

Prepared by and after recorded return to:
Jan Albanese Carpenter, Esq.
Latham, Shuker, Eden & Beaudine, LLP
Post Office Box 3353
Orlando, Florida 32802-3353

FIRST AMENDMENT TO INTERLOCAL AGREEMENT
between
LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT
and
LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT AND LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT (the "First Amendment"), made effective October 1, 2011, is made by and between LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district ("Ashton CDD") and LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district ("Ashton II CDD") and amends that certain Interlocal Agreement between Lake Ashton Community Development District and Lake Ashton II Community Development District dated January 3, 2006 and recorded in Official Records Book 8174, Page 0040 of the Public Records of Polk County, Florida (the "Interlocal Agreement").

WHEREAS, Ashton CDD and Ashton II CDD are parties to the Interlocal Agreement relating to the development, maintenance, operation and reciprocal use of certain real property and facilities within the respective boundaries of each of the parties thereto, as more particularly described therein; and

WHEREAS, the Interlocal Agreement, as recorded in Official Records Book 8174, Page 0040 of the Public Records of Polk County, Florida, is currently in full force and effect; and

WHEREAS, in accordance with paragraph 12 of the Interlocal Agreement, the parties thereto may amend the Interlocal Agreement if such amendment is reduced to writing and is executed by both parties; and

WHEREAS, both Ashton CDD and Ashton II CDD have determined it to be in the best interest of each of the parties to modify and amend the Interlocal Agreement in accordance with the terms set forth below; and

WHEREAS, Ashton CDD and Ashton II CDD desire to execute this First Amendment in order to memorialize such amendment to the Interlocal Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be realized by the parties upon the execution hereof and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated by reference as terms.
2. Amendment to Paragraph 6, Construction and Maintenance of Roadways. The following paragraph shall be added to the end of paragraph 6 of the Interlocal Agreement as if originally set forth therein:

LATHAM SHUKER EDEN & BEAUDINE
111 N MAGNOLIA AVE STE 1400
ORLANDO, FL 32801

RE

In the event either Ashton CDD or Ashton II CDD elects to incur any Roadway Costs (as such term is defined in the Interlocal Agreement), such electing CDD shall, at least sixty (60) days prior to legally contracting or otherwise obligating itself for any Roadway Costs, notify the non-electing CDD in writing of the electing CDD's intent to perform, or have performed on its behalf, the subject roadway work and its intent to incur such Roadways Costs; such roadway work and the anticipated Roadway Costs shall be generally described in the provided notice. Furthermore, simultaneously with the written notice, the electing CDD shall provide the non-electing CDD with notice of the time of any public meeting(s) where the roadway work is on the meeting's agenda, and with copies of any bid specifications for such roadway work. Subsequent to receiving such notice and bid specifications, but not later than forty (40) days after the date the notice is received, the non-electing CDD may provide advice, information and/or consultation to the electing CDD with regard to the roadway work and the anticipated Roadway Costs. Notwithstanding anything herein, the non-electing CDD shall not have the right or authority to prevent the electing CDD from incurring such Roadway Costs, nor shall the non-electing CDD be exempt from the responsibility to pay its pro-rata share of such Roadway Costs, even if the non-electing CDD objects to the subject roadway work or improvements.

3. Severability. If any provision of this First Amendment or the Interlocal Agreement, as amended hereby, shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof or thereof shall in no way be affected or impaired, nor shall such holding of invalidity, illegality or unenforceability affect the validity, legality or enforceability of such provision under other dissimilar facts or circumstances.

4. Remaining Provisions Unaffected. Except as specifically supplemented, modified and/or amended herein, all covenants, terms, obligation and provisions of the Interlocal Agreement shall remain unaffected and in full force and effect.

5. Recording; Covenants to Run With the Land. Upon complete execution by the parties hereto, this First Amendment shall be recorded in the Official Records of Polk County, Florida. This First Amendment shall run with the land identified in the Interlocal Agreement and shall bind the parties hereto, and their successors and assigns.

6. Counterparts. In order to facilitate execution, this First Amendment may be executed in as many counterparts as may be required, and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

[COUNTERPART SIGNATURE PAGES TO FOLLOW]

**COUNTERPART SIGNATURE PAGE TO
FIRST AMENDMENT TO INTERLOCAL AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed on their behalf by duly authorized representatives as of the date first set forth above.

WITNESSES:

[Signature]
Print: George S. Flint

[Signature]
Print: Brenda VanSickle

LAKE ASHTON COMMUNITY
DEVELOPMENT DISTRICT,
a Florida community development district

By: [Signature]

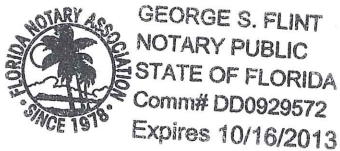
Print: Jake Eaton

Title: Chairman

STATE OF FLORIDA)
COUNTY OF Polk)

The foregoing instrument was acknowledged before me this 14th day of October, 2011, by Joseph Eaton, as Chairman of the Board of Supervisors of the LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT, who is [☒] personally known to me or [] has produced _____ as identification.

SEAL



[Signature]
Notary Public

George S. Flint
Printed Name

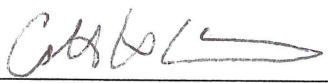
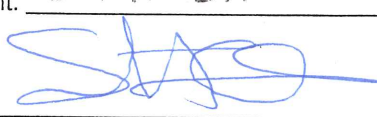
Commission Number: _____

My commission expires: _____


**COUNTERPART SIGNATURE PAGE TO
FIRST AMENDMENT TO INTERLOCAL AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed on their behalf by duly authorized representatives as of the date first set forth above.

WITNESSES:


Print: Colt H. Little

Print: Scott Owens

LAKE ASHTON II COMMUNITY
DEVELOPMENT DISTRICT,
a Florida community development district

By: 
Print: Mark E. Schreiber
Title: Chairman


STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 14th day of November, 2011, by Mark Schreiber, as Chairman of the Board of Supervisors of the LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT, who is [+] personally known to me or [] has produced _____ as identification.

SEAL



GEORGE S. FLINT
NOTARY PUBLIC
STATE OF FLORIDA
Commission # OD0929572
Expires 10/16/2013


Notary Public

George S. Flint
Printed Name

Commission Number: _____

My commission expires: _____