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WHEREAS, Piney-Z, Ltd. ("Petitioner") has petitioned the City of Tallahassee to amend the powers of the Piney-Z Community Development District (the "District"); and

WHEREAS, the District is a community development district duly organized, created, established and existing under the provisions of Chapter 190, Florida Statutes, as amended (the "Act"), for the purpose, among other things, of financing and managing the acquisition, construction, maintenance and operation of the major infrastructure within the boundaries of the District; and

WHEREAS, the District exists solely within the municipal corporate boundaries of the City, and in accordance with Section 190.005(2), Florida Statutes, following a public hearing, the City adopted Ordinance No. 97-O-0033AA, creating the District; and

WHEREAS, the parties entered into an Interlocal Agreement, dated July 9, 1997, ("Original Interlocal Agreement") that, in relevant part, identified the projects to be undertaken by the District and voluntarily limited the scope of powers to be exercised by the District; and

WHEREAS, on June 9, 1999, the City passed Resolution No. 99-R-0014, authorizing the District to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain additional systems and facilities for parks and facilities for indoor and outdoor recreational, cultural and educational purposes.

1 Accordingly, the parties amended the Original Interlocal Agreement on March 21, 2001  
2 ("First Amendment"), to expand the scope of powers to be exercised by the District to  
3 include "Any project undertaken by the District pursuant to its special powers related to  
4 recreational, cultural and educational purposes;" and

5 WHEREAS, since the First Amendment, many requirements set forth in the  
6 Original Interlocal Agreement have been fulfilled; or are no longer possible; and

7 WHEREAS, the Piney-Z CDD has requested an amendment to the Original  
8 Interlocal Agreement to give it discretionary authority to provide services for  
9 maintenance including, but not limited to, landscape and lawn services that are deemed  
10 by both the Piney-Z CDD Board of Supervisors and the City Commission of the City of  
11 Tallahassee to be generally beneficial for the Piney-Z CDD's residents and landowners;  
12 and

13 WHEREAS, for ease of reference the parties have agreed to enter into an  
14 Amended and Restated Interlocal Agreement, which replaces the Original Interlocal  
15 Agreement and the First Amendment in its entirety

16 FURTHER WHEREAS, the City of Tallahassee Commissioners have considered  
17 the record of the public hearing and have decided that expanding the special powers of  
18 the Piney-Z Community Development District is the best means to provide certain  
19 services to the community.

20 NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF  
21 TALLAHASSEE:

22 **Section 1.** The District's Request to Amend the Interlocal agreement as  
23 described above is hereby granted.



1       **Section 2.** Section 6 of Ordinance 97-O-0033AA shall be stricken and replaced  
2 in its entirety with the following language

3       *Section 6. The City Commission of the City of Tallahassee hereby grants*  
4       *to the Piney-Z CDD the special powers authorized pursuant to Sections*  
5       *190.012, (1)(d)1.; (1)(f); (2)(a), and (2)(d), Florida Statutes. Powers*  
6       *exercised pursuant to Sections 190.012, (1)(d)1. shall be limited to the*  
7       *construction and maintenance of street lights; alleys; landscaping; and*  
8       *hardscaping.*

9  
10       In all other respects, Ordinance No. 97-O-0033AA shall remain in full  
11       force and effect.

12  
13       **Section 3.** The Original Interlocal Agreement dated July 9, 1997, and  
14 amended on March 21, 2001, shall be stricken and replaced in its entirety with the  
15 "Amended and Restated Interlocal Agreement" attached as Exhibit "A" to this  
16 ordinance.

17       **Section 4.** If any clause, or any other part of application of this ordinance shall  
18 be held in any court of competent jurisdiction to be unconstitutional or invalid, such  
19 unconstitutional or invalid part of application shall be considered as eliminated and is  
20 not affecting the validity of the remaining portions or applications which shall remain in  
21 full force and effect.

22       **Section 5.** All sections or parts of sections of the Code or Ordinances, all  
23 ordinances or parts thereof, and all resolutions or parts thereof in conflict herewith are  
24 hereby repealed to the extent of such conflict.

25       **Section 6.** This Ordinance shall become effective upon passage.  
26

1 INTRODUCED by the City Commission on the 10<sup>th</sup> day of November, 2010.

2 PASSED by the City Commission on the 23<sup>rd</sup> day of November, 2010.

3  
4 CITY OF TALLAHASSEE

5  
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7  
8 By: 

John R. Marks, III  
Mayor

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12  
13 ATTEST:

APPROVED AS TO FORM:

14  
15  
16  
17 By: 

Gary Herndon  
City Treasurer-Clerk

18  
19  
20 By: 

James R. English  
City Attorney

RECEIVED  
CITY TREASURER-CLERK

2010 NOV 31 PM 3:47

**Attachment A referenced in Section 3 of Ordinance No. 10-O-54 is the Amended and Restated Interlocal Agreement signed on December 1, 2010. It appears in its entirety immediately following.**

## AMENDED AND RESTATED INTERLOCAL AGREEMENT

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT (the "Agreement") dated as of this 1st day of ~~October~~ <sup>December</sup>, 2010, is entered into by and between the CITY OF TALLAHASSEE, FLORIDA, a municipal corporation created and existing under the laws of the State of Florida, acting by and through its City Commission (the "City") and PINEY-Z COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and existing under the laws of the State of Florida (the "District" or "Piney-Z CDD").

### PRELIMINARY STATEMENT

WHEREAS, the District is a community development district duly organized, created, established and existing under the provisions of Chapter 190, Florida Statutes, as amended (the "Act"), for the purpose, among other things, of financing and managing the acquisition, construction, maintenance and operation of the major infrastructure within the boundaries of the District; and

WHEREAS, the District exists solely within the municipal corporate boundaries of the City, and in accordance with Section 190.005(2), Florida Statutes, following a public hearing, the City adopted Ordinance No. 97-O-0033AA, creating the District; and

WHEREAS, the parties entered into an Interlocal Agreement, dated July 9, 1997, ("Original Interlocal Agreement") that, in relevant part, identified the projects to be undertaken by the District and voluntarily limited the scope of powers to be exercised by the District; and



WHEREAS, on June 9, 1999, the City passed Resolution No. 99-R-0014, authorizing the District to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain additional systems and facilities for parks and facilities for indoor and outdoor recreational, cultural and educational purposes. Accordingly, the parties amended the Original Interlocal Agreement on March 21, 2001 ("First Amendment"), to expand the scope of powers to be exercised by the District to include "Any project undertaken by the District pursuant to its special powers related to recreational, cultural and educational purposes;" and

WHEREAS, since the First Amendment, many requirements set forth in the Original Interlocal Agreement have been fulfilled, or are no longer possible; and

WHEREAS, the Piney-Z CDD has requested an amendment to the Original Interlocal Agreement to give it discretionary authority to provide services allowable under this Agreement to include services for maintenance including, but not limited to, landscape and lawn services that are deemed by both the Piney-Z CDD Board of Supervisors and the City Commission of the City of Tallahassee to be generally beneficial for the Piney-Z CDD's residents and landowners; and

WHEREAS, for ease of reference the parties have agreed to enter into this Amended and Restated Interlocal Agreement, which replaces the Original Interlocal Agreement in its entirety; and

WHEREAS, the parties enter into this Amended and Restated Interlocal Agreement for the reasons stated above and because it is in the best interest of the parties and the public.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenant and agreements hereinafter set forth, the parties hereto agree as follows:

**SECTION 1. RECITALS.** The recitals set forth above are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.

**SECTION 2. CAPITAL PROJECTS TO BE UNDERTAKEN BY THE DISTRICT.** While the District has the statutory authority, pursuant to its the Act, to undertake, finance, construct, acquire and operate numerous kinds of infrastructure projects, the District recognizes that the City does provide many of such projects and may be in a better position than the District to so provide some of such projects. In order to coordinate the efforts of the District and the City in providing the necessary infrastructure improvements to the property situated within the jurisdiction of the District, the District agrees that it shall undertake those kinds of projects relating to streets, drainage and water and sewer utilities ("District Projects"). To the extent any of the District Projects constitute public roads or utility facilities (including water, wastewater or stormwater facilities), such facilities shall be immediately dedicated to the City upon their completion notwithstanding the fact that the District, through its resources and debt instruments, will pay for such roads.

**SECTION 3. VOLUNTARY LIMITATION ON UTILIZATION OF DISTRICT'S POWERS.**

- (a) The District agrees and covenants with the City that it will exercise only those powers necessary and required to:



- (i) Finance and complete the District Projects and those special powers enumerated in section 190.012 (1)(d)1, Florida Statutes, limited to the construction and maintenance of street lights, alleys, landscaping, and hardscaping; and section 190.012 (1)(f), (2)(a), (2)(d); provided that the Piney-Z CDD satisfies the requirements of that subsection;
- (ii) By agreement with the Piney-Z Plantation Homeowners Association ("Association") or as allowable by law provide repair and maintenance services to the common areas within the District that are owned by the Association, as described in the attached **Exhibit "B,"** which is incorporated herein by reference, or any similar such common areas designated and agreed upon by both the District and Association in the future; and
- (iii) By agreement with the Association or as allowable by law provide landscape maintenance for the Fieldcrest subdivision lots identified in the attached **Exhibit "C"**.

The District further agrees and covenants that it will not utilize its ad valorem taxing powers but specifically reserves its rights and abilities to exercise its condemnation powers, and will issue no long-term debt (debt having a term in excess of one year including allowable renewal terms) with a final maturity date later than December 31, 2020.

**SECTION 4. SPECIAL POWERS.** The City Commission of the City of Tallahassee hereby grants to the Piney-Z CDD the special powers authorized pursuant to Sections 190.012 (1)(d)1.; (1)(f); (2)(a), and (2)(d), Florida Statutes. Powers

exercised pursuant to Sections 190.012, (1)(d)1, shall be limited to the construction and maintenance of streetlights; alleys; landscaping; and hardscaping.

**SECTION 5. DISSOLUTION.** The District agrees and covenants that it shall file a petition to dissolve itself pursuant to section 190.046(9), Florida Statutes, within thirty (30) days following the retirement of the District's bonds or other debt incurred to finance all or any portion of the costs of the District Project and provided that it has no operating or maintenance responsibilities. Once the City has adopted a non-emergency ordinance granting the District's petition, the District shall be dissolved. Upon such dissolution, any District Projects that have not previously been dedicated to the City will be so dedicated, and any other property of the District shall be transferred to the City or such other entity as shall be designated by the City. Any District obligations (contractual, statutory or otherwise) existing at the time of dissolution related to the Association and/or the Fieldcrest subdivision as addressed in Section 3 of this Agreement shall revert to the Association upon termination of the District.

**SECTION 6. REPRESENTATIONS OF THE CITY.** The City hereby represents to the District that it has the authority to enter into this Agreement.

**SECTION 7. REPRESENTATIONS OF THE DISTRICT.** The District hereby represents to the City that it has the authority to enter into this Agreement.

**SECTION 8. GOVERNING LAW AND VENUE.** The laws of the State of Florida shall govern this Agreement and all agreements incorporated herein. Should any legal action be required, pursuant to this Agreement and all agreements incorporated herein, venue shall be in Leon County, Florida.

**SECTION 9. NOTICE.** Any notice required to be provided pursuant to this Agreement shall be sent certified mail, return receipt requested at the address provided below.

To the City: City Treasurer-Clerk  
City of Tallahassee  
City Hall  
300 South Adams  
Tallahassee, Florida 32301

To the District: Piney Z Community Development District  
210 North University Drive, Suite 702  
Coral Springs, Florida 33071

**SECTION 10. BINDING AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**SECTION 11. HEADINGS.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

**SECTION 12. EXHIBITS.** Each Exhibit referred to in this Interlocal Agreement forms an essential part of this Interlocal Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

**SECTION 13. WAIVER.** Failure of the City or District to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect.



**SECTION 14. LEGAL REPRESENTATION.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

**SECTION 15. ATTORNEY'S FEES.** In connection with any litigation, including appellate proceedings, arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including paralegal expenses, from the other party.

**SECTION 16. ENTIRE AGREEMENT.** This Agreement sets forth all the promises, covenants, agreements, conditions and understandings between the parties hereto regarding the subject matter hereof, and supersedes all prior and contemporaneous agreements (including the Original Interlocal Agreement and First Amendment), understandings, inducements or conditions, expressed or implied, oral or written regarding the subject matter hereof, except as herein contained.

**SECTION 17. PROVISIONS SEVERABLE.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdiction in which the parties do business. If any provision of this Agreement, or the application thereof to any person or circumstance shall, for any reason or 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.

**SECTION 18. NO THIRD-PARTY BENEFICIARY.** This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreements as a third-party beneficiary or otherwise.

**SECTION 19. CONFLICT.** In the event the terms and agreements contained herein conflict with the provisions of any other contract or agreement between the City and the District, the terms and agreements contained herein shall control and prevail.

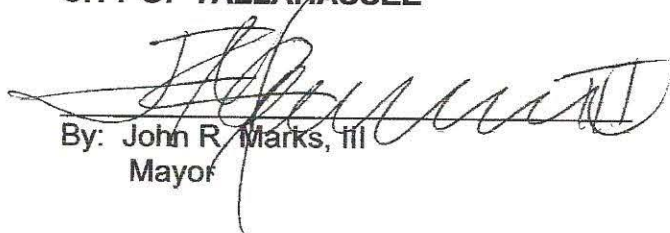
**SECTION 20. REMEDIES.** Each party hereto recognizes and agrees that the violation of any term, provision or condition of this Agreement may cause irreparable damage to the other parties which may be difficult to ascertain, and that the award of any sum of damages may not be adequate relief to such parties. Each party, therefore, agrees that, in addition to other remedies available in the event of a breach of this Agreement, any other party shall have a right to equitable relief, including, but not limited to, the remedy of specific performance.

**SECTION 21. COUNTERPART SIGNATURES.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

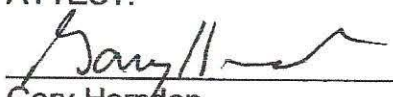
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IN WITNESS WHEREOF, this Agreement has been executed by the parties as of  
the first day and date first above written.

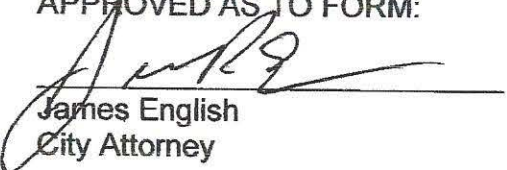
**CITY OF TALLAHASSEE**

  
By: John R. Marks, III  
Mayor


ATTEST:

  
Gary Herndon  
City Treasurer-Clerk

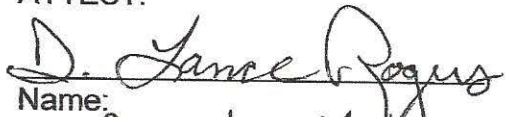
APPROVED AS TO FORM:

  
James English  
City Attorney

**PINEY-Z COMMUNITY DEVELOPMENT  
DISTRICT**

  
By: Thomas C. Cooper  
Chair, Board of Supervisors

ATTEST:

  
Name: D. Lance Rogers  
Title: Property Manager



## **EXHIBIT "A"**

### **DISTRICT PROJECTS**

#### Project Description

Streets and Drainage, specifically including, but not limited to, the Conner Boulevard Project.

Water and Sewer Utilities.

Any project undertaken by the District pursuant to its special powers related to recreational, cultural and educational purposes:

Any project undertaken to repair and maintain the common areas within the District and owned by the Piney-Z Plantation Homeowners Association as described in the attached **Exhibit "B."**

Any project undertaken to provide landscape maintenance for the Fieldcrest subdivision lots identified in the attached **Exhibit "C."**

**EXHIBIT "B"**  
**DISTRICT COMMON AREAS**

**LEGAL DESCRIPTION OF COMMON AREAS**

**EXHIBIT "C"**  
**FIELDCREST SUBDIVISION LOTS**

**LEGAL DESCRIPTION OF FIELDCREST LOTS**