

JOINDER TO INTERLOCAL AGREEMENT

THIS **JOINDER TO INTERLOCAL AGREEMENT** (this "Joinder") is being entered into as of this 20th day of November, 2013 by and between the **COUNTY OF NASSAU, FLORIDA** and the **FLORIDA DEVELOPMENT FINANCE CORPORATION**.

WHEREAS, Orange County, Florida, and the Florida Development Finance Corporation have heretofore entered into that certain Interlocal Agreement, dated as of April 12, 1994 (the "Interlocal Agreement"), providing for the activation of the Florida Development Finance Corporation (the "FDFC") pursuant to the provisions of the Florida Development Finance Corporation Act of 1993 (such Act, as now or hereafter amended, is herein referred to as the "Act"); and

WHEREAS, the Act and the Interlocal Agreement provide that any other public agency (as defined in the Act) may enter into an Interlocal Agreement in order to permit the FDFC to function within the corporate limits of such public agency; and

WHEREAS, the County of Nassau, Florida (the "County"), a public agency as defined in the Act, desires that the FDFC function within the jurisdictional limits of the County;

NOW, THEREFORE, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

Section 1. COUNTY OF NASSAU, FLORIDA, hereby joins in the Interlocal Agreement and agrees to be bound by all the terms and provisions thereof. The County further agrees to file an executed copy of this Joinder, together with a copy of the Interlocal Agreement, in the public records of the County.

Section 2. The execution of this Joinder shall be solely for the purpose of satisfying the requirements of the Act in order to grant the FDFC full right, power, and authority to exercise any and all powers set forth in the Act and under the Florida Interlocal Act of 1969, as amended (to the extent that the exercise of such powers is consistent with the purposes of the Act) within the jurisdictional limits of the County and shall not be construed as an approval of any zoning building, or other developmental or regulatory permit, and the Board of County Commissioners of the County shall not be construed by virtue of its adoption of this resolution to have waived, or be estopped from asserting, any rights or responsibilities it may have in that regard.

Section 3. The County shall not be liable or responsible for any of the indebtedness, liabilities, costs, or expenses of the FDFC. All debts, liabilities, costs, and expenses incurred by the FDFC shall be paid solely by the FDFC as permitted under the Act.

Section 4. Bonds, notes, or other indebtedness issued or insured by the FDFC shall not constitute a debt, liability, or obligation of the County or the State of Florida, or any political subdivision thereof or a pledge of the faith and credit or any taxing power of the County or the State of Florida or any political subdivision thereof, but shall be limited obligations of the FDFC payable solely and secured by a pledge of payments made by borrowers to the FDFC and other funds provided therefor.

IN WITNESS WHEREOF, the COUNTY OF NASSAU, FLORIDA, has caused this Joinder to Interlocal Agreement to be executed for the uses and purposes therein expressed on this 20th day of November, 2013.

**BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA**

(SEAL)

By: *Daniel B. Leeper*
Chairman

ATTEST:

Just A. Crutcher
County Clerk
34 *[Signature]* *MES 11-21-13*

STATE OF FLORIDA,
COUNTY OF NASSAU

Daniel B. Leeper BEFORE ME, the undersigned authority, personally appeared *Daniel B. Leeper*, Chairman, Board of County Commissioners, Nassau County, Florida, to me personally known, and acknowledged before me that he is the person who signed the above and foregoing Joinder to Interlocal Agreement for the uses and purposes therein contained.

WITNESS my hand and seal of my office, Nassau County, Florida, this 20th day of November, 2013.



PEGGY B. SNYDER
Notary Public, State of Florida
My Comm. Expires Nov. 8, 2015
Commission No. EE 126532

Peggy B. Snyder
Notary Public, State of Florida
My Commission expires: 11/8/15