

PREPARED BY:
M. LYNN PAPPAS, ESQ.

AFTER RECORDING, RETURN TO:
SPENCER N. CUMMINGS, ESQ.
PAPPAS METCALF JENKS & MILLER, P.A.
245 RIVERSIDE AVENUE, SUITE 400
JACKSONVILLE, FLORIDA 32202

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RECORDING \$188.50

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF JACKSONVILLE,
THE TOLOMATO COMMUNITY DEVELOPMENT DISTRICT
AND
THE SPLIT PINE COMMUNITY DEVELOPMENT DISTRICT
PROVIDING FOR FINANCIAL ASSURANCE FOR
CONSTRUCTION OF IMPROVEMENTS**

THIS INTERLOCAL AGREEMENT (the "Interlocal Agreement"), dated as of the 16th day of November, 2007, is entered into by and between:

The City of Jacksonville, a political subdivision of the State of Florida, whose address is 117 West Duval Street, Suite 400, Jacksonville, Florida 32202 (the "City"); and

Tolomato Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in St. Johns County, Florida, whose address is 14785-4 St. Augustine Road, Jacksonville, Florida 32258 (the "Tolomato District"); and

Split Pine Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Duval County, Florida, whose address is 14785-4 St. Augustine Road, Jacksonville, Florida 32258 (the "Split Pine District"). The Tolomato District and the Split Pine District are sometimes hereinafter collectively referred to as the "Districts."

RECITALS

WHEREAS, the City has approved that certain Development of Regional Impact Development Order for Nocatee pursuant to Ordinance No. 2001-13-E, as amended (the "DRI Order") which includes among other things, certain transportation improvement conditions as set forth in DRI Order, Special Condition 24 (the "Transportation Conditions"); and

WHEREAS, pursuant to the DRI Order, it is provided that the Developer (as defined therein) shall construct improvements referred to therein as (a) New County Road 210 pursuant to DRI Order, Special Condition 24(a)(i) to widen and construct 4-lane improvements from U.S.1 to the 4-lane Intracoastal Waterway Bridge, including a grade separated interchange at Town Center Loop Road East (the “Phase I Roadways”); (b) a 4-lane extension of Racetrack Road pursuant to DRI Order, Special Condition 24(a)(ii) to construct a 4-lane extension of Racetrack Road between the current terminus of Racetrack Road at U.S.1 and the intersection of New County Road 210 and Town Center Loop Road West (the “Racetrack Road Extension”); and (c) certain additional master roadways as identified on Map H of the DRI Order which provide for the master roadway system within the DRI and consisting of Crosswater Parkway, Town Center Loop Road (a/k/a Coastal Ridge Boulevard) (all collectively referred to herein as the “DRI Roadway Improvements”); and

WHEREAS, Section 32 of the DRI Order further provides that one or more community development districts may be established to provide various infrastructure improvements, including but not limited to the DRI Roadway Improvements; and

WHEREAS, the Tolomato District and the Split Pine District were each established by a rule of the Florida Land and Water Adjudicatory Commission for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including transportation and roadway improvements, drainage facilities, potable water facilities, sanitary sewer facilities, and other improvements, including the DRI Roadway Improvements; and

WHEREAS, by Tolomato Resolution 2007-11 and Split Pine Resolution 2007-12 (the “District Levy Resolutions”), the Tolomato District and the Split Pine District each levied non ad valorem assessments in the total amount of \$510,207,055 and \$96,089,480, respectively (excluding costs of collection and early payment discounts) upon all developable lands within their jurisdiction, being collectively all developable lands subject to the DRI Order, for the purpose of construction of the Tolomato District and the Split Pine District master infrastructure improvements, including the DRI Roadway Improvements, which levied amounts substantially exceed the estimated cost of construction of all DRI Roadway Improvements; and

WHEREAS, the Split Pine District and Tolomato District have entered into that certain Interlocal Agreement between Split Pine District and Tolomato District Regarding the Construction, Managing and Financing of Joint Improvements as of November 29, 2004, as amended, for the purpose of articulating a plan for the joint construction, management and financing of portions of the Joint Master Improvements, as such term is therein defined, which includes the DRI Roadways and the Split Pine District and Tolomato District contemplate that additional interlocal agreements may be entered into in the future for such purpose (collectively, the “Split Pine / Tolomato Interlocal Agreements”); and

WHEREAS, the Tolomato District has substantially completed construction of the Phase I Roadways; and

WHEREAS, on May 14, 2007, the Split Pine District issued its \$32,885,000 **Split Pine Community Development District** (City of Jacksonville, Florida) Special Assessment Bonds, Series 2007A, and on October 19, 2007, the Tolomato District issued its \$167,185,000.00 **Tolomato Community Development District** (St. Johns County, Florida) Special Assessment Bonds, Series 2007 (collectively, the “Series 2007 Bonds”), yielding an aggregate of \$147,491,505.97 in Split Pine District and Tolomato District construction funds (the “2007 Construction Funds”), a portion of which has been allocated to construction of the Racetrack Road Extension; and

WHEREAS, pursuant to Transportation Special Condition 24(a)(ii) of the DRI Order, as amended by Notice of Proposed Change dated August 28, 2007, Ordinance No. 2007-768-E (the “DRI Modification”), certain development rights within the DRI are restricted until such time as the Districts and the City enter into this Interlocal Agreement so as to provide completion assurances of the Racetrack Road Extension; and

WHEREAS, in light of the issuance of the Series 2007 Bonds by the Districts for construction of the Racetrack Road Extension, and the fact that the Districts are public governmental bodies with the ability to issue additional bonds and assess lands within their

boundaries, the Districts seek a mechanism to satisfy the financial assurance condition as to the Racetrack Road Extension as set forth in the DRI Modification; and

WHEREAS, having bond proceeds in a bank held by a third party trustee under a trust indenture for the purpose of constructing designated improvements, and having the established process under Chapter 197, Florida Statutes, for the collection of non ad valorem assessments already levied by the Districts provides great certainty as to the likelihood and timeliness of having funds available in the event construction of the Racetrack Road Extension subject to these alternative financial assurances is abandoned; and

WHEREAS, the Districts have requested that the City accept a mechanism to provide for the acceptance of assurances to support the DRI Modification and the City has examined the foregoing factors enumerated above and has determined that the mechanisms set forth in this Interlocal Agreement provide assurance of completion of the Racetrack Road Extension by the Tolomato District.

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 Districts agree as follows:

SECTION 1. AUTHORITY. This Interlocal Agreement is entered into pursuant to the authority set forth in Chapters 125, 163, 166, and 190, Florida Statutes, City of Jacksonville Ordinance 2007-829-E and other applicable laws.

SECTION 2. 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 3. RACETRACK ROAD EXTENSION.

3.1 **COMPLETION OF RACETRACK ROAD EXTENSION.** The Tolomato District hereby agrees to complete, or cause to be completed, the Racetrack Road Extension located within the limits of the City of Jacksonville, by no later than October 20, 2016, subject only to reasonable delays due to Force Majeure, as hereinafter defined. The City agrees that the Tolomato District's pledge to complete or cause to be completed the Racetrack Road Extension together with the remaining provisions of this Section 3 shall satisfy the financial assurances requirement of the Transportation Special Condition 24(a)(ii) of the DRI Order, as modified by the DRI Modification. Further, the Tolomato District agrees that the construction contract(s) entered into with general contractors for the purpose of completing the Racetrack Road Extension shall be in the form of a lump sum contract, without indexing as to materials costs. For purposes of this Interlocal Agreement, the term "Force Majeure" shall mean any fire, flood, windstorm, hurricane, epidemic, abnormal weather condition, labor dispute, strike, insurrection or unrest, act of war, act of terrorism, act of God, dispute between the Tolomato District and contractors or subcontractors, which causes a work slowdown, delay or stoppage as a result of any of the foregoing, action by another governmental agency with jurisdiction over construction permitting resulting in a slowdown or stoppage of construction, or any other circumstance or event beyond the control of the Tolomato District. Force Majeure shall only apply to alter the time for completion of construction and not excuse a failure to perform.

3.2 **TOLOMATO DISTRICT DUTY TO FUND.** The Tolomato District shall be obligated hereunder, at its sole cost and expense, to complete the Racetrack Road Extension by (i) application of proceeds from issuance of special assessment bonds in one or more series by the Tolomato District in amounts identified by the Tolomato District to the City for completion of the Racetrack Road Extension; and (ii) such other revenue sources available to the Tolomato District, including those available pursuant to the terms of the Split Pine / Tolomato Interlocal Agreements. The Tolomato District shall be obligated hereunder to promptly upon collection of such assessments levied for completion of the Racetrack Road Extension, pay over to the City the estimated costs to complete the Racetrack Road Extension as to which a Roadway Event of Default has occurred as provided for in Section 3.6 below.

3.3 **COMPLETION COST.** The Tolomato District has provided to the City the Tolomato District Engineer's Certification as to the completion cost of the Racetrack Road Extension dated as of November 15, 2007, equal to \$57,414,400.00 (the "Racetrack Completion Cost"). The Tolomato District hereby agrees to expend that portion of the 2007 Construction Funds up to the Racetrack Completion Cost (the "Racetrack Road Extension Bond Proceeds") for costs to complete the Racetrack Road Extension. Nothing herein prevents the Tolomato District from utilizing more than the Racetrack Road Extension Bond Proceeds, nor from utilizing the proceeds of any future bond issue or other revenue source for the completion of the Racetrack Road Extension or from disbursement of the Racetrack Road Bond Proceeds subsequent to completion of the Racetrack Road Extension. The Racetrack Completion Cost shall not include costs for water, wastewater or reuse facilities being paid for by the JEA pursuant to that certain Developer and Utility Service Agreement recorded in Official Records Book 2359, Page 1979, public records of St. Johns County, Florida.

3.4 **ADDITIONAL BOND PROCEEDS.** The City and the Districts contemplate that from time to time as construction is anticipated to commence or actually commences on additional portions of the DRI Roadway Improvements, that the Districts may issue special assessment bonds and certify additional assessments for collection within the developable lands subject to the DRI Order so as to allow for funding by the Districts of such additional DRI Roadway Improvements with additional bond proceeds. Nothing herein shall prevent the Districts from certifying assessments to secure future bond issues or require any action by the City in relation to such certification or bond issuance, nor shall such action by the Districts create any liability for the City with respect to the Districts' bond issues.

3.5 **DISBURSEMENTS.** The Tolomato District shall, from time to time, direct disbursements of the funds to contractors or subcontractors as payment for the amount of work completed in construction of the Racetrack Road Extension by the respective contractor or subcontractor. Each direction to disburse shall be in the form approved by the Tolomato District and in compliance with the requirements of the Tolomato District's trust indenture governing the use of bond proceeds being disbursed. The Tolomato District Engineer shall certify to the

Tolomato District and the City the amount of the disbursement, the percentage of progress of the Racetrack Road Extension, and that the value thereof is consistent with Contractor's pay request substantially in the form attached hereto as **Exhibit A** (the "Tolomato District Engineer's Certification"). The Tolomato District shall cause a copy of each Tolomato District Engineer's Certification to be delivered to City coincident with delivery to the Tolomato District. Such copy shall be delivered to the City Engineer at 214 N. Hogan Street, 10th Floor, Jacksonville, Florida 32202, Attn: John Pappas, P.E., City Engineer and to the Council Auditor's Office at 117 West Duval Street, Suite 200, Jacksonville, Florida 32202, Attn: Kirk Sherman, Council Auditor, notwithstanding the terms of Section 8 below. During all periods of design and construction of the Racetrack Road Extension, the City's Director of Public Works or his designee shall have the authority (at no cost to the developer) to monitor compliance by the Districts with this Agreement. Upon completion of the Racetrack Road Extension, the last construction draw shall only be paid upon approval of as-built surveys by the City for such part of the Racetrack Road Extension within the limits of the City of Jacksonville.

3.6 **ROADWAY EVENT OF DEFAULT.** If, at any time, the Tolomato District abandons construction of the Racetrack Road Extension within the limits of the City of Jacksonville for a period in excess of sixty days (60) consecutive days, or if the Tolomato District fails to complete the Racetrack Road Extension by October 20, 2016, subject only to reasonable delays for Force Majeure (a "Roadway Event of Default"), and if such Roadway Event of Default is not waived by the City, the City may, at its option, demand that the Tolomato District, and upon such demand, the Tolomato District shall, take all steps necessary to certify for collection (or cause to be certified) sufficient assessments to generate funds to pay the costs of completion of the Racetrack Road Extension within the limits of the City of Jacksonville in default as described herein, including but not limited to action under the Split Pine / Tolomato Interlocal Agreements. The Tolomato District agrees that upon notification by the City that as a result of a Roadway Event of Default, the City has undertaken to complete or cause to be completed such portion of the Racetrack Road Extension, the Tolomato District shall process requisitions for payments to contractors from remaining Racetrack Road Extension Bond Proceeds, if any, in accordance with applicable trust indentures and will cooperate fully with the City and St. Johns County, collectively (if applicable) and take all actions reasonably necessary

to accomplish the transactions contemplated by this Interlocal Agreement. Any funds paid or disbursed by the Tolomato District to, or at the direction of, the City hereunder shall only be utilized for completion of the Racetrack Road Extension.

3.7 **ATTORNEY'S OPINION.** Simultaneously with execution of this Interlocal Agreement, the Districts have delivered an opinion letter by the counsel for the Districts that the Interlocal Agreement is enforceable against the Districts. Such opinion shall be in substantial form and content attached hereto as **Exhibit B**.

SECTION 4. NO LIEN OR ENCUMBRANCE. Nothing contained herein shall constitute a lien or encumbrance upon any portion of the lands subject to the DRI Order.

SECTION 5. AUTHORITY TO CONTRACT. The execution of this Interlocal Agreement has been duly authorized by the appropriate body or official(s) of the City pursuant to City Ordinance 2007-829-E, the Split Pine District and the Tolomato 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 6. LIMITATIONS ON GOVERNMENTAL LIABILITY; INSURANCE. Nothing in this Interlocal Agreement shall be deemed a waiver of immunity limits of liability or sovereign immunity of either the City, the Split Pine District or the Tolomato District, pursuant to Chapter 768, Florida Statutes, and any amendment thereto, or other statute or law. 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. The Tolomato District agrees that as to any construction contracts entered into after the effective date hereof for construction of the Racetrack Road Extension, the Tolomato District shall include a provision requiring the contractor to name the City as an additional insured under the liability insurance policies carried by contractor under such construction agreement.

Subject to the provisions and limitations of Section 768.28, Florida Statutes, the Tolomato District agrees to indemnify and hold the City harmless from and against any and all damages or losses caused by the negligent acts or omissions of Tolomato District, its elected officials, agents and employees.

Subject to the provisions and limitations of Section 768.28, Florida Statutes, the Split Pine District agrees to indemnify and hold the City harmless from and against any and all damages or losses caused by the negligent acts or omissions of Split Pine District, its elected officials, agents and employees.

Subject to the provisions and limitations of Section 768.28, Florida Statutes, the City agrees to indemnify and hold the Tolomato District and the Split Pine District harmless from and against any and all damages and losses caused by the negligent acts or omissions of the City, its elected officials, agents and employees.

SECTION 7. 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 8. 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:

Brad Thoburn, Director
Department of Planning and Development
Florida Theatre Building

128 E. Forsyth Street, Suite 700
Jacksonville, Florida 32202

With Copies to: Joey V. Duncan, P.E. – Director
Department of Public Works
Office of the Director
214 N. Hogan Street, 10th Floor
Jacksonville, Florida 32202

And: The Office of the General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

If to the Tolomato District: Tolomato Community Development District
14785-4 St. Augustine Road
Jacksonville, Florida 32258
Attn: District Manager

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

If to the Split Pine District: Split Pine Community Development District
14785-4 St. Augustine Road
Jacksonville, Florida 32258
Attn: District Manager

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

SECTION 9. DEFAULT. Each of the parties hereto shall give the other party written notice of any default hereunder and shall allow the defaulting party a reasonable time from the date of its receipt of such notice within which to cure any such defaults and to thereafter notify the other parties of the actual cure of any such defaults. The parties agree to act in good faith in determining the reasonable amount of time necessary to cure any breach, provided however a reasonable amount of time to cure any monetary default or a Roadway Event of Default shall be no longer than ten (10) days and fifteen (15) days, respectively. If the breach is not cured within

a reasonable time period, the City and the Districts shall be entitled to all remedies at law or in equity, which may include but not be limited to, damage, injunctive relief and specific performance. The parties may utilize the governmental dispute procedures set forth in Chapter 164, Florida Statutes and any amendments thereto.

SECTION 10. OTHER AGREEMENTS. Nothing in this Interlocal Agreement shall be construed as superseding, altering or amending the conditions and terms of any other agreement between the parties hereto.

SECTION 11. ASSIGNMENT OR TRANSFER. No party may assign or transfer its rights or obligations under this Interlocal Agreement without the prior written consent of the other party.

SECTION 12. BINDING EFFECT. This Interlocal Agreement shall be binding upon and shall inure to the benefit of the City, the Districts, and their respective successors.

SECTION 13. FILING. The Office of General Counsel is hereby authorized and directed, after approval of this Interlocal Agreement by the respective governing bodies of the City and the Districts 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 Duval County, Florida. Either the Split Pine District or the Tolomato District are hereby authorized and directed, after approval of this Interlocal Agreement by the respective governing bodies of the City and the Districts 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 St. Johns County, Florida. Such respective filings are in accordance with the requirements of Section 163.01(11) of the Cooperation Act.

SECTION 14. 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 Duval County, Florida.

SECTION 15. 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.

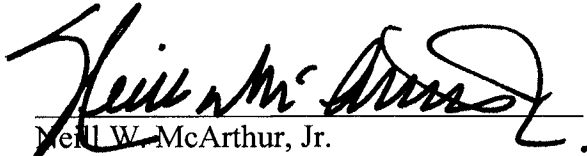
SECTION 16. ENTIRE AGREEMENT; AMENDMENT. This instrument and its exhibits constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreements between the parties relating to the subject matter of this Interlocal Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

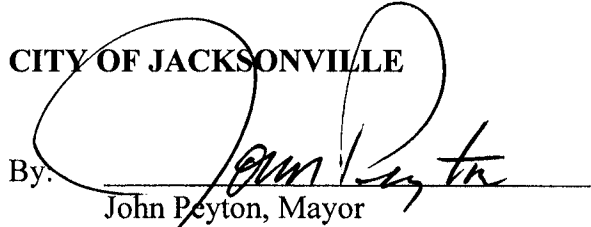
SECTION 17. EFFECTIVE DATE. This Interlocal Agreement shall become effective upon the filing hereof in accordance with Section 13 hereof.

SECTION 18. ATTORNEYS' FEES. In the event of litigation to enforce the remedial provisions of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs associated with any such litigation at the trial level and/or appeal.


[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

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.


Neil W. McArthur, Jr.
Corporation Secretary

CITY OF JACKSONVILLE
By: 
John Peyton, Mayor



Approved as to form:
By: 
Office of General Counsel
Date: 12/11/07

STATE OF FLORIDA }
COUNTY OF DEVAL }

The foregoing instrument was acknowledged before me this 13th day of December, 2007, by John Peyton as the Mayor of the City of Jacksonville, and who has acknowledged that he executed the same on behalf of the City of Jacksonville and that he was authorized to do so. He 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



**TOLOMATO COMMUNITY
DEVELOPMENT DISTRICT**

By: Richard T. Ray
Richard T. Ray
Chairman, Board of Supervisors

ATTEST:

James A. Perry
Name: James A Perry
Title: Secretary/Assistant Secretary

STATE OF FLORIDA }
COUNTY OF Duval }

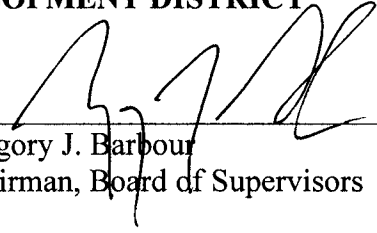
The foregoing instrument was acknowledged before me this 15 day of November, 2007, by Richard T. Ray as the Chairman of the Board of Supervisors and James A Perry as Secretary / Assistant Secretary for the **TOLOMATO COMMUNITY DEVELOPMENT DISTRICT**, and who have acknowledged that they executed the same on behalf of the **TOLOMATO 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.

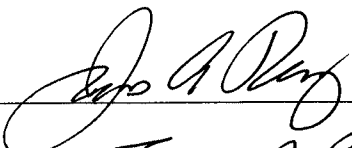
Spencer Cummings
Notary Public, State of Florida



**SPLIT PINE COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Gregory J. Barbour
Chairman, Board of Supervisors

ATTEST:


Name: JAMES A PERRY
Title: Secretary/Assistant Secretary

STATE OF FLORIDA }
COUNTY OF Duval }

The foregoing instrument was acknowledged before me this 16th day of November, 2007, by Gregory J. Barbour as the Chairman of the Board of Supervisors and James Perry as Secretary / Assistant Secretary for the **SPLIT PINE COMMUNITY DEVELOPMENT DISTRICT**, and who have acknowledged that they executed the same on behalf of the **SPLIT PINE 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



LIST OF EXHIBITS

Exhibit A - Tolomato District Engineer's Certification

Exhibit B - Form of Attorney's Opinion

EXHIBIT A

Tolomato District Engineer's Certification

EXHIBIT "A"

CERTIFICATION OF PAYMENT REQUEST

No. _____

Owner's Project No. _____ ET&M Project No. _____

Project Title: _____

Contractor: _____

Contract For: _____

Contract Date: _____ Application Date: _____

Application No.: _____

Application Amount: _____ for Period Ending: _____

TO: Tolomato Community Development District and City of Jacksonville, Florida

Attached hereto is the Contractor's Application for Payment for Work accomplished under the above contract through the date indicated above.

In accordance with the above contract, the undersigned approves payment to the Contractor of the amount due shown below. The value of work installed is consistent with the amount certified below.

AMOUNT CERTIFIED: _____

Signature

Robert Mizell, P.E.
ENGLAND, THIMS & MILLER, INC.

Date

Of the amount certified above, the sum of \$ _____ is allocated to the costs of the Racetrack Road Extension (as defined in the Interlocal Agreement dated _____, 2007 between City of Jacksonville, the Split Pine Community Development District and the Tolomato Community Development District). The Racetrack Road Extension under the above described Contract with Contractor is _____% complete as of the date of the attached Contractor Application for Payment.

APPLICATION FOR PAYMENT NO. _____

To: _____ (OWNER)
 From: _____ (CONTRACTOR)
 Contract: _____
 Project: _____
 OWNER's Contract No. _____ ENGINEER's Project No. _____
 For Work accomplished through the date of: _____

1.	Original Contract Price:	\$	_____
2.	Net change by Change Orders and Written Amendments (+ or -):	\$	_____
3.	Current Contract Price (1 plus 2):	\$	_____
4.	Total completed and stored to date:	\$	_____
5.	Retainage (per Agreement):		
	% of completed Work:	\$	_____
	% of stored material:	\$	_____
	Total Retainage:	\$	_____
6.	Total completed and stored to date less retainage (4 minus 5):	\$	_____
7.	Less previous Application for Payments:	\$	_____
8.	DUE THIS APPLICATION (6 MINUS 7):	\$	_____

Accompanying Documentation: _____

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated _____

 CONTRACTOR

By: _____
 State of _____
 County of _____
 Subscribed and sworn to before me this _____
 day of _____

Notary Public
 My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _____

 ENGINEER

By: _____

ENR No. 1910-8-B (1996 Edition)
 Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specification Institute.

EXHIBIT B

Form of Attorney's Opinion

Exhibit B
Hopping Green & Sams
Attorneys and Counselors

November 16, 2007

City of Jacksonville
117 West Duval Street
Suite 400
Jacksonville, Florida 32202

Re: Tolomato Community Development District and Split Pine Community
Development District (the "Districts")

Ladies and Gentlemen:

We serve as counsel to the Districts, community development districts established pursuant to the laws of the State of Florida. In connection with the Interlocal Agreement between the Districts and the City of Jacksonville dated November 16, 2007 (the "Interlocal Agreement"), we have been asked to provide you an opinion as to certain matters relating to the Districts.

In our capacity as counsel to the Districts, we have examined such documents as we have deemed necessary or appropriate in rendering the opinions set forth below.

Based on the foregoing, and subject to the qualifications set forth below, we are of the opinion that the Interlocal Agreement is a valid and binding agreement and enforceable against the Districts in accordance with its terms.

This opinion is solely for the benefit of the addressee and this opinion may not be relied upon in any manner, nor used, by any other persons or entities. In rendering the foregoing opinions, we have assumed the accuracy and truthfulness of all public records and of all certifications, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We have also assumed the genuineness of the signatures appearing on such public records,

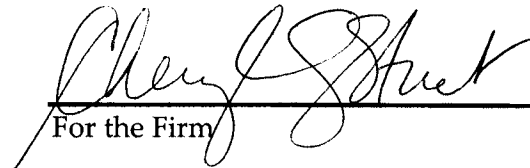
City of Jacksonville
117 West Duval Street
Suite 400
Jacksonville, Florida 32202
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certifications, documents and proceedings. We have also assumed the due authorization, execution, and delivery of each document by each of the other parties thereto.

Our opinion as to enforceability of any document is subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar laws relating to or affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and to the exercise of judicial discretion in appropriate cases.

The opinions or statements expressed above are based solely on the laws of Florida and of the United States of America. Accordingly, we express no opinion nor make any statement regarding the effect or application of the laws of any other state or jurisdiction.

Very truly yours,



For the Firm

Hopping Green & Sams

Attorneys and Counselors

ONLY THE

MAYOR

CAN

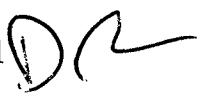
SIGN

THIS

INTEROFFICE MEMORANDUM

Office of General Counsel
City of Jacksonville
The St. James Building
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Telephone No. (904) 630-1725
Facsimile No. (904) 630-2388

TO: Neill W. McArthur, Jr., Corporation Secretary

FROM: Dylan T. Reingold, Assistant General Counsel 

RE: Execution of Interlocal Agreement with the Tolomato Community District
and the Split Pine Community Development District
1720.0700005

DATE: December 11, 2007

On August 28, 2007, the City Council, adopted Ordinance 2007-829-E, authorizing the Mayor and the Corporation Secretary to execute an interlocal agreement with the Tolomato Community Development District and the Split Pine Community Development District. At the time, there were several items in the contract that still needed to be included to the contract prior to execution. Those items were 1) the date of the issuance of special assessment bonds and the amount of those bonds and the total aggregate amount of the bonds issued by the Community Development Districts, 2) the date of the Notice of Proposed Change to the Development of Residential Impact for the Nocatee development, 3) the ordinance number, and 4) the amount of the cost estimate of the Racetrack Road improvements.

We have received all of the outstanding information, including the cost estimate which I have attached to this memorandum.

I respectfully request that the Mayor execute the attached interlocal agreement.

DTR/bds
Attachment

1 Introduced by the Council President at the request of the Mayor and
2 amended by the Finance Committee:
3
4

5 **ORDINANCE 2007-829-E**

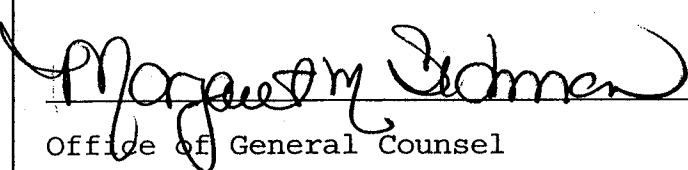
6 AN ORDINANCE AUTHORIZING THE MAYOR OR DESIGNEE
7 AND CORPORATION SECRETARY TO EXECUTE AN
8 INTERLOCAL AGREEMENT WITH THE TOLOMATO
9 COMMUNITY DEVELOPMENT DISTRICT AND THE SPLIT
10 PINE DEVELOPMENT DISTRICT PROVIDING FOR
11 FINANCIAL ASSURANCE FOR CONSTRUCTION OF
12 IMPROVEMENTS; PROVIDING AN EFFECTIVE DATE.
13

14 **BE IT ORDAINED** by the Council of the City of Jacksonville:

15 **Section 1. Authorization.** The Mayor and Corporation
16 Secretary are authorized to execute an interlocal agreement with
17 the Tolomato Community Development District and the Split Pine
18 Community Development District providing for financial assurance
19 for construction of improvements, in substantially the form as
20 contained in **Revised Exhibit 1**, attached hereto.

21 **Section 2. Effective Date.** This ordinance shall become
22 effective upon signature by the Mayor or upon becoming effective
23 without the Mayor's signature.
24

25 Form Approved:

26 
27 _____
28 Office of General Counsel

29 Legislation Prepared By: Dylan Reingold