

INSTR # 2010107505  
BK 08174 PGS 0040-0056 PG(s)17  
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RICHARD M WEISS, CLERK OF COURT  
POLK COUNTY  
RECORDING FEES 146.00  
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THIS INSTRUMENT PREPARED BY:

Timothy F. Campbell, Esq.  
**Clark, Cambell, Mahwinney & Lancaster**

AND SHOULD BE RETURNED TO:

Jan Albanese Carpenter, Esq.  
**Latham, Shuker, Eden & Beaudine, LLP**  
P.O. Box 3353  
Orlando, Florida 32801  
407-481-5800

\_\_\_\_\_  
Space above line for recording purposes only

CHIRAG B KABRAWALA ESQ  
LATHAM SHUKER EDEN & BEAUDINE LLP  
390 N ORANGE AVE STE 600  
ORLANDO, FL 32801

**INTERLOCAL AGREEMENT BETWEEN  
LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT  
AND LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT**

**INTERLOCAL AGREEMENT  
BETWEEN LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT  
AND LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT II**

**THIS INTERLOCAL AGREEMENT** ("Agreement") is entered into on the Effective Date (hereinafter defined), by and between **LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government ("Ashton CDD") and **LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government ("Ashton II CDD").

**WITNESSETH:**

**WHEREAS**, the City Commission of the City of Lake Wales ("City") has established Ashton CDD, as expanded, by an ordinance adopted pursuant to the "Uniform Community Development District Act of 1980 in Chapter 190, Florida Statutes (the "Act"); and

**WHEREAS**, the Polk County Board of County Commissioners ("County") has established Ashton CDD II, as expanded, by an ordinance adopted pursuant to the Act; and

**WHEREAS**, the external boundaries of Ashton CDD are more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference, and include that certain residential community commonly known as Lake Ashton Golf Club ("Ashton CDD Boundaries");

**WHEREAS**, the external boundaries of Ashton II CDD are more particularly described in **Exhibit "B"** attached hereto and incorporated herein by reference, and include that certain residential community commonly known as Lake Ashton West ("Ashton II Boundaries");

**WHEREAS**, Ashton CDD is the owner of certain real property and the improvements located thereon, in Polk County, Florida as further described on **Exhibit "C"** attached hereto and incorporated herein by referenced, including, without limitation, roadways and certain amenities in Lake Ashton, including, by way of example, but without limitation, a clubhouse, swimming pool and tennis court(s) (collectively referred to herein as the "Amenities") and expressly excluding the golf course, (collectively referred to herein as the "Ashton CDD Property"); and

**WHEREAS**, Ashton CDD II is the owner of certain property in Polk County, Florida as further described on **Exhibit "D"** attached hereto and incorporated herein by referenced, which will be developed to include certain improvements in Lake Ashton West, including, without limitation, roadways and Amenities, and expressly excluding the golf course (collectively referred to herein as the "Ashton II CDD Property"); and

**WHEREAS**, Section 163.01, *Florida Statutes* (2005) also known as the "Florida Interlocal Cooperation Act of 1969" authorizes public agencies to enter into interlocal agreements; and

**WHEREAS**, the Board of Supervisors of Ashton CDD ("Ashton Board") and the Board of

Supervisors of Ashton II CDD ("Ashton II Board") believe it is in the best interests of the residents, invitees and guests of Ashton CDD and Ashton II CDD to develop the real property located therein as one interconnected community; and

**WHEREAS**, in order to facilitate the development of the real property located within the Ashton CDD Boundaries and Ashton II Boundaries as one interconnected community, the parties to this Agreement have agreed to grant certain non-exclusive use rights to the residents, invitees and guests of the Ashton CDD and Ashton II CDD over and across the Ashton II CDD Property and Ashton CDD Property, respectively; and

**WHEREAS**, the Ashton Board and Ashton II Board believe that the use of the Amenities on the Ashton CDD Property and Ashton II CDD Property, by the residents, guests and invitees of Ashton II CDD and Ashton CDD, respectively, will result in an equal amount of use of the Amenities on the Ashton CDD Property and Ashton II CDD Property; and

**WHEREAS**, because the Ashton Board and Ashton II Board believe that the use of the Amenities on the Ashton CDD Property and Ashton II CDD Property will be equal, the Ashton Board and Ashton II Board have agreed that each of the parties hereto shall be responsible for the operation and maintenance of the Amenities owned by such party; and

**WHEREAS**, Ashton CDD and Ashton II CDD have agreed to the maintenance and operation of the roadways as set forth herein.

**NOW THEREFORE**, in consideration of the mutual promises and other considerations contained herein, the parties hereto agree as follows:

1. **Recitals.** The above recitals are true and are hereby incorporated into this Agreement.
2. **Ashton CDD Granting of Use Rights.** Ashton CDD hereby grants the following use rights to the property owners within the Ashton II CDD Boundaries and their guests and invitees, and Ashton II CDD (collectively, referred to herein as "Ashton II Residents"):
  - (a) **Right to Use Roadways.** The non-exclusive right to use the roadways more particularly described on **Exhibit "E"** attached hereto and incorporated herein by referenced located within the Ashton CDD Boundaries and owned by Ashton CDD, for the purpose of pedestrian and vehicular access; and
  - (b) **Right to Use Amenities.** The non-exclusive right to use the Amenities located within the Ashton CDD Boundaries and owned by Ashton CDD; provided; however, the Ashton II Residents shall be subject to the same rules and regulations governing the use of the Amenities, as the property owners within the Ashton CDD Boundaries and their guests and invitees (collectively, referred to herein as the "Ashton Residents").

3. **Ashton II CDD Granting of Use Rights.** Ashton II CDD hereby grants the following use rights to the Ashton Residents and Ashton CDD:

(a) **Right to Use Roadways.** The non-exclusive right to use the roadways more particularly described on **Exhibit "F"** attached hereto and incorporated herein by referenced located within the Ashton II CDD Boundaries and owned by Ashton II CDD, for the purpose of pedestrian and vehicular access; and

(b) **Right to Use Amenities.** The non-exclusive right to use the Amenities located within the Ashton II CDD Boundaries and owned by Ashton II CDD; provided; however, the Ashton Residents shall be subject to the same rules and regulations governing the use of the Amenities, as the Ashton II Residents.

4. **Approval of Roadway Connections.** In order to facilitate the use of the rights described in Paragraphs 2 and 3 above, Ashton CDD and Ashton II CDD hereby approve the roadway connections as depicted on **Exhibit "G"** attached hereto and incorporated herein by reference ("Roadway Connections") and agree to jointly construct the Roadway Connections. Additional Roadway Connections may be approved by the mutual consent of the parties.

5. **Construction and Maintenance of Amenities.** Ashton CDD and Ashton II CDD shall each be responsible for procuring and paying for the design, permitting, construction, installation, maintenance, operation and repair of any and all Amenities located on the Ashton CDD Property and Ashton II CDD Property, respectively.

6. **Construction and Maintenance of Roadways.** Ashton CDD and Ashton II CDD shall each be responsible for the construction, installation, maintenance, operation and repair of any and all roadways located on the Ashton CDD Property and Ashton II CDD Property, respectively. Notwithstanding the foregoing, the actual costs associated with the maintenance and operation of the roadways within Ashton CDD and Ashton II CDD (collectively, "Roadway Costs") that have been incurred and paid shall be prorated between Ashton CDD and Ashton II CDD based on the number of housing units for which ~~certificates of occupancy have been issued~~ in each of Ashton CDD and Ashton II CDD as of ~~December 31~~ of each year.

*Sept 15*

*platted lots that have been approved*

7. **Assessments.** This Agreement shall in no way subject the Ashton Residents to the assessments of Ashton II CDD, except as expressly set forth herein. Similarly, this Agreement shall in no way subject the Ashton II Residents to the assessments of Ashton CDD.

8. **Warranty of Authority.**

(a) **Ashton CDD's Warranty.** Ashton CDD hereby warrants that Ashton CDD is the fee simple owner of the Ashton CDD Property and that Ashton CDD has full power and authority to enter into and perform its obligations under this Agreement.

(b) **Ashton II CDD's Warranty.** Ashton II CDD hereby warrants that Ashton II CDD is the fee simple owner of the Ashton II CDD Property and that Ashton II CDD has full power and authority to enter into and perform its obligations under this Agreement.

9. **Notices.** All notices, demands, approvals, requests and other communication required or permitted hereunder shall be in writing and shall be deemed to be delivered and received upon the earlier of (i) actual receipt; (ii) receipt of written confirmation if transmitted by facsimile; (iii) one day following its deposit with an overnight courier; or (iv) the third day following its deposit in a regularly maintained receptacle for the United States Mail, as registered or certified mail, return receipt requested, postage fully prepaid, addressed to the addressee at its address set forth below, or at such other address as such addressee may have specified by notice delivered in accordance with this paragraph and actually received by the addressee:

If to Ashton CDD: Lake Ashton Community Development District  
210 North University Drive, Suite 800  
Coral Springs, Florida 33071  
Phone: (954) 753-0380  
Facsimile: (954) 796-0623

If to Ashton II CDD: Lake Ashton II Community Development District  
210 North University Drive, Suite 800  
Coral Springs, Florida 33071  
Phone: (954) 753-0380  
Facsimile: (954) 796-0623

10. **Severability.** A determination that any provision of this Agreement is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Agreement to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other person or circumstances.

11. **No Waiver.** No waiver of any provision of this Agreement shall be effective, unless it is in writing signed by the party against whom it is asserted, and any such waiver shall only be applicable to the specific incident to which it relates and shall not be deemed to be a continuing or future waiver.

12. **Entire Agreement and Modifications.** This Agreement constitutes the entire understanding and agreement between the parties and shall not be changed, altered or modified, except by an instrument in writing signed by the party against whom enforcement of such charge would be sought. In the event any terms or provision of this Agreement would be determined by competent judicial authority to be illegal or otherwise invalid, such provision shall be given its

nearest legal meaning or shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed as being in full force and effect. This Agreement shall not be modified and any purported modification hereof shall not be effective, unless in writing and signed by the party to be charged, and properly executed with the same formality as this Agreement.

13. **Interpretation.** All parties to this Agreement have had significant and equal input in its drafting and preparation. No presumption shall arise that one or the other had any greater role in such drafting and that thereby this Agreement shall be interpreted against such party.

14. **Execution.** This Agreement may be signed in counterparts, each of which, taken together, shall be deemed an original hereof.

15. **Binding Effect.** This Agreement shall be binding upon the parties and their respective successors and assigns.

16. **Effective Date.** The Effective Date of this Agreement shall be the date upon which the last of the parties hereto executes this Agreement.

17. **Governing Law; Venue.** This Agreement shall be interpreted and enforced under the laws of the State of Florida without application of Florida conflict of law principles. In the event it shall be necessary for either party to bring suit to enforce any provision hereof or for damages on account of any breach of this Agreement the suit shall be filed in Polk County, Florida.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have made and executed this Agreement effective as of the day and year written below.

SLAO  
Print Name: SLOTT OWEN

John D. Dugirda  
Print Name: JOHN D. DUGIRDA

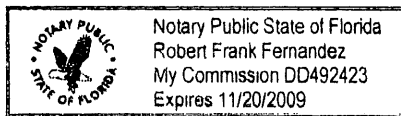
LAKE ASHTON II COMMUNITY  
DEVELOPMENT DISTRICT, a local unit of  
special-purpose government

By: [Signature]  
Mark Schreiber, Its Chairman  
of the Board of Supervisors

Date: 1/3/06

STATE OF FLORIDA  
COUNTY OF POLK

6 The foregoing instrument was acknowledged before me on this 3<sup>rd</sup> day of JANUARY, 2006, by Mark Schreiber, as Chairman of the Board of Supervisors of Lake Ashton II Community Development District, a local unit of special-purpose government. He is personally known to me or did produce \_\_\_\_\_ as identification.



Robert Frank Fernandez  
NOTARY PUBLIC  
Print: ROBERT FRANK FERNANDEZ  
Commission No.: DD492423  
Commission Expires: 11/20/09

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

Scott Owens  
Print Name: SCOTT OWENS

LAKE ASHTON COMMUNITY DEVELOPMENT  
DISTRICT, a local unit of special-purpose government

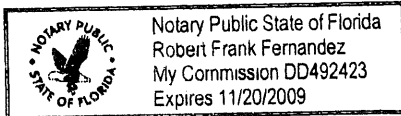
John D. Augirda  
Print Name: JOHN DAUGIRDA

Mark Schreiber  
By: Mark Schreiber, Its Chairman  
of the Board of Supervisors

Date: 1/3/06

STATE OF FLORIDA  
COUNTY OF POLK

6 The foregoing instrument was acknowledged before me on this 3<sup>rd</sup> day of JANUARY, 2006, by Mark Schreiber, as Chairman of the Board of Supervisors of Lake Ashton Community Development District, a local unit of special-purpose government. He is personally known to me or did produce \_\_\_\_\_ as identification.



Robert Frank Fernandez  
NOTARY PUBLIC  
Print: ROBERT FRANK FERNANDEZ  
Commission No.: DD492423  
Commission Expires: 11/20/09



**EXHIBIT LIST:**

<b>Exhibit “A”</b>	Legal Description of External Boundaries of Ashton CDD
<b>Exhibit “B”</b>	Legal Description of External Boundaries of Ashton II CDD
<b>Exhibit “C”</b>	Depiction of Ashton CDD
<b>Exhibit “D”</b>	Depiction of Ashton II CDD
<b>Exhibit “E”</b>	Roadways of Ashton CDD
<b>Exhibit “F”</b>	Roadways of Ashton II CDD
<b>Exhibit “G”</b>	Roadway connections between Ashton CDD and Ashton II CDD

## EXHIBIT "A"

### LEGAL DESCRIPTION OF EXTERNAL BOUNDARIES OF ASHTON CDD

(Per City of Lake Wales Ordinance 2000-11)

#### **Tract 1**

That part of Sections 18 and 19, Township 29 South, Range 27 East, Polk County, Florida, being more particularly described as follows: Commence at the Northeast Corner of the SE 1/4 of said Section 18; thence South 00°19'55" West along the East Boundary of said SE 1/4 a distance of 40.00 feet to the Point of Beginning; thence continue South 00°19'55" West along said East boundary 2606.70 feet to the Southeast corner of said Section 18; thence South 00°23'46" West along the East boundary of said Section 19 a distance of 808.00 feet, more or less, to the waters edge of Lake Myrtle; thence meander Westerly along said waters edge 5280.00 feet, more or less, to their intersection with the South boundary of the Southwest 1/4 of said Section 18, thence North 89°46'55" West along said South boundary 1685.00 feet, more or less, to the Southwest corner of said Section 18; thence North 00°48'47" East along the West boundary of said Section 18, a distance of 1969.97 feet; thence South 89°58'42" East 1331.41 feet; thence North 00°41'31" East 817.80 feet to a point on the Southerly right-of-way boundary of State Road 540A extension (Thompson Nursery Road); thence South 89°59'59" East along said right-of-way boundary parallel with the North boundary of the South 1/4 of said Section 18 a distance of 1330.13 feet; thence South 00°34'18" West along said right-of-way boundary 10.00 feet; thence South 89°59'59" East along said right-of-way boundary 1330.15 feet; thence North 00°27'16" East along said right-of-way boundary 10.00 feet; thence South 89°59'59" East along said right-of-way boundary 1330.13 feet to the said Point of Beginning.

#### **Tract 2**

The following described property, LESS AND EXCEPT Tract 1 above described, to-wit:

The South 1/4 of Section 18, Township 29 South, Range 27 East, Polk County, Florida LESS the North 1/4 of the Northwest 1/4 of the Southwest 1/4 and LESS the North 40.00 feet of said South 1/4 of Section 18 and the South 10.00 feet of the North 50.00 feet of the Northwest 1/4 of the Southeast 1/4 for S-540-A extension, and LESS maintained right-of-way;

AND:

The East 1/4 of the North 1/4 AND the East 800.00 feet of the Northeast 1/4 of the Northwest 1/4 AND the West 3/4 of the Southeast 1/4 of the Northeast 1/4 AND the East 1/4 of the Southwest 1/4 of the Northeast 1/4 AND the East 1/4 of the Northwest 1/4 of the Southeast 1/4 AND the West 1/4 of the Northeast 1/4 of the Southeast 1/4 AND the East 137.90 feet of the Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 AND the East 137.90 feet of the West 1/4 of the Southwest 1/4 of the Northeast 1/4, all in Section 19, Township 29 South, Range 27 East, Polk County, Florida;

That part of the above described property located in Section 18, Township 29 South, Range 27 East, being a part of government lots 3, 4, & 5; that part of the above-described property located in Section 19, Township 29 South, Range 27 East, being a part of government lots 1, 2, 5, and 6.

**Tract 3**

The North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  LESS the North 40 feet for road right-of-way in Section 18, Township 29 South, Range 27 East.

**Tract 4**

The West  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , LESS the East 137.90 feet, AND the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , LESS the 137.90 feet, AND The North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  LESS the East 900.00 feet, AND the South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$ , all being Section 19, Township 29 South, Range 27 East, Polk County, Florida.

AND:

**Phase 5 (Per City of Lake Wales Ordinance 2002-06):**

The Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 19, Township 29 South, Range 27 East, Polk County, Florida.

**Phase 6 (Per City of Lake Wales Ordinance 2005-11):**

The Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 19, Township 29 South, Range 27 East, Polk County, Florida.

**EXHIBIT "B"**

**LEGAL DESCRIPTION OF EXTERNAL BOUNDARIES OF ASHTON II CDD**

**(Per Board of County Commissioners of Polk County, Florida Ordinance No. 2005-006)**

**Parcel 1:**

Parcel Identification Number: 242926/000000/013010

The NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$ , less the West 121 feet thereof, in Section 24, Township 29 South, Range 26 East, Polk County, Florida.

**Parcel 2:**

Parcel Identification Number: 242926/000000/032010

The SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ , less the North 200 feet thereof, in Section 24, Township 29 South, Range 26 East, Polk County, Florida.

**Parcel 3:**

Parcel Identification Number: 242926/000000/011000

The East  $\frac{1}{2}$ , less the NW  $\frac{1}{4}$  of NE  $\frac{1}{4}$  and NE  $\frac{1}{4}$  of SW  $\frac{1}{4}$  and SE  $\frac{1}{4}$  of SW  $\frac{1}{4}$ , lying East of Highway, in Section 24, Township 29 South, Range 26 East, Polk County, Florida.

**Parcel 4:**

Parcel Identification Number: 252926/000000/011020

The North 365 feet of the North  $\frac{1}{2}$  of NE  $\frac{1}{4}$  and North 365 feet of NE  $\frac{1}{4}$  of NW  $\frac{1}{4}$ , lying East of State Road 653, in Section 25, Township 29 South, Range 26 East, Polk County, Florida.

**"Stokes Property"**

Parcel Identification Number: 242926/000000/043010

The W  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  lying East of Road, in Section 24, Township 29 South, Range 26 East, Polk County, Florida.

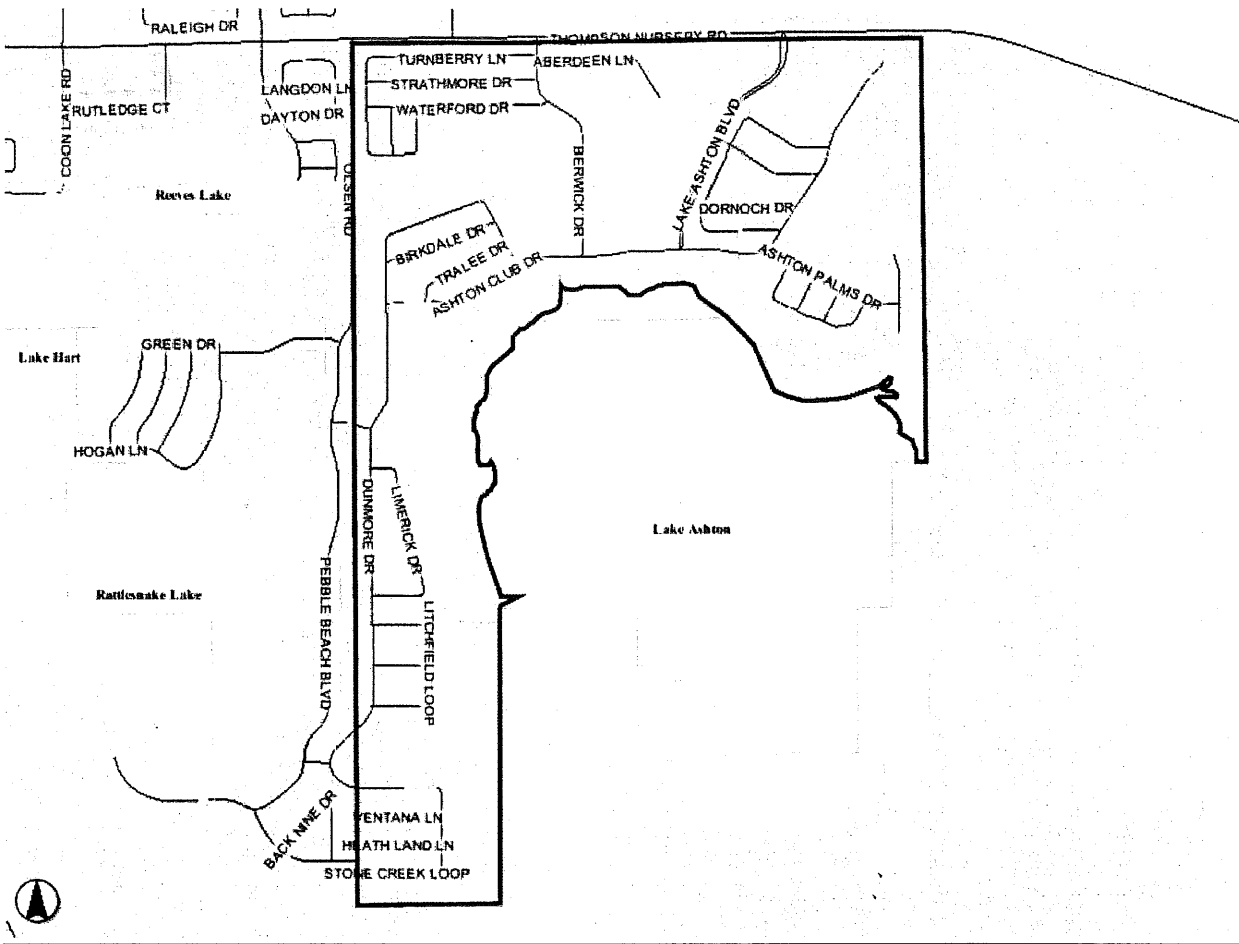
**AND**

**"Additional Davis Property" (Board of County Commissioners of Polk County, Florida Ordinance No. 2005-042)**

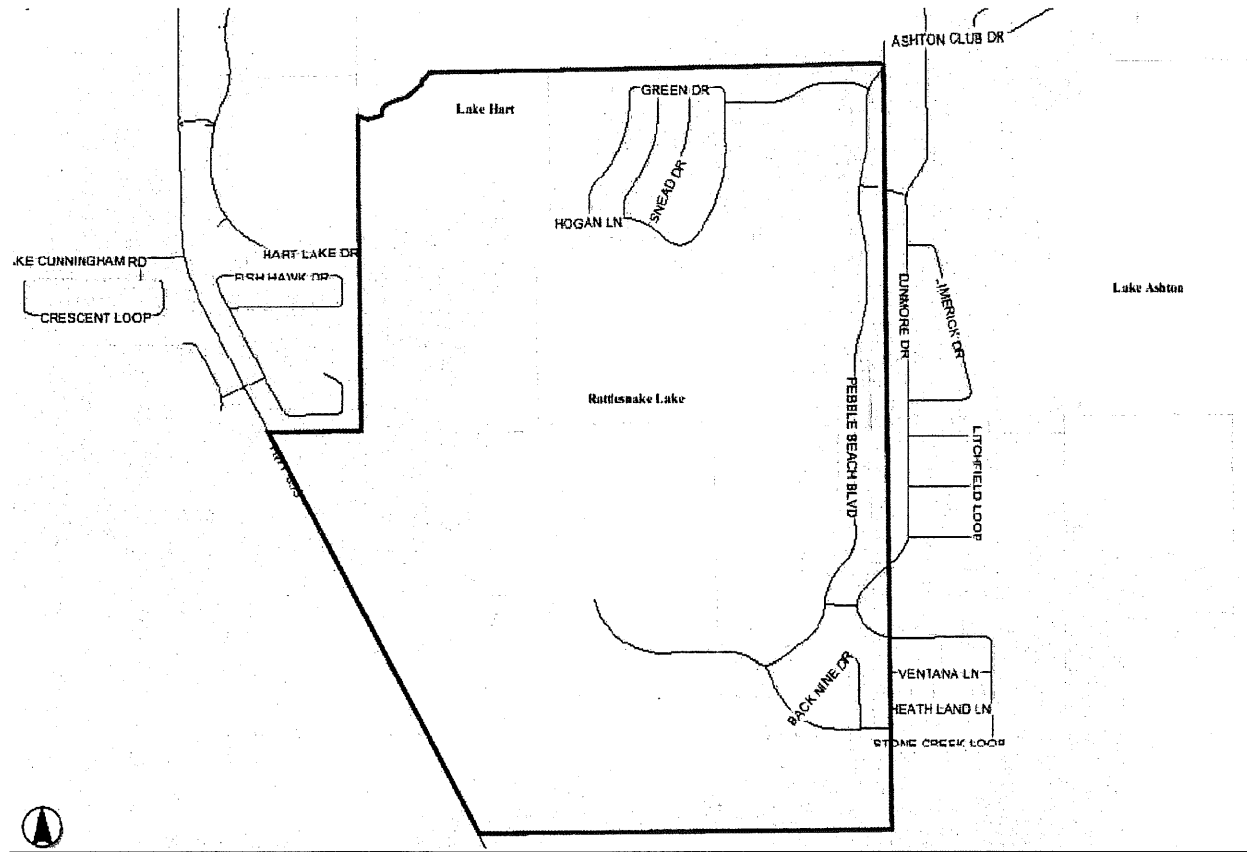
The NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  LESS that part lying North of Lake Hart; AND the West 121 feet of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$ ; AND the North 200 feet of the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ ; all in Section 24, Township 29 South, Range 26 East.

EXHIBIT "C"

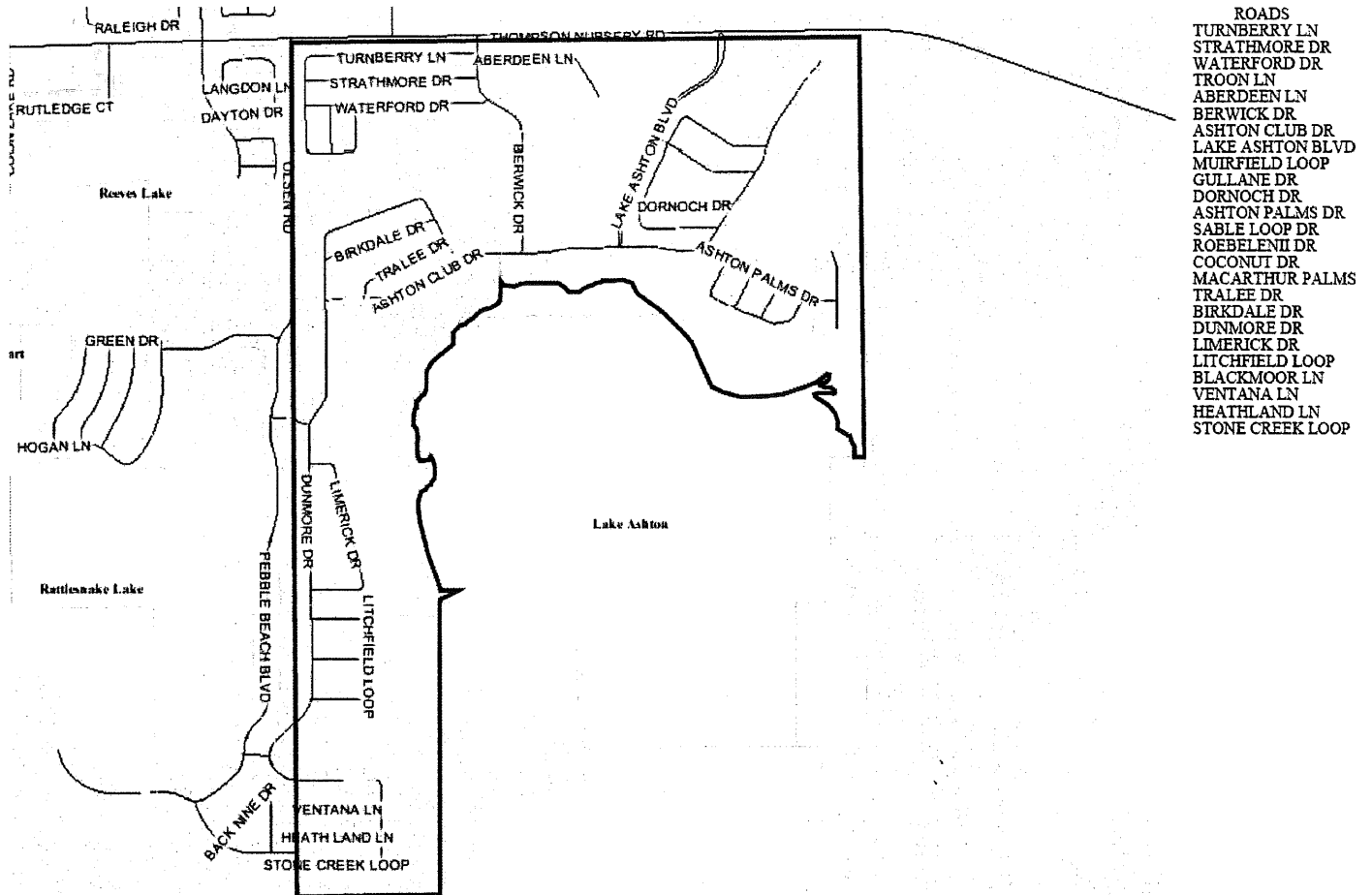
DEPICTION OF DEPICTION OF ASHTON CDD



**EXHIBIT "D"**  
**DEPICTION OF ASHTON II CDD**

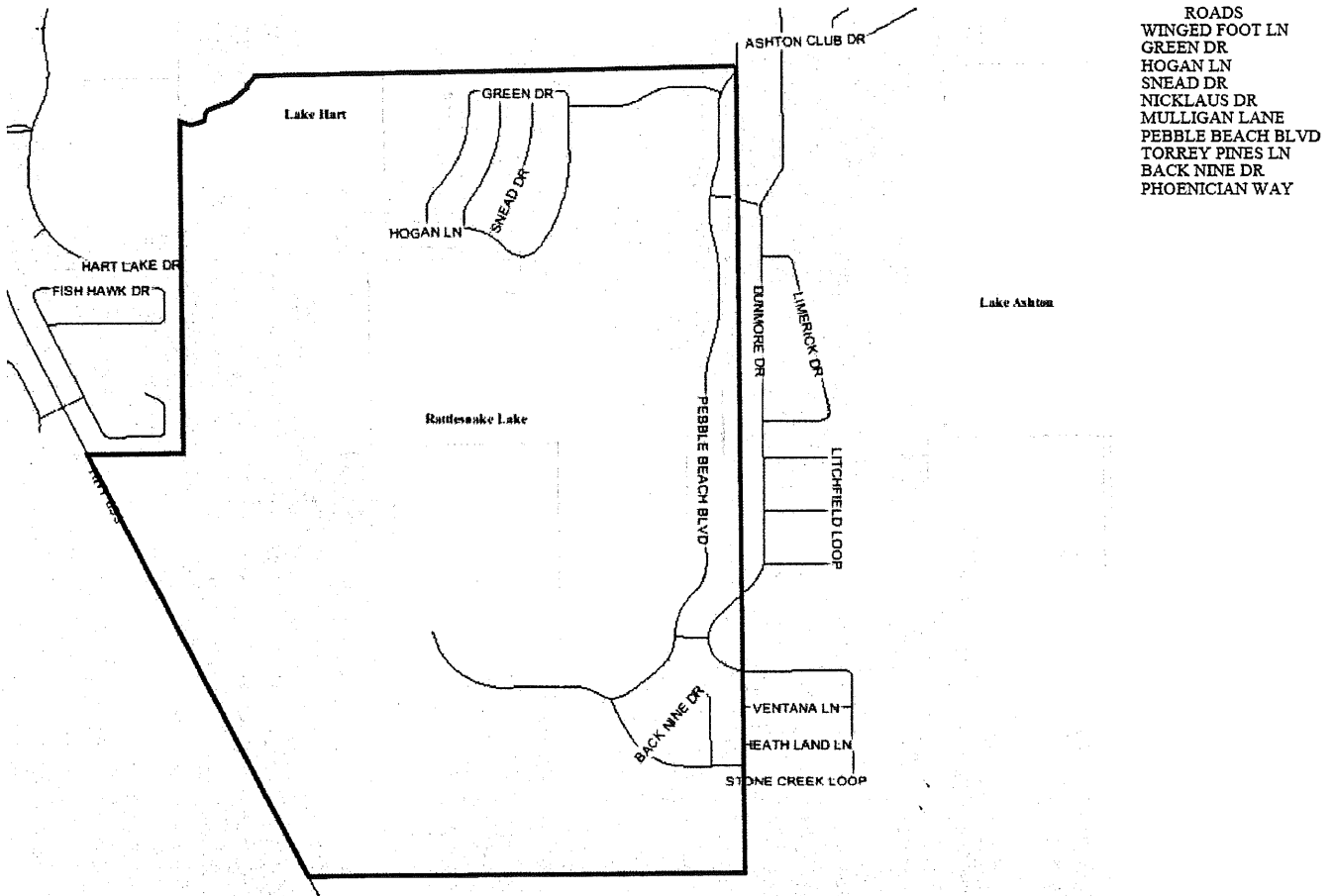


# **EXHIBIT "E"** **ROADWAYS OF ASHTON CDD**



LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT 1

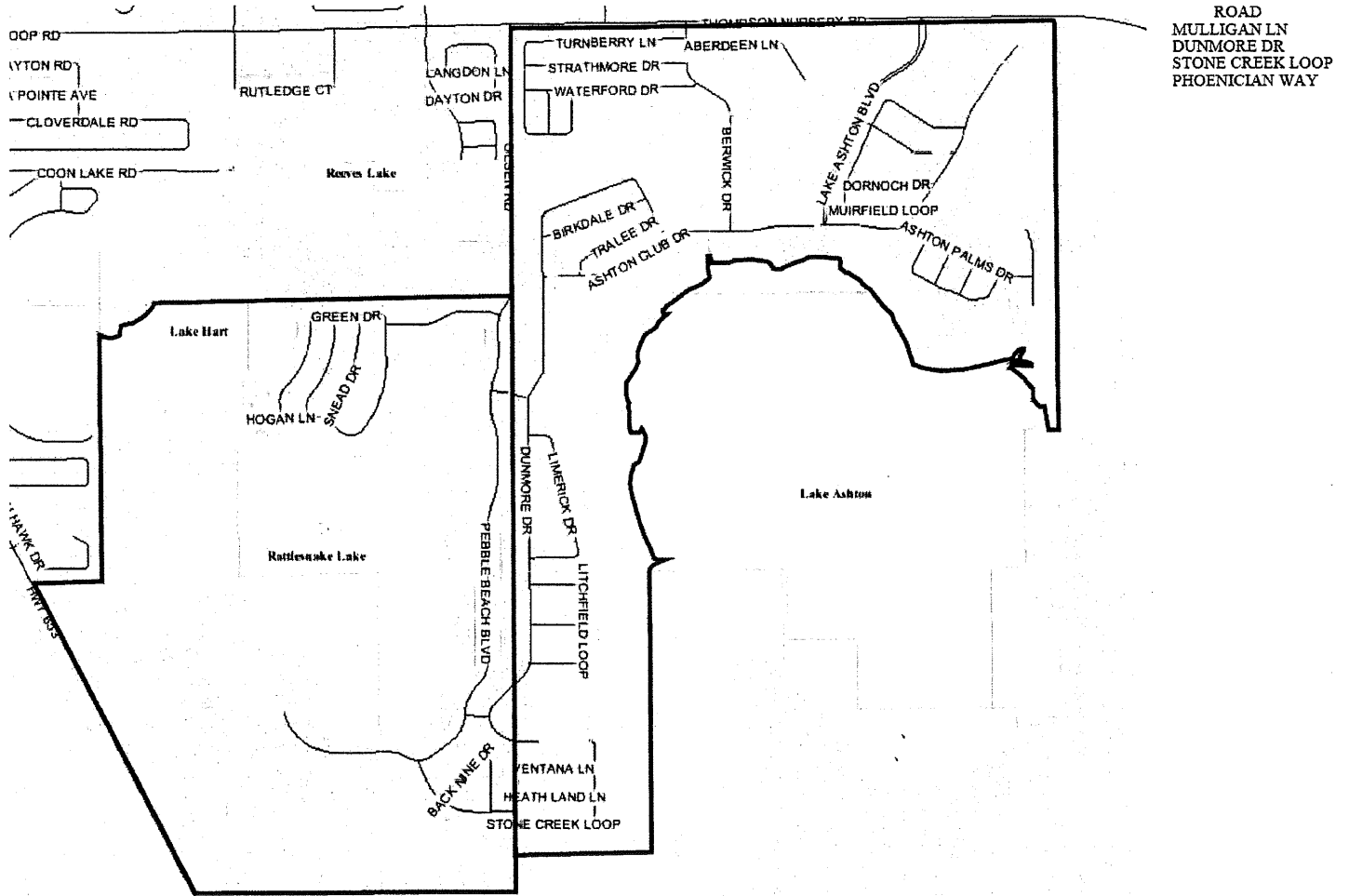
**EXHIBIT "F"**  
**ROADWAYS OF ASHTON II CDD**



LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT 2



**EXHIBIT "G"**  
**ROADWAY CONNECTIONS BETWEEN ASHTON CDD AND ASHTON II CDD**



LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICTS 1 AND 2