

BCC Mtg. Date: November 29, 2016

**INTERLOCAL AGREEMENT
BETWEEN ORANGE COUNTY, FLORIDA AND
GROVE RESORT COMMUNITY DEVELOPMENT DISTRICT
REGARDING THE EXERCISE OF POWERS
AND COOPERATION ON VARIOUS PROJECTS**

WHEREAS, Grove Resort Community Development District (the "District") is a local unit of special-purpose government established pursuant to and governed by the provisions of Chapter 190, Florida Statutes, with offices located at _____, Florida _____; and

WHEREAS, Orange County, Florida (the "County") is a charter county and political subdivision of the State of Florida with offices located at 201 South Rosalind Avenue, Orlando, Florida; and

WHEREAS, the District was established by County Ordinance No. 2016-___ (the "Establishing Ordinance") after receipt of a petition from The Grove Resort and Spa, LLC, a Delaware limited liability company ("Petitioner"); and

WHEREAS, the District recognizes that the lands within the District's boundaries are subject to the zoning and permitting powers of the County governing land development and land use and that the County has approved an amended Planned Development Land Use Plan for the Lake Austin PD to which such lands are subject; and

WHEREAS, the District acknowledges and understands that the use of the private development within the District's boundaries is subject to those conditions set forth in the County's Development Review Committee minutes for the Amendment to the Lake Austin PD Land Use Plan approved April 27, 2016; and

WHEREAS, the Petitioner negotiated the content of this Interlocal Agreement with the County to further define the relationship and allocate the responsibilities between the District and the County; and

WHEREAS, Petitioner has entered into an agreement with the County to present this Interlocal Agreement to the Board of Supervisors of the District at its first organizational meeting; and

WHEREAS, pursuant to Chapter 190, Florida Statutes, the District is presently authorized to construct, acquire, and/or maintain infrastructure improvements and services including, but not limited to, recreation facilities, landscaping, hardscaping, signage, irrigation, lighting and all other powers granted by the County; and

WHEREAS, it is in the mutual interest of the District and the County (collectively, the "Parties") to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services; and

WHEREAS, Florida law permits governmental units to make the most efficient use of their powers by enabling them to cooperate with one another on a basis of mutual advantage through Interlocal Agreements; and

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WHEREAS, Grove Resort Community Development District (the "District") is a local unit of special-purpose government established pursuant to and governed by the provisions of Chapter 190, Florida Statutes, with offices located at 12051 Corporate Blvd., Orlando, Florida 32817; and

WHEREAS, Orange County, Florida (the "County") is a charter county and political subdivision of the State of Florida with offices located at 201 South Rosalind Avenue, Orlando, Florida; and

WHEREAS, the District was established by County Ordinance No. 2016-29 (the "Establishing Ordinance") after receipt of a petition from The Grove Resort and Spa, LLC, a Delaware limited liability company ("Petitioner"); and

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WHEREAS, it is in the mutual interest of the District and the County (collectively, the "Parties") to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services; and

WHEREAS, Florida law permits governmental units to make the most efficient use of their powers by enabling them to cooperate with one another on a basis of mutual advantage through Interlocal Agreements; and

WHEREAS, the Parties 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 Parties desire to exercise jointly their common powers and authority concerning the provision of certain services and facilities to avoid unnecessary and uneconomic duplication of services and facilities and to clarify responsibilities, obligations, duties, powers, and liabilities.

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 Parties agree as follows:

Section 1. Authority. This Interlocal Agreement is entered into pursuant to the authority set forth in Chapters 190 and 163, Florida Statutes, and other applicable law. This Agreement shall be recorded in the Public Records of Orange County, Florida.

Section 2. Recitals. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Interlocal Agreement.

Section 3. Authority to Contract. The execution of this Interlocal Agreement has been duly authorized by the appropriate body or official of the District and the County, 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 4. Exercise of Powers.

A. *Bonded Indebtedness.* Certain infrastructure is expected to be authorized by the District to be constructed utilizing revenue bonds or bond anticipation notes issued by the District. This indebtedness shall be a debt of the District and not the County, as provided in Chapter 190, Florida Statutes. Pursuant to Section 190.016(12), Florida Statutes, all bonds issued by the District having a maturity of greater than five years shall be validated. The Parties acknowledge and agree that the long-term principal debt of the District shall not exceed the validated debt, anticipated to be \$13,320,000. Such long-term debt shall not be issued with a final maturity greater than thirty-three (33) years from the date amortization of the bonds begins. Refundings of debt shall not be included in calculating the amount of total validated debt outstanding. For purposes of this section, long-term debt of the District shall mean any debt obligation issued by the District with a final maturity of not less than seven (7) years.

B. *Assessments on Residential Property.* The District and the County agree that no property zoned or used for residential purposes shall ever be burdened by ad valorem taxes or assessments and other charges imposed by the District to fund any improvements, services, operation, or obligations of the District. The District specifically waives its right to impose taxes or assessments on any property zoned or used for residential purpose; however, the County and the District acknowledge and agree that property zoned or used for residential purposes shall not include timeshare units, overnight lodging, hotels or similar uses, or resort residential uses. "Resort residential uses" for purposes of this Interlocal Agreement shall mean short-term rental uses as defined in Sec. 38-1 of the Orange County Code, including timeshare, condominium hotel, resort rental, resort villa and transient rental use in compliance with those

conditions set forth in the County's Development Review Committee minutes for the Amendment to the Lake Austin PD Land Use Plan approved April 27, 2016.

C. *Disclosure.* To ensure that the District is providing disclosure of its existence to potential and actual landowners within the District, the District shall:

(1) If not already recorded by the Petitioner, the District shall record in the Official Records of Orange County a Notice of Establishment in compliance with section 190.0485, Florida Statutes within thirty (30) days after the effective date of ordinance establishing the District; and

(2) Within thirty (30) days of the levy of any special assessments securing any debt instrument issued by the District, record a Notice of Assessments record in the Official Records of Orange County in substantially the form attached hereto as Exhibit B; and

(3) Within sixty (60) days of the sale of any debt instrument by the District, the levy of any special assessments securing any debt instrument issued by the District, or the maintenance of infrastructure by the District, whichever is earlier, the District shall record a "Disclosure of Public Financing and Maintenance of Improvements" in the Official Records of Orange County as required by section 190.009, Florida Statutes.

D. *Landscaping, Hardscaping, Signage, Irrigation and Lighting.* Absent a separate, written agreement, the County shall not be responsible for the installation, maintenance, repair or replacement of landscaping, hardscaping, signage, irrigation and lighting funded or installed by the District. Instead, the District shall arrange for the installation, maintenance, repair or replacement of landscaping, hardscaping, signage, irrigation and lighting funded or installed by the District in compliance with applicable laws, ordinances and regulations.

E. *Recreation.* All recreation facilities built or financed by the District shall be open to the public, subject to the District's rights under Florida law to levy and collect special assessments and establish and collect user charges and fees. The District shall own and maintain all recreation facilities within the boundaries of the District which are built or financed by the District, unless and until the ownership and maintenance of such facilities are accepted by another unit of local government.

F. *Powers.* (1) Unless otherwise expressly provided in this section or the Establishing Ordinance, the Parties agree that the District retains all general powers, rights, obligations, and responsibilities granted or imposed by Sections 190.011 and 190.012(1), Florida Statutes and (2) the power to provide recreation facilities as described in Section 190.012(2)(a), Florida Statutes.

G. *Law Enforcement.* Sheriff's protection will be provided to the District property at the level of service generally available throughout Orange County. Should the District, or any property owner within the District once established, seek a higher level of law enforcement protection the District agrees that the District will not enter into any agreement with the Orange County Sheriff without submitting said Agreement between the District and the Sheriff to the Board of County Commissioners of Orange County for approval to assure that a

fair and adequate allocation of the true cost of enhanced Sheriff's protection is paid for by the District and not shifted either to the general fund of the County or to the general body of taxpayers in the unincorporated portions of the County. The District acknowledges and agrees that this obligation to provide for Board of County Commissioners review and approval of any agreement for enhanced Sheriff's protection shall be required even if the District property were to annex into a municipality that has enhanced Sheriff's protection at a cost lower than that determined by the Board of County Commissioners to be a fair and adequate allocation of the true cost of enhanced Sheriff's protection to the District property.

Section 5. Other Powers. Except as set forth in the ordinance establishing the District, no other special powers pursuant to Section 190.012(2), Florida Statutes, shall be conferred on District, without an amendment to the Establishing Ordinance.

Section 6. Limitations on Governmental Liability. Nothing in this Interlocal Agreement shall be deemed a waiver of immunity limits of liability of either the District or the County beyond any statutory limited waiver of immunity or limits of liability contained in Section 768.28, Florida Statutes, as amended, or any 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 7. No Third Party Beneficiaries. This Interlocal Agreement is by and between the County and the District and establishes the relationship between these parties. The provisions of this Agreement do not create any rights in any third parties and no such rights should be implied; provided, however, if the district is dissolved by the County, steps will be taken to honor any contractual rights, if any, of all bond holders and other third parties affected by the repeal.

Section 8. Enforcement. In the event either party is required to enforce this Interlocal Agreement by court proceedings or otherwise, then each party shall be responsible for its own costs incurred, including reasonable attorneys' fees.

Section 9. 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 doubtful language will not be interpreted or construed against either party.

Section 10. 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, which consent may not be unreasonably withheld. Except as set forth herein, the District may not transfer its rights or obligations under this Interlocal Agreement to a private party or entity without the prior written consent of the County.

Section 11. Amendment. This Interlocal Agreement shall constitute the entire agreement between the Parties and may be modified in writing only by mutual agreement of both

Parties. The Parties agree that this Interlocal Agreement may be amended by resolution of each local government adopting an amendment.

Section 12. Applicable Law. This Interlocal Agreement shall be construed, interpreted and controlled by and in accordance with the laws of the State of Florida and any litigation relating to said Agreement shall be commenced and conducted in the 9th Judicial Circuit serving Orange County or the Middle District, U.S. District Court.


Section 13. Severability. There are certain provisions of this Interlocal Agreement that are vital to the relationship of the District and the County. More specifically, the terms and conditions set forth in Section 4(A) through 4(G) were important to the County and District in making the decision to approve this Interlocal Agreement. Should any material word, sentence, or other provision of these Sections be stricken by a court of competent jurisdiction, the County shall have the right to require renegotiation of that portion of the Interlocal Agreement that has been stricken in order to negotiate mutually acceptable replacement language consistent with the ruling of the court while taking into account the contractual rights of the persons or entities to whom the District is obligated.

Section 14. Effective Date. This Interlocal Agreement shall become effective upon execution by both Parties.

[CONTINUED ON NEXT PAGE]

Orange County, Florida

By: Board of County Commissioners

By: 
Teresa Jacobs, Mayor

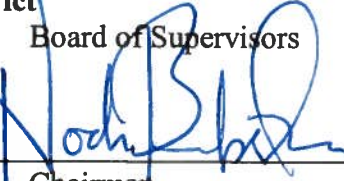
Attest: Martha O. Haynie, County Comptroller
As Clerk to the Board of County Commissioners

By: 



Grove Resort Community Development District

By: Board of Supervisors

By: 
Chairman

Attest:


By: 
Name: DORIS H. Hanks
Title: Assistant Secretary

Exhibit A
Legal Description of District Boundaries

LEGAL DESCRIPTION:

PARCEL B

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°08'55" WEST, A DISTANCE OF 694.21 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 1,887.47 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 298.67 FEET; THENCE RUN NORTH 82°22'00" EAST, A DISTANCE OF 322.06 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,090.92 FEET, CENTRAL ANGLE OF 14°19'58", CHORD BEARING OF SOUTH 01°33'56" WEST AND A CHORD DISTANCE OF 272.19 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 272.90 FEET ; THENCE RUN SOUTH 49°30'44" WEST, A DISTANCE OF 38.23 FEET; THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 332.16 FEET; THENCE RUN NORTH 48°08'21" WEST, A DISTANCE OF 65.82 FEET; THENCE RUN NORTH 15°33'41" WEST, A DISTANCE OF 24.60 FEET; THENCE RUN NORTH 46°52'10" WEST, A DISTANCE OF 44.13 FEET; THENCE RUN NORTH 56°34'47" WEST, A DISTANCE OF 25.03 FEET; THENCE RUN NORTH 57°45'02" WEST, A DISTANCE OF 48.47 FEET; THENCE RUN NORTH 78°43'59" WEST, A DISTANCE OF 39.28 FEET; THENCE RUN SOUTH 71°30'23" WEST, A DISTANCE OF 38.87 FEET; THENCE RUN SOUTH 80°46'13" WEST, A DISTANCE OF 56.00 FEET; THENCE RUN SOUTH 78°36'52" WEST, A DISTANCE OF 42.31 FEET; THENCE RUN SOUTH 77°17'19" WEST, A DISTANCE OF 55.71 FEET; THENCE RUN SOUTH 65°45'34" WEST, A DISTANCE OF 42.34 FEET; THENCE RUN SOUTH 60°41'06" WEST, A DISTANCE OF 36.61 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 14.97 FEET; THENCE RUN SOUTH 89°38'17" WEST, A DISTANCE OF 38.20 FEET; THENCE RUN SOUTH 81°55'29" WEST, A DISTANCE OF 11.46 FEET; THENCE RUN SOUTH 62°24'46" WEST, A DISTANCE OF 13.02 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 23.25 FEET; THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 25.86 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 18.00 FEET; THENCE RUN NORTH 89°38'09" EAST, A DISTANCE OF 25.86 FEET; THENCE RUN SOUTH 00°21'51" EAST , A DISTANCE OF 7.00 FEET; THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 24.75 FEET; THENCE RUN SOUTH 89°37'57" WEST, A DISTANCE OF 1,346.84 FEET; THENCE RUN NORTH 00°08'55" EAST, A DISTANCE OF 543.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.98 ACRES, MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED LANDS:

PARCEL C1

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°08'55" WEST, A DISTANCE OF 159.75 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 308.57 FEET TO THE POINT BEGINNING, SAID POINT BEING A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 139°54'58", A CHORD BEARING OF NORTH AND A CHORD DISTANCE OF 206.68 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 268.62 FEET; THENCE RUN NORTH, A DISTANCE OF 66.83 FEET; THENCE RUN EAST, A DISTANCE OF 25.89 FEET; THENCE RUN NORTH, A DISTANCE 13.80 FEET; THENCE RUN NORTH 45°00'00" EAST, A DISTANCE OF 45.41 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 124.79 FEET; THENCE RUN NORTH 45°00'00" EAST, A DISTANCE OF 106.54 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 1,520.39 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 303.12 FEET; THENCE RUN SOUTH 82°22'00" WEST, A DISTANCE OF 322.74 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 188.09 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 1,445.83 FEET; THENCE RUN NORTH 45°00'00" WEST, A DISTANCE OF 73.75 FEET; THENCE RUN NORTH, A DISTANCE OF 13.80 FEET; THENCE RUN WEST, A DISTANCE OF 25.89 FEET; THENCE RUN NORTH, A DISTANCE OF 66.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 19.66 ACRES, MORE OR LESS.

AND TOGETHER WITH THE FOLLOWING DESCRIBED LANDS:

PARCEL C2

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°08'55" WEST, A DISTANCE OF 57.81 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 380.61 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 69°38'26", A CHORD BEARING OF SOUTH 35°08'15" WEST AND A CHORD DISTANCE OF 125.62 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 133.70 FEET ; THENCE RUN SOUTH, A DISTANCE OF 66.83 FEET; THENCE RUN EAST, A DISTANCE OF 25.89 FEET; THENCE RUN SOUTH, A DISTANCE 13.80 FEET; THENCE RUN SOUTH 45°00'00" EAST, A DISTANCE OF 73.75 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 1,445.83 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 403.79 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 1,887.47 FEET; THENCE RUN NORTH 00°08'55" EAST, A DISTANCE OF 636.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.98 ACRES, MORE OR LESS.

AND TOGETHER WITH THE FOLLOWING DESCRIBED LANDS:

LEGAL DESCRIPTION:

PARCEL C3

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°33'18" EAST, A DISTANCE OF 608.62 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 2,037.66 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2,919.78 FEET, A CENTRAL ANGLE OF 03°58'22", A CHORD BEARING OF SOUTH 05°35'50" EAST, AND A CHORD DISTANCE OF 202.41 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 202.45 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 174.85 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 1,520.39 FEET; THENCE RUN SOUTH 45°00'00" WEST, A DISTANCE OF 106.54 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 124.79 FEET; THENCE RUN SOUTH 45°00'00" WEST, A DISTANCE OF 45.41 FEET; THENCE RUN SOUTH, A DISTANCE OF 13.80 FEET; THENCE RUN WEST, A DISTANCE OF 25.89 FEET; THENCE RUN SOUTH, A DISTANCE OF 66.83 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 70°16'31", A CHORD BEARING OF SOUTH 34°49'14" EAST AND A CHORD DISTANCE OF 126.62 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 134.92 FEET ; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 380.61 FEET; THENCE RUN NORTH 00°08'55" EAST, A DISTANCE OF 57.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.31 ACRES, MORE OR LESS.

AND TOGETHER WITH THE FOLLOWING DESCRIBED LANDS:

PARCEL D

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°33'18" EAST, A DISTANCE OF 608.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°33'18" EAST, A DISTANCE OF 713.80 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE RUN NORTH 89°25'22" EAST, A DISTANCE OF 1,329.50 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE RUN SOUTH 00°34'49" WEST, A DISTANCE OF 712.61 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 1,329.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 21.76 ACRES, MORE OR LESS.

TOTAL AREA: 105.69 ACRES, MORE OR LESS.

Exhibit B
Form of Notice of Assessments

This space reserved for use by the Clerk of
the Circuit Court

This instrument prepared by
and return to:

**NOTICE OF THE IMPOSITION OF SPECIAL ASSESSMENTS
AND GOVERNMENTAL LIEN OF RECORD**

PLEASE TAKE NOTICE that the Board of Supervisors of the Grove Resort Community Development District (the “**District**”) in accordance with Chapters 170, 190, and 197, Florida Statutes, adopted Resolution Nos. Nos. _____, _____, and _____ (the “**Assessment Resolutions**”) levying non ad-valorem special assessments constituting a governmental lien on real property within the boundaries of the District that are specially benefitted by the Series _____ Project described in the Report of the District Engineer, (“**Engineer’s Report**”). To finance a portion of the costs of the Series _____ Project, the District issued its Grove Resort Community Development District _____ Bonds, Series _____ (the “**Bonds**”), which are secured by the non ad-valorem special assessments levied by the Assessment Resolutions. The legal description of the lands on which said non-ad valorem special assessments are imposed is attached to this Notice of the Imposition of Special Assessments and Governmental Lien of Record as **Exhibit A**. A copy of the Engineer’s Report and the Assessment Resolutions may be obtained from the registered agent of the District as designated to the Florida Department of Economic Opportunity in accordance with Section 189.416, Florida Statutes, or by contacting the District at: Grove Resort Community Development District, _____ (____-____-____).

The District is a special purpose form of local government established pursuant to and governed by Chapter 190, Florida Statutes. Pursuant to Section 190.048, Florida Statutes, you are hereby notified that: **THE GROVE RESORT COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

IN WITNESS WHEREOF, this Notice has been executed on the _____ day of _____, 201____, and recorded in the Official Records of Orange County, Florida.

**GROVE RESORT
COMMUNITY DEVELOPMENT DISTRICT**

_____, _____

Witness

Witness

Print Name

Print Name

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me this ____ day of _____, 201____, by _____, for the Grove Resort Community Development District, who [] is personally known to me or [] who has produced _____ as identification and did not take an oath.

Print Name: _____
Notary Public, State of Florida

Commission No.: _____
My Commission Expires: _____