

**INTERLOCAL AGREEMENT BETWEEN
HILLSBOROUGH COUNTY,
WESTCHASE EAST COMMUNITY DEVELOPMENT DISTRICT and
WESTBROOK WESTCHASE, L.P.**

This INTERLOCAL AGREEMENT is made between HILLSBOROUGH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, the governing body thereof (hereinafter the "County"), WESTCHASE EAST COMMUNITY DEVELOPMENT DISTRICT, an independent special district created pursuant to Chapter 190 of the Florida Statutes, by and through its Board of Supervisors, the governing body thereof (hereinafter the "District"), and Westbrook Westchase, L.P., a Delaware limited partnership, and the developer of the 2029.432 acres planned, mixed use development known as "WESTCHASE" (hereinafter the "Developer").

WITNESSETH

WHEREAS, Developer, in lieu of payment of certain park impact fees, will dedicate to the County a certain parcel of land improved as a park (said land and the improvements thereon hereinafter referred to as the "Park Parcel"); which Park Parcel is legally described in Exhibit "A" attached hereto and incorporated herein, and

WHEREAS, the Park Parcel meets the criteria for a local park under the Hillsborough County Consolidated Impact Assessment Program (Hillsborough County Ordinance #96-29 as amended by #96-32), and

WHEREAS, the dedication to the County of the Park Parcel, meets the requirements of the Hillsborough County Consolidated Impact Assessment Program (hereinafter the "Program") and thus the County may recognize the dedication by granting to the Developer impact fee offsets as established for parks under the Program, and

APPROVED
Board of County Commissioners
DATE 7-12-00
MICHAEL KELLY
Director
Real Estate Department

RETURN TO: REAL ESTATE DEPARTMENT

OR BK 10315 PG 1430

WHEREAS, the County will further transfer and convey the Park Parcel to the District for long term maintenance and operation of the Park Parcel by the District; and

WHEREAS, upon such transfer and conveyance to the District, the District agrees that the Park Parcel shall be used by the citizens of Hillsborough County and maintained and operated at no cost to the County in accordance with the County's minimum standards for the same; and

WHEREAS, the County is willing to allow the District to own, maintain and operate the Park Parcel as long as the District abides by the terms and conditions hereinafter set forth, and

WHEREAS, in the spirit of intergovernmental cooperation and for the mutual benefit of the County and the District, it has been determined by both public bodies that the execution of this Agreement serves the best interests of both public bodies and their constituents.

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

1. The foregoing recitals are true and correct and by reference are hereby incorporated into and made a part of this Agreement.
2. The Developer shall transfer and convey to the County by a special warranty deed in recordable form the Park Parcel within ten days after the Effective Date of this Agreement. The County shall accept the transfer and conveyance of the Park Parcel from Developer in its "as-is, where-is" condition without any implied or express warranties of any kind from Developer as to the condition of the Park Parcel.

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3. The County shall, in turn, transfer and convey the Park Parcel to the District by appropriate deed of conveyance in recordable form within ten days after the County receives and accepts the deed to the Park Parcel from the Developer per the provisions of paragraph two (2) above. The District shall accept the transfer of the Park Parcel from the County in its "as-is, where-is" condition without any implied or express warranties of any kind from the County as to the condition of the Park Parcel.

4. Simultaneously with the Developer's delivery to the County and acceptance by the County of the deed to the Park Parcel per the provisions of paragraph two (2) above, the County shall establish impact fee offsets for the Developer pursuant to the Ordinance establishing the Program.

5. Upon the District's receipt of the deed of conveyance of the Park Parcel from the County, and thereafter:

(a) The District, as the owner of the Park Parcel, shall ensure that the Park Parcel shall be available for use by all residents of Hillsborough County, Florida, and the District shall undertake no action which shall restrict or impede the lawful use of the Park Parcel by all the residents of Hillsborough County, Florida.

(b) The District, at its sole expense, shall be liable for the mowing, maintenance, repair and upkeep of the Park Parcel. Such mowing, maintenance, repair, and upkeep shall meet such reasonable minimum standards as may from time to time be established by the County through ordinance, regulation, rule, or written policy for the mowing, maintenance, repair and upkeep of its local parks of similar size and locale.

(c) To the extent allowable under applicable law, the District shall indemnify and hold the County and the Developer harmless from and against any and all actions, claims, suits, damages, fines, governmental penalties and liabilities asserted by third parties against the County, as a result of any intentional act or negligence of the District, its employees, contractors and agents or as a result of the District's breach of any of its obligations under this Agreement. This provision shall survive the termination of this Agreement for any reason.

(d) To the extent allowable under applicable law, the County shall indemnify and hold the District and the Developer harmless from and against any and all actions, claims, suits, damages, fines, governmental penalties and liabilities asserted by third parties against the District as a result of any intentional act or negligence of the County, its employees, contractors and agents or as a result of any activities undertaken by the County on the Park Parcel. This provision shall survive the termination of this Agreement for any reason.

(e) The Park Parcel shall not be voluntarily or involuntarily conveyed, leased or transferred by the District to any third party without the County's prior written consent.

(f) The County may, at its option and at no cost to the County, re-acquire the Park Parcel upon the happening of any of the following events:

(l) The District has materially breached a covenant contained in this Agreement and the District has failed to cure such breach within sixty (60) days after the County has notified the District of the same in writing;

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(ii) The District has, in accordance with applicable law, commenced an action or proceeding to dissolve or terminate its legal existence, in which event the District shall notify the County in writing of any such action or proceeding within thirty (30) days after the commencement of the same, but in any case before the dissolution of the District or the termination of its legal existence;

(iii) The Park Parcel for whatever reason has become inaccessible to the residents of Hillsborough County, Florida and the District has failed to make the Park Parcel accessible to the residents of Hillsborough County within sixty (60) days after the County has notified the District of the same in writing;

Within one hundred eighty (180) days of the happening of an event described in subparagraph (i), (ii) or (iii) above, the County may notify the District in writing of its intention to re-acquire the Park Parcel at no cost to the County. Within thirty (30) days after such notification, the District shall transfer and convey the Park Parcel to the County by an appropriate deed of conveyance in recordable form free and clear of liens, restrictions and encumbrances other than those in existence as of the date that the County conveys the Park Parcel to the District per the provisions of paragraph three (3) above or those accepted by the County in writing prior to the District's re-conveyance of the Park Parcel to the County.

(g) This Agreement shall terminate (i) upon the re-conveyance of the Park Parcel by the District to the County, (ii) upon the District's conveyance of the Park Parcel to a third party after first obtaining the County's written consent to such conveyance, (iii) upon the County's failure to exercise its right to reacquire the Park Parcel pursuant to the

provisions of subparagraph 5(f) above, or (iv) upon mutual agreement of the County and the District as expressed in a written instrument executed by both parties.

(h) Subject to the provisions providing for an earlier termination of this Agreement as set forth in subparagraphs 5(f) and 5(g) above, the rights and obligations of the County and District as set forth in this Agreement shall continue in perpetuity commencing with the date of the County's deed of conveyance of the Park Parcel to the District.

(i) The rights of either the County or the District under this Agreement shall not be assignable in whole or in part without the prior written consent of the other party.

6. In the enforcement of its rights hereunder, a party may avail itself of all remedies at law and in equity including specific performance of the other party's obligations, if appropriate.

7. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed delivered when received by a party if hand delivered or when received by United States Mail, certified mail, return receipt requested, addressed as follows:

To the District: Westchase East Community Development District
10300 NW 11th Manor
Coral Springs, Florida 33071

With Copy to: Fowler, White, Gillen, Boggs,
Villareal and Banker, P.A.
Attn: Rhea F. Law, Esquire
P.O. Box 1438
Tampa, Florida 33601

To the County: Director
Hillsborough County Parks Department
P.O. Box 1110
Tampa, Florida 33601

With Copy to: County Attorney's Office
601 E. Kennedy Blvd., 27th Floor
Tampa, FL 33602

To the Developer: Westbrook Westchase, L.P.
Attn: Brian Sewell
Concourse Center
3505 Frontage Road
Suite 145
Tampa, FL 33607

With Copy to: Gregory Packer, Esquire
Terrabrook
3030 LBJ Freeway
Suite 1500
Dallas, TX 75234

Any party may change its address by giving notice to the other party in the manner provided in this paragraph.

8. It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

9. Failure by a party to insist, in any one or more instances, upon strict performance of any covenants or conditions of this Agreement, shall not be construed as a waiver or relinquishment for the future of such covenant or condition, but the same shall continue and remain in full force and effect.

10. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. Except as otherwise herein provided, no covenant, representation or condition not expressed in this Agreement or in any amendment hereto made and executed in accordance with the provisions of paragraph 11 of this Agreement,

shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Agreement.

11. No change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties affected by such change or modification.

12. The date that the terms and provisions of this Agreement become effective (ie, the "Effective Date") shall be the date of the filing of this Agreement with the Clerk of the Circuit Court of Hillsborough County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 12th day of July, 2000.

"COUNTY"

ATTEST: RICHARD AKE
Clerk of Circuit Court



Board of County Commissioners
Hillsborough County, Florida

By: Julene Gregory
Deputy Clerk

By: Pat Frank
Chairperson

APPROVED BY COUNTY ATTORNEY

Print Name: Pat Frank

BY Richard Ake
Approved As To Form And
Legal Sufficiency.

"DISTRICT"

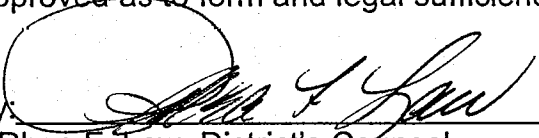
ATTEST:

Board of Supervisors of the
Westchase East Community Development
District, an independent special district

By: M. J. Ward
Print Name: M. J. WARD
Assistant Secretary

By: Brian Sewell
Print Name: Brian Sewell
Chairman

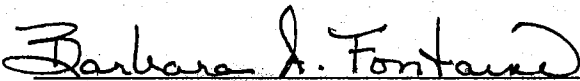
Approved as to form and legal sufficiency:

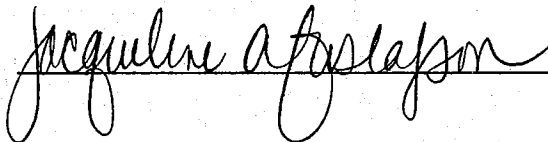
By: 
Rhea F. Law, District's Counsel


"DEVELOPER"

Westbrook Westchase, L.P.
A Delaware Limited Partnership

Attest:





By: 
Print Name: Brian Sewell

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WESTCHASE SECTION 372
BAYBRIDGE PARK SITE

DESCRIPTION: ALL of PARCEL "E", according to the plat of WESTCHASE SECTION "372" AND "PARK SITE", as recorded in Plat Book 77, Page 15, Public Records of Hillsborough County, Florida, lying in Sections 15 and 16, Township 28 South, Range 17 East, Hillsborough County, Florida.

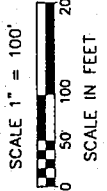
Containing 5.371 acres, more or less.

OR BK 10315 PG 1439

WESTCHASE SECTIONS "372" AND "PARK SITE"
 SECTIONS 15 & 16, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK PAGE

WESTCHASE SECTIONS "378" AND "411"
 PLAT BOOK 77, PAGE 14



SEE NOTE ON SHEET 2 OF 6
 FOR CURVE DATA TABLES

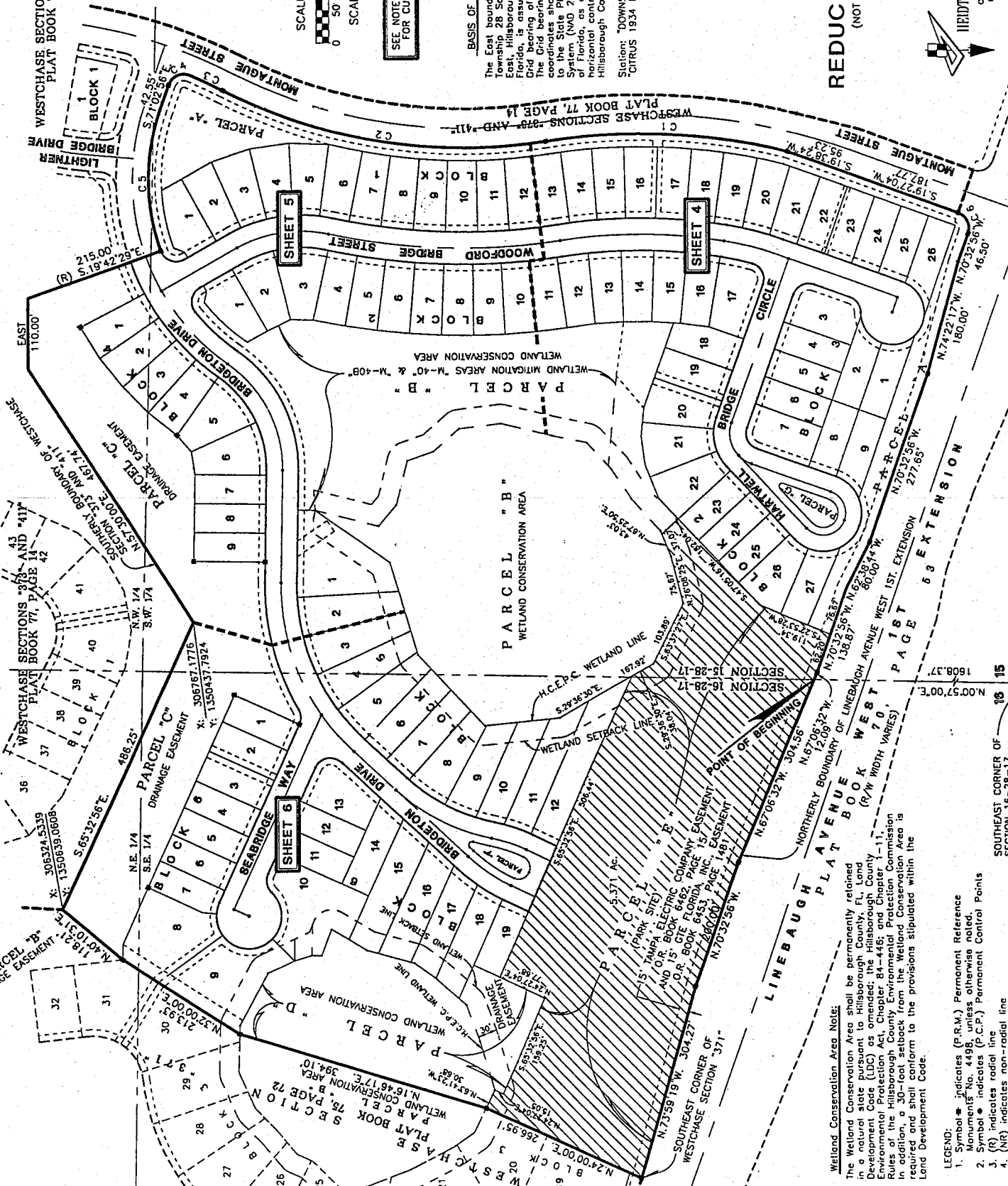
BASIS OF BEARINGS
 The East boundary of Section 16, Township 28 South, Range 17 East, Hillsborough County, Florida, is assumed to have a Grid bearing of N.00°57'00" E. The Grid bearings and coordinates shown herein refer to the Florida State Plane Coordinate System (NAD 83) of the West Zone of Florida, as established from horizontal control monuments of Hillsborough County, Florida.
 Station: "DOWNS" and Station "CITRUS 1934 RM6"

REDUCED COPY
 (NOT TO SCALE)



2212 SWANN AVENUE
 TAMPA, FLORIDA 33606
 (813) 253-5311
HEIDT & ASSOCIATES, INC.
 CIVIL ENGINEERING
 LAND SURVEYING

SHEET 3 OF 6 SHEETS



Wetland Conservation Area Note:
 The Wetland Conservation Area shall be permanently retained in a natural state pursuant to Hillsborough County, FL Land Development Code (LDC) as amended; the Hillsborough County Environmental Protection Act, Chapter 84-446; and Chapter 11, Rules of the Hillsborough County, Florida Commission. The boundaries of the Wetland Conservation Area is shown and shall conform to the provisions stipulated within the Land Development Code.

- LEGEND:**
- 1. Symbol: indicates (P.R.M.) Permanent Reference
 - 2. Symbol: indicates (P.C.P.) Permanent Control Points
 - 3. (R) indicates radial line
 - 4. (R) indicates radial line
 - 5. RB - Reference Bearing

SOUTHEAST CORNER OF SECTION 16-28-17

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