

**AGREEMENT FOR THE
DELEGATION OF AUTHORITY**

THIS AGREEMENT FOR THE DELEGATION OF AUTHORITY (this "**Agreement**") is made and entered into as of this ___ day of January, 2011, by and between **CELEBRATION COMMUNITY DEVELOPMENT DISTRICT**, a community development district created pursuant to the provisions of Chapter 190, *Florida Statutes*, having a mailing address of c/o Severn Trent Environmental Services, Inc., 610 Sycamore Street, Suite 130, Celebration, Florida 34747 (the "**District**"), and **CELEBRATION RESIDENTIAL OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, having a mailing address of 851 Celebration Avenue, Celebration, Florida 34747 (the "**CROA**").

WHEREAS, the District is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the "**Act**"), for the purpose, among other things, of financing and managing the acquisition, construction, operation and maintenance of the major infrastructure within and without the boundaries of the premises to be governed by the District; and

WHEREAS, the District has constructed and/or acquired, and now owns, certain properties, infrastructure, facilities and amenities within the District including, but not limited to, landscaping, street lighting, recreational improvements, and those areas of between the back of the street curb and the sidewalks (the "**Facilities**") (being more particularly described on **Exhibit "A"** attached hereto and incorporated herein); and

WHEREAS, the District owns the real property on which the Facilities are constructed or otherwise situated; and

WHEREAS, the CROA, separate and apart from the District, currently owns, operates and maintains its own property, infrastructure and facilities within the District's boundaries; and

WHEREAS, the District and the CROA each have certain responsibilities for the management, maintenance, operating and control of the "Residential Properties" as defined in the Declaration of Covenants, Conditions and Restrictions recorded in Book 1298, Page 1889, Public Records of Osceola County, Florida (the "**Declaration**"), as amended from time to time; and

WHEREAS, the CROA, through its Architectural Review Committee (the "**ARC**") requires Owners of Residential Properties to first obtain the prior written approval of the ARC before making certain improvements or modifications to the Residential Properties or the Facilities, including the installation of mailboxes, stepping stones and electric lights; and

WHEREAS, for the sake of efficiency, the District desires to delegate the duty to review, approve or deny an Owner's application for certain improvements to District Facilities to the CROA which duties may be delegated to the ARC; and

WHEREAS, the ARC, through the CROA, desires to accept and assume such delegation of responsibilities, subject to the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. **Scope of Delegation.** District hereby delegates to the CROA and the ARC the right to review, approve or deny, an Owners application solely concerning the addition, change or removal of mailboxes, stepping stones (or other hard surface walkway), and small plantings, provided that none of the foregoing materially impair District Property. The CROA and the ARC shall not review or approve any Owner applications that exceed the scope of this Agreement, and the same shall be directed to the District for review, approval or denial.

3. **Term of Delegation.** This Agreement shall be effective and deemed in full force and effect as of the date this Agreement is signed by both parties and shall continue for a term of six (6) months. Thereafter, this Agreement may be extended annually for additional one year terms at the sole discretion of the District.

4. **Full Revocability.** This Agreement is fully revocable by either Party at any time, and shall not be deemed to be "coupled with an interest."

5. **Notices.** Any notice required or permitted to be given by the terms of this Agreement or under any applicable law by either party shall be in writing and shall be either hand delivered or sent by recognized overnight courier (e.g. Federal Express), or by certified or registered mail, postage prepaid, return receipt requested to the addresses first listed above.

6. **Third Party Beneficiaries.** The delegation of authority and other services provided under this Agreement are solely for the benefit of the District and the CROA and neither this Agreement nor any services rendered hereunder shall give rise to or shall be deemed to or construed so as to confer any rights on any other party as a third party beneficiary or otherwise, including any owners of property within the District.

7. **Acknowledgment of Public Records Law.** The District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. The CROA agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other statutes and regulations applicable to the CROA, For the purposes of this agreement in general and specifically the Indemnity detailed in Section 11, the CROA will have complied with these requirement by performing the following actions in regards to any ARC meeting involving CCDD matters: (a) Publish notice of each meeting 48 hours in advance on the Celebration Front Porch website and outside the regular meeting room in the Celebration Community Center. (b) Prepare minutes of each meeting consisting of a general summary indicating the items considered and actions taken at the meeting. (c) Provide a copy of the minutes and any application considered at the meeting to the CCDD within 7 days following the meeting, which will be stored and maintained for public review by the CCDD. The CROA recognizes and agrees that all records related to the District, the facilities and this Agreement may be public records and are subject to the requirements of applicable law pertaining to public records.

8. **Governing Law and Jurisdiction.** This Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Osceola County, Florida. THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN OSCEOLA COUNTY, FLORIDA.

9. **Independent Contractor Status.** At all times hereunder, the CROA shall undertake all duties, obligations, and responsibilities as an independent contractor, and not as an agent or representative of the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and the CROA. The CROA has no authority to enter into any contracts or agreements, whether oral or written, on behalf of the District.

10. **Sovereign Immunity.** Nothing herein shall cause or be construed as a waiver of the District's sovereign immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

11. **Indemnification.** The CROA agrees to indemnify, save harmless and defend the District, its officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which District, its officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) CROA's breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of CROA, its agents, employees or sub-contractors, in the performance of this Agreement.

12. **Counterparts and Facsimile.** This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. Such executions may be transmitted to the parties by facsimile and such facsimile execution shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile executions or a combination thereof, shall be construed together and shall constitute one and the same agreement.

[Signatures Contained on the Following Page(s)]

WITNESSES

[Signature]
Print Name: CYNTHIA J. SWISHER

[Signature]
Print Name: LORI ROCKEL

"CROA"

CELEBRATION RESIDENTIAL OWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: [Signature]
Name: TOM TOUZIN
Title: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this First day of March, 2010, by Tom Touzin, as Vice President of the **CELEBRATION RESIDENTIAL OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation. Said person is personally known to me or has produced a valid driver's license as identification.



Dulcy P. Murchison
Notary Public; State of Florida
Print Name: DULCY MURCHISON
My Commission Expires: 2/28/2013
My Commission No.: 860380

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written above.

WITNESSES

B Coemary Schindel
Print Name: _____

Maegen K Powers
Print Name: Maegen K. Powers

"DISTRICT"

CELEBRATION COMMUNITY DEVELOPMENT DISTRICT, a community development district created pursuant to the provisions of Chapter 190, Florida Statutes

By: Thomas B. Swannborg
Name: THOMAS B. SWANNBORG
Title: CHAIRMAN

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 15 day of FEB, 2011, by THOMAS SWANNBORG as CHAIR of the CELEBRATION COMMUNITY DEVELOPMENT DISTRICT, a community development district created pursuant to the provisions of Chapter 190, Florida Statutes. Said person is personally known to me or has produced a valid driver's license as identification.

Garyl Moyer
Notary Public; State of Florida
Print Name: _____
My Commission Expires: _____
My Commission No. _____

