

PREPARED BY AND AFTER RECORDING

RETURN TO:

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**INTERLOCAL AGREEMENT FOR THE
LAKEWOOD RANCH INTER-DISTRICT AUTHORITY**

This INTERLOCAL AGREEMENT FOR THE LAKEWOOD RANCH INTER-DISTRICT AUTHORITY is entered into this 15 day of November, 2010, by and between Lakewood Ranch Community Development District 1, a special purpose local government established pursuant to Chapter 190, Florida Statutes, as amended ("DISTRICT 1"), Lakewood Ranch Community Development District 2, a special purpose local government established pursuant to Chapter 190, Florida Statutes, as amended ("DISTRICT 2"), Lakewood Ranch Community Development District 4, a special purpose local government established pursuant to Chapter 190, Florida Statutes, as amended ("DISTRICT 4"), Lakewood Ranch Community Development District 5, a special purpose local government established pursuant to Chapter 190, Florida Statutes, as amended ("DISTRICT 5"), and Lakewood Ranch Community Development District 6, a special purpose local government established pursuant to Chapter 190, Florida Statutes, as amended ("DISTRICT 6").

WHEREAS, DISTRICTS 1, 2, 3, 4 and 5 and the Lakewood Ranch Corporate Park Owners Association, Inc., entered into an Interlocal Agreement, dated March 3, 2001, ("2001

INTERLOCAL AGREEMENT”), to share certain costs of operation and maintenance of infrastructure and landscaping; and

WHEREAS, the Lakewood Ranch Inter-District Authority (“IDA”) was created pursuant to the Town Hall Interlocal Agreement dated October 10, 2002, recorded in the Official Records of Manatee County at Book 1780, Page 1862, et seq., between DISTRICTS 1, 2, 3, 4, 5 and 6 (by subsequent joinder), for the purpose of operating and maintaining the Lakewood Ranch Town Hall (“2002 TOWN HALL INTERLOCAL AGREEMENT”); and

WHEREAS, DISTRICTS 1, 2, 3, 4, 5 and 6 (by subsequent joinder), entered into an Interlocal Agreement, dated September 14, 2006, recorded in the Official Records of Manatee County at Book 2155, Page 5025, et seq., (“2006 INTERLOCAL AGREEMENT”), to grant the IDA additional powers to provide administrative, financial, and operations and maintenance services to DISTRICTS 1, 2, 3, 4, and 5, and the homeowners associations which govern the properties located within those DISTRICTS, and with the costs of such management of DISTRICTS 1, 2, 3, 4 and 5 being allocated between those DISTRICTS; and

WHEREAS, DISTRICTS 1, 2, 3, 4 and 5 each appointed the IDA to act as the District Manager for each DISTRICT, pursuant to Section 190.007(1), Florida Statutes; and

WHEREAS, DISTRICTS 1, 2, 3, 4, 5 and 6, and the Lakewood Ranch Corporate Park Owners Association, Inc., entered into an Amended Interlocal Agreement, dated November 20, 2006, (“AMENDMENT OF 2001 INTERLOCAL AGREEMENT”), which amended the 2001 INTERLOCAL AGREEMENT to provide for the IDA to hire shared personnel for the operation and maintenance of those certain infrastructure and landscaping duties referenced in the 2001 INTERLOCAL AGREEMENT; and

WHEREAS, DISTRICT 3 and the Lakewood Ranch Town Center Owners Association, Inc., (“TCOA”) entered into an Amended and Restated Agreement Between Lakewood Ranch

Community Development DISTRICT 3 and Lakewood Ranch Town Center Owners Association, Inc., dated July 30, 2008, which provided for the TCOA to assume the rights and obligations of DISTRICT 3; and

WHEREAS, DISTRICTS 1, 2, 3, 4, 5 and 6, the IDA, and the TCOA entered into an Agreement for Use of Town Hall, dated July 30, 2008, ("AGREEMENT FOR USE OF TOWN HALL") providing for the TCOA to pay an allocated percentage of the cost of operation and maintenance of TOWN HALL in exchange for use rights to TOWN HALL; and

WHEREAS, DISTRICTS 1, 2, 3, 4, 5 and 6 entered into an Amendment to Town Hall Interlocal Agreement and 2006 Interlocal Agreement to remove DISTRICT 3 as a MEMBER DISTRICT; and

WHEREAS, DISTRICT 3 was dissolved pursuant to Ordinance 08-73, adopted by the Board of County Commissioners for Manatee County on September 4, 2008; and

WHEREAS, DISTRICTS 1, 2, 4, 5, and 6 (collectively "MEMBER DISTRICTS") now wish to clarify the rights and obligations amongst the parties and to consolidate existing agreements; and

WHEREAS, the MEMBER DISTRICTS recognize that more efficient governance of the MEMBER DISTRICTS can be achieved by utilizing the IDA as the contracting party for agreements benefitting more than one of the MEMBER DISTRICTS.

NOW THEREFORE, in consideration of the mutual premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the MEMBER DISTRICTS hereby agree as follows:

1. **AGREEMENT TO AMEND AND REPLACE EXISTING AGREEMENTS.** This AGREEMENT shall serve as an amendment of, and shall replace, the 2002 TOWN HALL

INTERLOCAL AGREEMENT and 2006 INTERLOCAL AGREEMENT in their entirety, and upon adoption of this AGREEMENT, those agreements shall be void and of no further effect.

2. **DEFINITIONS.** When used in this AGREEMENT, the following terms shall have the following meanings, unless the context clearly requires otherwise:

(A) "AGREEMENT" means this Interlocal Agreement for the Lakewood Ranch Inter-District Authority, including any amendments or supplements hereto executed and delivered in accordance with the terms hereof.

(B) "IDA" means the Lakewood Ranch Inter-District Authority, an interlocal government agency to be created and to exist pursuant to Section 190.011 and 163.01, Florida Statutes, and this AGREEMENT as supplemented and amended.

(C) "IDA COUNSEL" means the legal counsel retained by the IDA to provide legal advice.

(D) "EXECUTIVE DIRECTOR" means the chief executive staff officer of the IDA. This position was formerly titled "COMMUNITY MANAGER."

(E) "BOARD" means the IDA's governing Board of Directors, appointed pursuant to Section 4.(A) herein.

(F) "DIRECTOR" means an individual appointed to the Board by a MEMBER DISTRICT pursuant to Section 4.(A) herein.

(G) "DISTRICT 1" means Lakewood Ranch Community Development District 1, a special purpose local government established pursuant to Chapter 190, Florida Statutes.

(H) "DISTRICT 2" means Lakewood Ranch Community Development District 2, a special purpose local government established pursuant to Chapter 190, Florida Statutes.

(I) "DISTRICT 3" means Lakewood Ranch Community Development District 3, a special purpose local government established pursuant to Chapter 190, Florida Statutes, and

dissolved pursuant to Ordinance 08-73, approved by the Board of County Commissioners for Manatee County on September 4, 2008.

(J) "DISTRICT 4" means Lakewood Ranch Community Development District 4, a special purpose local government established pursuant to Chapter 190, Florida Statutes.

(K) "DISTRICT 5" means Lakewood Ranch Community Development District 5, a special purpose local government established pursuant to Chapter 190, Florida Statutes.

(L) "DISTRICT 6" means Lakewood Ranch Community Development District 6, a special purpose local government established pursuant to Chapter 190, Florida Statutes.

(M) "EQUIVALENT DWELLING UNIT" or "EDU" means one residential unit or 2,500 square feet of non-residential use.

(O) "LEASE" means that Non-Exclusive Lease and Operating Agreement dated August 14, 2003 between Districts 1, 2, 3, 4, and 5, and subsequently joined by District 6.

(P) "LAKEWOOD RANCH CORPORATE PARK OWNERS ASSOCIATION" or "CPOA" shall mean the Lakewood Ranch Corporate Park Owners Association, Inc., a Florida non-profit corporation, which has an address of 14400 Covenant Way, Lakewood Ranch, Florida 34202.

(Q) "LAKEWOOD RANCH TOWN CENTER OWNERS ASSOCIATION" or "TCOA" shall mean the Lakewood Ranch Town Center Owners Association, Inc., a Florida non-profit corporation, which has an address of 14400 Covenant Way, Lakewood Ranch, Florida 34202.

(R) "MEMBER DISTRICTS" means DISTRICT 1, DISTRICT 2, DISTRICT 4, DISTRICT 5, and DISTRICT 6.

(S) "PRINCIPAL ACCOUNT" means for each MEMBER DISTRICT the then current cumulative principal payments under the TOWN HALL financing which have been

defrayed by each of the MEMBER DISTRICTS either directly or derivatively through payments made to the IDA under the LEASE.

(T) "TERMINATION FUNDING SHARE" means for each MEMBER DISTRICT, the percentage computed by dividing PRINCIPAL ACCOUNT of such MEMBER DISTRICT by the total PRINCIPAL ACCOUNTS of all MEMBER DISTRICTS.

(U) "TOWN HALL" means the cultural, recreational, educational, and administrative facility known as the Lakewood Ranch Town Hall, to be operated and maintained by the IDA pursuant to this AGREEMENT.

(V) "TOWN HALL PREMISES" means the real property and appurtenances associated with TOWN HALL, as described in OR Book 1858 Page 5945 of the Public Records of Manatee County, Florida.

3. **LAKWOOD RANCH INTER-DISTRICT AUTHORITY.**

(A) The MEMBER DISTRICTS hereby create the Lakewood Ranch Inter-District Authority ("IDA"), pursuant to Sections 190.011 and 163.01, Florida Statutes, and other applicable law, for the purposes set forth herein.

(B) The creation of the IDA and the fulfillment of its purposes are in all respects for the benefit of the people of this State and the residents of the MEMBER DISTRICTS. The IDA is performing an essential governmental function. All property of the IDA is and shall in all respects be considered to be public property, and the title to such property shall be held by the IDA for the benefit of the public. The uses of such property shall be considered a public purpose, until disposed of upon such terms as the IDA may deem appropriate. All of the property, facilities, services and activities of the IDA are declared to be nontaxable for any and all purposes by the State or Federal government or any unit of the State or Federal government to the same extent as if owned or issued by or on behalf of the MEMBER DISTRICTS.

(C) The IDA shall have the following enumerated powers, in addition to and supplementing any other powers or privileges granted by Section 163.01, Florida Statutes:

(1) To operate, manage, and eventually own, the TOWN HALL and TOWN HALL PREMISES for the benefit of all of the residents within the MEMBER DISTRICTS.

(2) To provide administrative, financial, and operations and maintenance services to MEMBER DISTRICTS electing to receive such services.

(3) To serve as District Manager to those MEMBER DISTRICTS who appoint the IDA to so serve, pursuant to Section 190.007(1), Florida Statutes, and to have all of the powers necessary and convenient to fulfill the responsibilities of District Manager as described in that Section. The IDA may contract with a third party provider to perform some or all such management services as the IDA deems appropriate.

(4) To provide administrative, financial, and operations and maintenance services to homeowners associations located within the MEMBER DISTRICTS, pursuant to separate, written agreements with such homeowners associations. The cost of providing such services shall be completely borne by the homeowners associations receiving the services described herein, and no costs shall be allocated to the MEMBER DISTRICTS for such services. The IDA shall provide such services at the cost to the IDA.

(5) To provide such additional services as may be directed by any or all of the MEMBER DISTRICTS, including, but not limited to, the duties proscribed in the 2001 INTERLOCAL AGREEMENT, AMENDMENT OF 2001 INTERLOCAL AGREEMENT, and AGREEMENT FOR USE OF TOWN HALL.

(6) To act as the purchasing or contracting agent on behalf of any or all of the MEMBER DISTRICTS, when directed by the DISTRICTS participating in such purchase or contract.

(7) To hire employees, and/or contract for personnel, to carry out the functions of the IDA as described herein, and to set policies for management of IDA personnel.

(D) In furtherance of the powers described in Section 3.(C) above, the IDA shall have the following powers:

(1) To sue and be sued in its own name.

(2) To acquire, by purchase, gift, devise or otherwise, and to dispose of, real or personal property, or any estate therein.

(3) To lease, as lessor or lessee, to or from any person, firm, corporation, association or body, public or private, facilities or property of any nature for the use of the IDA, to carry out any of the purposes authorized by this AGREEMENT.

(4) To make and execute contracts or other instruments necessary or convenient to the exercise of its powers, including contracts for the service of consultants, experts, agents and employees as the BOARD may require or deem appropriate.

(5) To assume ownership of the TOWN HALL and TOWN HALL PREMISES after any and all financial debt liabilities associated with the construction and permanent financing of the TOWN HALL have been satisfied.

(6) To the extent permitted by law, to exercise all privileges, immunities and exemptions accorded to the MEMBER DISTRICTS under the provisions of the Constitution and the laws of the State of Florida.

(7) To appoint advisory, administrative or operation boards or committees to assist the IDA in the exercise and performance of the powers and duties provided for under this AGREEMENT.

(8) To do all acts and things necessary or convenient for the conduct of its business in order to carry out the powers and duties provided in this AGREEMENT.

4. **GOVERNANCE OF THE IDA.**

(A) Board of Directors.

(1) All powers, privileges and duties vested in or imposed upon the IDA shall be exercised and performed by and through a Board of Directors ("BOARD").

(2) The BOARD shall be comprised of five DIRECTORS, with one DIRECTOR being appointed by each of the MEMBER DISTRICTS. Each member of the BOARD shall also be a member of the Board of Supervisors of the MEMBER DISTRICT which he or she represents.

(3) Each MEMBER DISTRICT shall appoint its DIRECTOR to serve in such capacity for a period of time to be determined by the MEMBER DISTRICT, but MEMBER DISTRICTS shall make appointments as necessary to ensure that there is continuous representation on the BOARD. Each MEMBER DISTRICT may appoint an Alternate, who shall serve as its DIRECTOR, in the event the DIRECTOR cannot attend a meeting of the BOARD. An Alternate shall have the rights, duties and responsibilities of the DIRECTOR at the Board meeting at which they attend in place of the DIRECTOR until such time as the DIRECTOR for that DISTRICT is in attendance.

(B) Officers of the Board.

(1) The BOARD shall elect a Chair from their number, who shall serve for a period of two years, or until a successor shall have been duly elected and qualified, whichever is later. The Chair shall preside at all meetings of the BOARD.

(2) The BOARD shall elect a Vice Chair from their number, who shall serve for a period of two years, or until a successor shall have been duly elected and qualified, whichever is later. In case of the absence or disability of the Chair, the Chair's duties shall be performed by the Vice Chair. The Vice Chair shall perform such additional duties as are authorized by the BOARD.

(3) If a vacancy occurs in the office of Chair or Vice Chair, the BOARD shall elect a replacement to serve the balance of the unexpired term.

(4) If neither the Chair nor Vice Chair attends a meeting at which a quorum is present, the DIRECTORS present may elect one of their number to serve as Chair Pro Tem for that meeting.

(C) Board Meetings.

(1) The BOARD shall meet on a regular basis at such times and at such places as determined by the BOARD.

(2) Special meetings and workshops may be called by the Chair, and in his or her absence, by the Vice Chair. Special meetings and workshops shall also be called upon receipt by the EXECUTIVE DIRECTOR of written requests from a majority of the DIRECTORS.

(3) To the extent permitted by Section 286.011, Florida Statutes, the BOARD shall be authorized to allow DIRECTORS to participate in BOARD meetings by telephone or by other method of electronic voice transmission.

(D) Quorum and Voting.

(1) A quorum for the transaction of business at any meeting of the BOARD shall consist of a majority of the DIRECTORS. Notwithstanding the foregoing, a majority of the DIRECTORS present at any meeting, or a single DIRECTOR, if only one DIRECTOR is present, may act to continue the meeting to any time and date specified in such continuance.

(2) Each DIRECTOR shall be entitled to one vote per EDU within the DISTRICT which such DIRECTOR represents, as determined by the most recent EDU figures adopted by the BOARD, in accordance with Section 5.(A) herein, except on issues where the cost allocations among Districts are on a basis different than EDU's. In those situations where the cost allocations are not on an EDU basis, each Director shall be entitled to one vote per percentage point (rounded to the nearest tenth of a percent) for the percent allocation for the DISTRICT which such Director represents. All DIRECTORS may vote in regard to issues related to TOWN HALL and the TOWN HALL PREMISES. However, only those DIRECTORS representing DISTRICTS which utilize the IDA for District Manager services shall be entitled to vote on matters related to the management of the MEMBER DISTRICTS. The total number of votes available to be cast by the BOARD shall equal the total number of EDUs in all of the MEMBER DISTRICTS which are eligible to vote on the particular matter. BOARD action shall require an affirmative vote of not less than sixty percent (60%) of the total number of eligible votes present. Until the Board updates the EDU calculation pursuant to Section 5(A), the EDUs per District shall be as follows: CDD1 - 1,819; CDD2 - 1,812; CDD4 - 1,688; CDD5 - 962 and CDD6 - 443.

(E) Powers and Duties of the BOARD. The BOARD shall act as the governing body of the IDA and shall have the following powers and duties:

(1) To fix the time and place or places at which its regular meeting shall be held, and to call and hold special meetings and workshops.

(2) To take such actions as are necessary for the governance and management of the affairs of the IDA, for the execution of the powers vested in the IDA, and for carrying into effect the provisions of this AGREEMENT, including the authority to adopt such rules, regulations, resolutions and orders not inconsistent with the Constitution of the United States, or of the State, or to the provisions of Chapter 190 and Section 163.01, Florida Statutes, or this AGREEMENT.

(3) To create any and all necessary offices in addition to the offices of Chair and Vice Chair, including, but not limited to, the offices of Secretary and Treasurer.

(4) To establish the powers, duties and compensation of all employees.

(5) To appoint a EXECUTIVE DIRECTOR, who shall administer the affairs and manage the staff of the IDA with BOARD approval, and perform other administrative duties as directed by the BOARD.

(6) To appoint an IDA COUNSEL (the IDA COUNSEL shall not be the same person or entity representing any of the MEMBER DISTRICTS) to act as the chief legal officer of the IDA, manage the IDA's legal representation and employ necessary legal staff with BOARD approval, provide legal advice and support to the BOARD, EXECUTIVE DIRECTOR and IDA staff, and perform such other duties as directed by the BOARD.

5. IDA COST ALLOCATIONS.

(A) Allocation of IDA Costs. The general costs for the services provided by the IDA to all of the MEMBER DISTRICTS shall be allocated pro rata amongst MEMBER DISTRICTS based upon each MEMBER DISTRICT's pro rata share of the total number of EDUs within all of the MEMBER DISTRICTS. No later than January 31st of each year, the District Manager for each MEMBER DISTRICT shall certify to the EXECUTIVE DIRECTOR the number of EDUs that exist as of such date within that MEMBER DISTRICT. Based upon such certifications, the BOARD shall adopt updated EDU and pro rata share calculations no later than February 15th of each year, which updated figures shall serve as the basis for cost allocations for the ensuing Fiscal Year.

(B) Allocation of Costs of Additional IDA Services. The costs of the IDA in providing additional services to, or acting as purchasing or contract agent for, any or all of the MEMBER DISTRICTS, as referenced in Section 3.(C) herein, shall be allocated pro rata amongst the MEMBER DISTRICTS participating in such purchase, contract or additional services, based upon the EDU figures of the participating MEMBER DISTRICTS, unless a different method of allocation is agreed to by a resolution of each of the participating MEMBER DISTRICTS.

6. IDA MANAGEMENT OF MEMBER DISTRICTS.

(A) The IDA is specifically authorized in Section 3.(C)(3) herein to serve as District Manager for any of the MEMBER DISTRICTS electing to receive such services.

(B) The costs of the IDA providing District Manager services to the MEMBER DISTRICTS shall be paid by the MEMBER DISTRICTS to the IDA in advance on the first day of each month, and shall be based upon the adopted budget of each MEMBER DISTRICT for

each Fiscal Year, which shall be developed using the pro rata allocations of the MEMBER DISTRICTS electing to receive such services, as described in Section 5.(A) herein.

(C) Any sums not paid after thirty (30) days written notice that such amounts are past due shall bear interest at eighteen percent (18%) per annum.

7. TOWN HALL LEASE AND OWNERSHIP.

(A) Each of the MEMBER DISTRICTS has entered into the LEASE.

(B) Each of the MEMBER DISTRICTS agree and covenant to budget appropriate sufficient funds to pay rental payments required by the LEASE in each ensuing Fiscal Year during which the LEASE is in effect.

(C) The budget adopted by the IDA, pursuant to Section 8 herein, shall be the basis for each MEMBER DISTRICT to determine the annual payment due pursuant to the LEASE. The payment due from each respective MEMBER DISTRICT under the LEASE shall be allocated in accordance with Section 5.(A) herein.

(D) Failure by any MEMBER DISTRICT, in any Fiscal Year, to remit the payment due pursuant to the LEASE, shall cause said MEMBER DISTRICT and all of its residents to lose any and all rights to residency based privileges for the use of TOWN HALL and TOWN HALL PREMISES until such time as the MEMBER DISTRICT remits all payments in arrears under the LEASE, plus interest calculated at a rate of eighteen percent (18%) per annum. This shall be in addition to any remedies provided under the LEASE and applicable law.

(E) Within ninety (90) days of the date that all financing costs for the construction of TOWN HALL have been satisfied, DISTRICT 2 shall convey the TOWN HALL and TOWN HALL PREMISES in fee simple to the IDA. However, if the transfer of ownership of the TOWN HALL and TOWN HALL PREMISES would cause the TOWN HALL and TOWN HALL PREMISES to become disqualified for the Government Property Tax Exemption

provided under Florida law, then the TOWN HALL and TOWN HALL PREMISES will not be conveyed to the IDA unless such conveyance is approved by a subsequent vote of the BOARD.

8. IDA BUDGET.

(A) Prior to March 31 of each year, the EXECUTIVE DIRECTOR shall prepare and deliver to the BOARD a balanced tentative budget for the IDA, covering its proposed operating and other financial requirements for the IDA for the ensuing Fiscal Year.

(B) The BOARD shall provide copies of the tentative budget to each MEMBER DISTRICT by April 3 of each year. The BOARD shall also provide a notice to each of the MEMBER DISTRICTS identifying the time, date and place at which the BOARD will consider adoption of the final budget.

(C) Unless otherwise authorized by the BOARD, the final budget shall be adopted by August 1.

(D) The adopted budget shall be the operating and fiscal guide for the IDA for the ensuing Fiscal Year.

9. GENERAL PROVISIONS.

(A) Filing. A copy of this AGREEMENT shall be filed for record with the Clerk of the Circuit Court in Manatee County, and also in the permanent record book of each of the MEMBER DISTRICTS.

(B) Term of Agreement. This AGREEMENT shall become effective upon the approval of the AGREEMENT by the Board of Supervisors of each of the MEMBER DISTRICTS, and unless terminated earlier, pursuant to Section 9.(C) herein, expire on the twentieth (20th) anniversary of the commencement date hereof, unless the parties hereto elect, by amendment, to extend the term of this AGREEMENT.

(C) Termination of the Agreement or Withdrawal of a District. This AGREEMENT may be terminated by unanimous agreement of all of the MEMBER DISTRICTS. Termination shall be effective only upon receipt of termination notices from all MEMBER DISTRICTS, documenting that the AGREEMENT is to be terminated by unanimous consent. Upon a determination by each MEMBER DISTRICT that the AGREEMENT be terminated, the TOWN HALL and TOWN HALL PREMISES shall be disposed of in accordance with Florida law. Net proceeds from the disposal of the TOWN HALL and TOWN HALL PREMISES shall be applied first to any outstanding financial obligations incurred by DISTRICT 2 for the financing of the TOWN HALL construction. If the net proceeds exceed the outstanding financial obligations incurred for the financing of the TOWN HALL construction, the IDA shall tender to each MEMBER DISTRICT its respective TERMINATION FUNDING SHARE of the excess.

Any MEMBER DISTRICT proposing to withdraw from the AGREEMENT shall provide notice to the other MEMBER DISTRICTS by a date at least two (2) full Fiscal Years in advance of the proposed date of withdrawal. (For example, if a MEMBER DISTRICT was to consider withdrawing effective Fiscal Year 2015 – 2016, notice would be required to be given by October 1, 2013.) If the withdrawing MEMBER DISTRICT wishes to withdraw immediately, the withdrawing MEMBER DISTRICT shall pay to the IDA two (2) times the amount of budgeted costs allocated to the withdrawing MEMBER DISTRICT in the most recently adopted budget by the IDA. Additionally, the withdrawing MEMBER DISTRICT shall pay the allocated share of any debt, debt service or other obligations which extends more than two (2) years beyond the date of the notice. The withdrawing MEMBER DISTRICT may continue to participate as a MEMBER DISTRICT for the remaining two (2) year period and if so, the withdrawing MEMBER DISTRICT shall continue to participate and pay costs as budgeted and allocated to the DISTRICT during the period. Additionally, prior to the expiration of the two (2) year period,

the withdrawing MEMBER DISTRICT shall pay the allocated share of any debt, debt service or other obligations which extend beyond the date of withdrawal. For any MEMBER DISTRICT withdrawing from this AGREEMENT, this language will supercede any contrary provisions in other Agreements between the parties.

(D) Indemnification. To the full extent permitted by law, the IDA shall indemnify each DIRECTOR against and from any and all claims, costs, charges and expenses (including without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed in connection with his or her service as a DIRECTOR, if such person acted in good faith and in a manner reasonable believed to be in, or not opposed to, the best interest of the IDA and with respect to any criminal action or proceedings, had no reasonable cause to believe such conduct was unlawful. The termination of any proceedings by judgment, order, settlement, or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interest of the IDA, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

To the extent insurance or other funds are or will become available, the IDA agrees to save harmless and assume the defense of and indemnify the MEMBER DISTRICTS and their officers, employees, contractors, attorneys and consultants against and from any and all claims, costs, charges and expenses (including without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed against the MEMBER DISTRICTS and their officers, employees, contractors, attorneys, and consultants by reason of any of the following occurring during the term of this AGREEMENT:

(1) Any negligent or tortious act, error or omission of the IDA or any of its officers, employees, contractors, attorneys or consultants in the construction, expansion

replacement, operation, and/or maintenance of TOWN HALL and TOWN HALL PREMISES;
and

(2) Any failure by the IDA or any of its officers, employees, attorneys consultants or contractors, to perform its obligations under this AGREEMENT or any negligent tortious act, error or omission of the IDA, its officers, employees, contractors, attorneys or consultants.

The IDA shall, in good faith, attempt to obtain insurance for the benefit of the IDA, its Board Members and staff as it determines appropriate to protect the interests of the IDA.

(E) Sovereign Immunity. The MEMBER DISTRICTS intend to avail themselves of the benefits of Sections 768.28 and 163.01(9)(c), Florida Statutes, and of other statutes and the common law governing sovereign immunity to the fullest extent possible. In accordance with Section 163.01(5)(o), Florida Statutes, therefore, the MEMBER DISTRICTS are not jointly liable for the torts of the officers or employees of the IDA, or any other tort attributable to the IDA , and that only the IDA shall be liable for torts attributable to it or for torts of its officers or employees, and then only to the extent of the waiver of sovereign immunity or limitation of liability specified in Section 768.28, Florida Statutes. The MEMBER DISTRICTS intend the IDA to have all of the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State of Florida. Nothing in this AGREEMENT is intended to inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

(F) Notice. All notices, demands, requests and other communications hereunder shall be deemed sufficient and properly given, if in writing and delivered in person to the following addresses or sent by certified or registered mail, postage prepaid with return receipt

requested, at such addresses; provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday or a day which United States mail is not delivered:

If to the IDA:	Lakewood Ranch Inter-District Authority 8175 Lakewood Ranch Blvd. Bradenton, FL 34202 Attn: Chair
Copy to the	Executive Director 8175 Lakewood Ranch Blvd. Bradenton, FL 34202
If to DISTRICT 1:	Lakewood Ranch Community Development District 1 8175 Lakewood Ranch Blvd. Bradenton, FL 34202 Attn: Chair
Copy to the	District Manager 8175 Lakewood Ranch Blvd. Bradenton, FL 34202
If to DISTRICT 2:	Lakewood Ranch Community Development District 2 8175 Lakewood Ranch Blvd. Bradenton, FL 34202 Attn: Chair
Copy to the	District Manager 8175 Lakewood Ranch Blvd. Bradenton, FL 34202
If to DISTRICT 4:	Lakewood Ranch Community Development District 4 8175 Lakewood Ranch Blvd. Bradenton, FL 34202 Attn: Chair
Copy to the	District Manager 8175 Lakewood Ranch Blvd. Bradenton, FL 34202

If to DISTRICT 5: Lakewood Ranch Community Development
District 5
8175 Lakewood Ranch Blvd.
Bradenton, FL 34202
Attn: Chair

Copy to the District Manager
8175 Lakewood Ranch Blvd.
Bradenton, FL 34202

If to DISTRICT 6: Lakewood Ranch Community Development
District 6
8175 Lakewood Ranch Blvd.
Bradenton, FL 34202
Attn: Chair

Copy to the District Manager
8175 Lakewood Ranch Blvd.
Bradenton, FL 34202

Any party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notices hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

(G) Entire Agreement. This AGREEMENT constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supercedes the 2002 Town Hall Interlocal Agreement and the 2006 Interlocal Agreement.

(H) Amendment and Waiver. No amendment, supplement, modification or waiver of this AGREEMENT, including, but not limited to, the admission of additional MEMBER DISTRICTS or the withdrawal of any MEMBER DISTRICT, shall be binding unless executed in writing by all parties hereto. No waiver of any of the provisions of this AGREEMENT shall be deemed or shall constitute a waiver of any other provision of this AGREEMENT, whether or not similar, unless otherwise expressly provided. Each such amendment, supplement, modification

or waiver of this AGREEMENT shall be filed with the Clerk of the Circuit Court in Manatee County.

(I) Binding Effect. This AGREEMENT shall be binding upon the parties, their respective successors and assigns and shall inure to the benefit of the parties, their respective successors and assigns.

(J) Severability. In the event any provision of this AGREEMENT shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(K) Execution in Counterparts. This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute by one and the same instrument.

(L) Applicable Law. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida.

(M) Dispute Resolution. In the event the parties to this AGREEMENT cannot resolve a difference with regard to any matter arising herefrom, the disputed matter will be referred to court-ordered mediation under Chapter 44.102 F.S. (2010), as amended. If no agreement is reached, any party may file a civil action in the circuit court in and for Manatee County, subject to the expedited trial provisions of Chapter 45.075 F.S. (2010), as amended.

IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT on the date written above.

ATTEST:

LAKEWOOD RANCH COMMUNITY
DEVELOPMENT DISTRICT 1

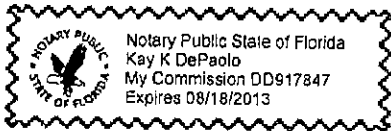
By: Bob Jewandz
Ass't. Secretary

By: Jean Stewart
Jean Stewart, Vice Chair

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me on this 15 day of November, 2010, by Jean Stewart, as Vice Chair of Lakewood Ranch Community Development District 1, a community development district, on behalf of the district. She is: personally known to me; or has produced _____ as identification.

SWORN to and subscribed before me this 15 day of November, 2010.

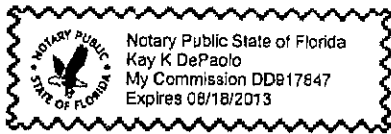


Kay K. DePaolo
Signature of Notary Public
Kay K. DePaolo
Printed Name of Notary Public

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me on this 15 day of November, 2010, by Bob Fernandez, Asst. as Secretary of Lakewood Ranch Community Development District 1, a community development district, on behalf of the district. (S)he is: personally known to me; or has produced _____ as identification.

SWORN to and subscribed before me this 15 day of November, 2010.



Kay K. DePaolo
Signature of Notary Public
Kay K. DePaolo
Printed Name of Notary Public

ATTEST:

LAKWOOD RANCH COMMUNITY
DEVELOPMENT DISTRICT 2

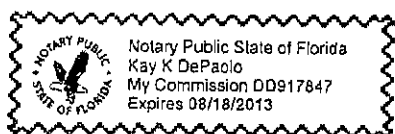
By: Bob Fernandez
Bob Fernandez, Asst Secretary

By: Robert Stepleman
Robert Stepleman, Chair

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me on this 16 day of November, 2010, by Robert Stepleman, as Chair of Lakewood Ranch Community Development District 2, a community development district, on behalf of the district. He is: () personally known to me; or () ~~has~~ produced _____ as identification.

SWORN to and subscribed before me this 16 day of November, 2010.

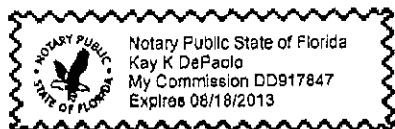


Kay K. DePaolo
Signature of Notary Public
Kay K. DePaolo
Printed Name of Notary Public

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me on this 16 day of November, 2010, by Bob Fernandez, Asst. Secretary of Lakewood Ranch Community Development District 2, a community development district, on behalf of the district. (S)he is: () personally known to me; or () ~~has~~ produced _____ as identification.

SWORN to and subscribed before me this 16 day of November, 2010.



Kay K. DePaolo
Signature of Notary Public
Kay K. DePaolo
Printed Name of Notary Public

ATTEST:

LAKWOOD RANCH COMMUNITY
DEVELOPMENT DISTRICT 4

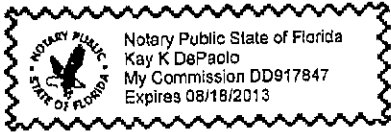
By: Bob Fernandez
Bob Fernandez, Asst. Secretary

By: [Signature]
Michael Griffin, Chair

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me on this 17 day of November, 2010, by Michael Griffin, as Chair of Lakewood Ranch Community Development District 4, a community development district, on behalf of the district. He is: personally known to me; or has produced _____ as identification.

SWORN to and subscribed before me this 17 day of November, 2010.

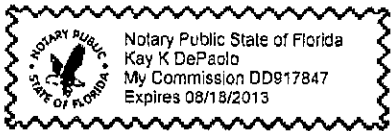


Kay K. DePaolo
Signature of Notary Public
Kay K. DePaolo
Printed Name of Notary Public

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me on this 17 day of November, 2010, by Bob Fernandez, Asst. as Secretary of Lakewood Ranch Community Development District 4, a community development district, on behalf of the district. (S)he is: personally known to me; or has produced _____ as identification.

SWORN to and subscribed before me this 17 day of November, 2010.



Kay K. DePaolo
Signature of Notary Public
Kay K. DePaolo
Printed Name of Notary Public

ATTEST:

LAKWOOD RANCH COMMUNITY
DEVELOPMENT DISTRICT 5

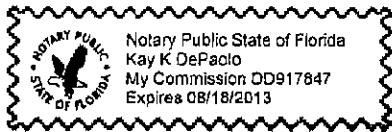
By: Bob Fernandez
Bob Fernandez, Asst. Secretary

By: David L. Brucker
David Brucker, Chair

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me on this 15 day of November, 2010, by David Brucker, as Chair of Lakewood Ranch Community Development District 5, a community development district, on behalf of the district. He is: personally known to me; or has produced _____ as identification.

SWORN to and subscribed before me this 15 day of November, 2010.

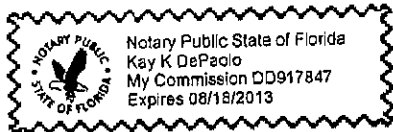


Kay K. DePaolo
Signature of Notary Public
Kay K. DePaolo
Printed Name of Notary Public

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me on this 15 day of November, 2010, by Bob Fernandez, as ^{Asst.} Secretary of Lakewood Ranch Community Development District 5, a community development district, on behalf of the district. he is: personally known to me; or has produced _____ as identification.

SWORN to and subscribed before me this 15 day of November, 2010.



Kay K. DePaolo
Signature of Notary Public
Kay K. DePaolo
Printed Name of Notary Public

ATTEST:

LAKWOOD RANCH COMMUNITY
DEVELOPMENT DISTRICT 6

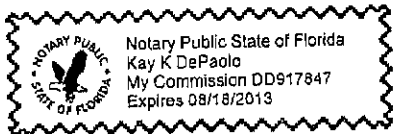
By: Karen Byrnes
Karen Byrnes Asst. Secretary

By: [Signature]
Chair

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me on this 15 day of November, 2010, by Dale Weidemiller, as Chair of Lakewood Ranch Community Development District 6, a community development district, on behalf of the district. (S)he is: () personally known to me; or () has produced _____ as identification.

SWORN to and subscribed before me this 15 day of November, 2010.

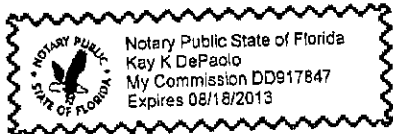


Kay K. DePaolo
Signature of Notary Public
Kay K. DePaolo
Printed Name of Notary Public

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me on this 15 day of November, 2010, by Karen Byrnes, Asst. Sec Secretary of Lakewood Ranch Community Development District 6, a community development district, on behalf of the district. (S)he is: () personally known to me; or () has produced _____ as identification.

SWORN to and subscribed before me this 15 day of November, 2010.



Kay K. DePaolo
Signature of Notary Public
Kay K. DePaolo
Printed Name of Notary Public



STATE OF FLORIDA, COUNTY OF MANATEE
This is to certify that the foregoing is a true and correct copy of the documents on file in my office.
 This copy has no redactions
 This copy may have been redacted pursuant to law
Witness my hand and official seal this 15th day of November, 2010
R.B. "CHIPS" SHORE
Clerk of Circuit Court
By R. Barry D.C.