the parties, the

District shall cause this Agreement to be filed with the Clerk of the Circuit Court of Polk County, Florida, in accordance with the requirements of Section 163.01(11), *Florida Statutes*.

9. **Entire Agreement.** This instrument and its exhibits constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreement between the parties relating to the subject matter of this Agreement; provided however that nothing herein shall be construed to amend, supersede and/or replace any provision of the Petition to Establish Grenelefe Community Development District and Polk County Ordinance No. 25-____, both as approved by the County's Board of County Commissioners on January 7, 2025. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment, except changes in Chapters 189, 190 or any other Florida Law shall automatically amend this agreement.

10. **Effective Date.** This Agreement shall become effective after its execution by the authorized representatives of both parties and upon the date of its filing with the Clerk of the Circuit Court of Polk County, Florida. This Agreement shall also be recorded in the public records of the County to become a part of the title history of properties in the District.

[SIGNATURES ON THE NEXT PAGE]

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

**BOARD OF COUNTY COMMISSIONERS FOR
POLK COUNTY, FLORIDA**

By: _____
Name: _____
Title: _____

WITNESSES:

Name: _____
Title: _____
Address: _____

Name: _____
Title: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by _____, as _____ of the Board of County Commissioners for Polk County, Florida, on its behalf. He [____] is personally known to me or [____] produced _____ as identification.

Notary Public, State of Florida

SIGNATURE PAGE TO INTERLOCAL AGREEMENT

**GRENELEFE
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Name: _____
Title: _____

WITNESSES:

Name: _____
Title: _____
Address: _____

Name: _____
Title: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by _____, as Chairperson of the Grenelefe Community Development District, on its behalf. He ☐ is personally known to me or ☐ produced _____ as identification.

Notary Public, State of Florida

EXHIBIT A: Map of Improvements

