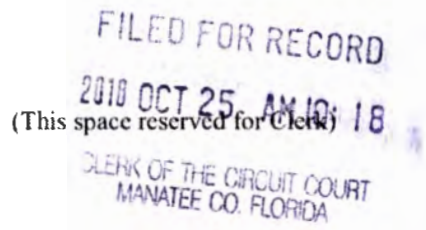




11/27/2018

This instrument was prepared by and  
upon recording should be returned to:

HOPPING GREEN & SAMS, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301



**INTERLOCAL AGREEMENT REGARDING ARTISAN LAKES PARKWAY AND  
CERTAIN EAVES BEND INFRASTRUCTURE**

**THIS INTERLOCAL AGREEMENT REGARDING ARTISAN LAKES PARKWAY AND  
CERTAIN EAVES BEND INFRASTRUCTURE ("Agreement")** is made and entered into, by and  
between the following parties, and to be effective upon filing with the Clerk of the Circuit Court for  
Manatee County, Florida:

**ARTISAN LAKES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of  
special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being  
situated in Manatee County, Florida, and whose mailing address is c/o JPWard &  
Associates LLC, 2900 NE 12<sup>th</sup> Terrace, Suite 1, Oakland Park, Florida 33334  
("ALCDD"); and

**ARTISAN LAKES EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit  
of special-purpose government established pursuant to Chapter 190, *Florida Statutes*,  
being situated in Manatee County, Florida, and whose mailing address is c/o JPWard &  
Associates LLC, 2900 NE 12<sup>th</sup> Terrace, Suite 1, Oakland Park, Florida 33334  
("ALECDD," together with ALCDD, the "Districts").

**RECITALS**

**WHEREAS**, the ALCDD was originally established pursuant to Chapter 190, *Florida Statutes*  
("Act") and by Ordinance No. 07-64, adopted by the Board of County Commissioners for Manatee  
County, Florida, for the purposes of planning, financing, constructing, operating and/or maintaining  
certain infrastructure; and

**WHEREAS**, the ALCDD originally consisted of approximately 854 acres of land; and

**WHEREAS**, on August 21, 2018, the Board of County Commissioners adopted Ordinances 18-  
30 and 18-31, which became effective on August 28, 2018, and which simultaneously removed  
approximately 439 acres of land from ALCDD's boundaries ("**Boundary Amendment**"), and established  
ALECDD on those same removed lands; and

**WHEREAS**, pursuant to Chapter 190, *Florida Statutes*, both Districts are empowered to finance  
and maintain roads and related improvements such as street lights, landscaping, hardscaping, utilities and  
related improvements; and

**WHEREAS**, both Districts share a common public roadway known as "Artisan Lakes Parkway"  
("Parkway"), a portion of which is complete and a portion of which remains to be constructed; and

**WHEREAS**, as described in ALCDD's 2018 Supplement to Report of the District Engineer Phase I Capital Improvement Plan dated August, 2018, and ALECDD's Report of District Engineer, dated August 2018 (collectively, "**Engineers Reports**"), the construction and/or acquisition of the Parkway is within both Districts' capital improvement plans, and the District Engineer for each District has represented that ALCDD and ALECDD each benefit 45% and 55%, respectively, from the Parkway; and

**WHEREAS**, the District Engineer for each District has determined that the construction, acquisition and maintenance of the Parkway by both Districts will enhance the value of, and benefit, properties within the Districts' respective boundaries and as set forth in the Engineers Reports has determined that the cost of the Parkway should be allocated 45% to ALCDD and 55% to ALECDD for the reasons set forth in the Engineers Reports; and

**WHEREAS**, the parties recognize that the development of the residential projects within each District requires the payment of certain transportation impact fees, which fees each District could have financed as part of its improvement plan under Chapter 190, *Florida Statutes*; and

**WHEREAS**, pursuant to Credit Authorization #CA-15-04 (T)(A), the County has recognized that impact fee credits ("**Credits**") are available to pay such transportation impact fees in the amount of \$621,574 for the construction of the Parkway from Moccasin Wallow Road to Cobble Park Place, and it is anticipated that Credits will be available from the construction of future phases of the Parkway; and

**WHEREAS**, further, and prior to the Boundary Amendment, ALCDD entered into that certain *Supplemental Purchase & Sale Agreement* dated June 7, 2018 ("**Purchase & Sale Agreement**") whereby ALCDD agreed to acquire from Taylor Woodrow Communities at Artisan Lakes, LLC ("**Developer**") certain roadway and utilities infrastructure that was part of ALCDD's original capital improvement plan; and

**WHEREAS**, specifically under the Purchase & Sale Agreement, ALCDD agreed to acquire certain Parkway infrastructure as well as additional roads and utilities within ALECDD and identified on the plat known as Artisan Lakes Eaves Bend, Phase 1, Subphases A-K, and recorded at Instrument #201741106172, Plat Book 62, Page 56, of the Public Records of Manatee County, Florida (together, "**Eaves Bend Infrastructure**"); and

**WHEREAS**, because the Eaves Bend Infrastructure directly benefits the lands within ALECDD, the Purchase & Sale Agreement recognizes that ALCDD would enter into this Agreement to assign ALCDD's rights and obligations, including any payment obligation, under the Purchase & Sale Agreement to ALECDD upon establishment; and

**WHEREAS**, the Districts are empowered by section 190.012(1)(g), *Florida Statutes*, and section 163.01, *Florida Statutes*, to enter into interlocal agreements with each other; and

**WHEREAS**, the Districts now desire to enter into this Agreement to provide for the construction and/or acquisition of the Parkway, to address any related impact fee credits related thereto, to address the maintenance of the Parkway on a going forward basis, and to assign ALCDD's rights and obligations under the Purchase & Sale Agreement to ALECDD;

**NOW THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Districts, the Districts agree as follows:

1. **CONSTRUCTION COST SHARE.** The Districts agree to share the cost of the construction and/or acquisition of Artisan Lakes Parkway, including (i) all roadway improvements such as the road bed, paving, curb, gutter, and storm piping, (ii) all appurtenant vertical improvements such as landscaping, irrigation, hardscaping and street lights ("**Vertical Parkway Improvements**"), (iii) all water and wastewater utilities beneath the Parkway, and (iv) all related professional design and construction administration fees (together, "**Parkway Improvements**"), with ALCDD being responsible for 45% of such costs and ALECDD being responsible for 55% of such costs.

The Districts' Engineer has represented that the estimated cost of the Parkway Improvements is **\$14,890,000** ("**Estimated Parkway Improvements Cost**"). Of the Estimated Parkway Improvements Cost, ALCDD is responsible for no more than **\$6,700,500** ("**ALCDD Maximum Parkway Obligation**"). Accordingly, of the Estimated Parkway Improvements, ALECDD is responsible for no more than **\$8,189,500** ("**ALECDD Maximum Parkway Obligation**").

ALCDD has already financed certain costs of its share of the Parkway Improvements, and each District may hereafter finance the costs of its respective share of the Parkway Improvements by the issuance of capital improvement revenue bonds or other similar financing means secured by special assessments levied within each District's respective boundaries, or alternatively, may have the costs paid for pursuant to the "**Developer Parkway Agreement**," which agreement shall be in the form attached hereto as **Exhibit I**. Under the Developer Parkway Agreement, if the actual cost of the Parkway Improvements exceeds the Estimated Parkway Improvements Cost, the Developer shall be responsible for the excess. If the actual cost of the Parkway Improvements is less than the Estimated Parkway Improvements Cost, then the ALCDD Maximum Parkway Obligation and ALECDD Maximum Parkway Obligation shall be reduced on a pro-rata basis; provided however that any overpayment by either ALCDD or ALECDD as a result of such a reduction shall not entitle the overpaying district to recoup monies from the other district or otherwise have any recourse or remedy of any kind.

2. **IMPACT FEE CREDITS.** ALCDD and ALECDD recognize and agree that Credits have been made and may be made available from Manatee County for the construction and/or acquisition of the Parkway. As such, to the extent such Credits have been and become available, as applicable, the Developer and homebuilders have been and shall be eligible, as applicable, to obtain such Credits for use in paying transportation impact fees owed in connection with obtaining Certificates of Occupancies for lots within the two Districts. The Districts shall enter into the Developer Parkway Agreement in the form attached hereto as **Exhibit I**, establishing certain matters with respect to Credits previously arising and parameters on the use of any future Credits which in each case evidence that any Credits have been and will be used solely to pay transportation impact fees within the two communities (and not for other projects), except as provided in the Developer Parkway Agreement; the parties will work cooperatively to ensure that any Credits have been made and are made available on a first-come, first-served basis for use within the two Districts; and that the Developer has ensured and shall ensure that the cost of transportation impact fees is not passed on to homebuilders or end users within the two Districts to the extent such costs would otherwise be offset by the Credits.

3. **MAINTENANCE COST SHARE.** ALCDD and ALECDD shall enter into an agreement with Artisan Lakes Master Association, Inc. ("**Master HOA**") whereby the Master HOA shall be responsible at its own cost for the operation and maintenance of all Vertical Parkway Improvements pursuant to an applicable County right-of-way permit or other approval. In the event that an agreement cannot be reached with the Master HOA or such an agreement is terminated, then ALCDD and ALECDD shall enter into a maintenance cost share agreement on terms mutually agreeable to both parties where the cost for the operation and maintenance of all Vertical Parkway Improvements shall be shared on a 45% to 55% basis, respectively.

4. **ASSIGNMENT OF PURCHASE & SALE AGREEMENT.** ALECDD hereby assumes, and ALCDD hereby assigns, ALCDD's rights and obligations under the Purchase & Sale Agreement, including but not limited to any obligation to pay the Purchase Price (as defined in the Purchase & Sale Agreement) for actual conveyances made under the Purchase & Sale Agreement with respect to the Eaves Bend Infrastructure. Such Purchase Price shall be payable solely from the proceeds of the ALECDD's tax-exempt bonds ("**ALECDD Bonds**"), if any are issued, secured by revenues derived by the ALECDD from its levy of non-ad valorem special assessments on developable and assessable properties within its boundaries. ALECDD shall in good faith pursue the issuance of the ALECDD Bonds to finance payment of the Purchase Price, and has and shall include the Eaves Bend Infrastructure in ALECDD's capital improvement plan. In the event that the ALECDD issues ALECDD Bonds and has bond proceeds available to pay for any portion of the Purchase Price, and subject to the terms of the applicable documents relating to the ALECDD Bonds and the Purchase & Sale Agreement, then ALECDD shall promptly make payment for any such portion of the Purchase Price; provided, however, that in the event ALECDD's bond counsel determines that any such acquisitions under the Purchase & Sale Agreement are not properly compensable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, ALECDD shall not be obligated to make payment for such acquisitions. There is no assurance that ALECDD will issue such ALECDD Bonds, regardless of its execution of this Interlocal Agreement, or pay the Purchase Price.

5. **CONTROLLING LAW.** This Agreement shall be construed and governed in accordance with the laws of the State of Florida. Venue shall be in Manatee County, Florida.

6. **SEVERABILITY.** In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

7. **AMENDMENT.** This agreement shall not be modified or amended except by written agreement duly executed by the parties hereto.

8. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding between the Districts related to reciprocal usage rights.

9. **NO THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the parties herein and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

10. **NO WAIVER OF IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the Districts, including their supervisors, officers, agents and employees, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other statute, and nothing in this Agreement shall 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.

11. **INTERPRETATION.** This Agreement has been negotiated fully between the parties as an arms length transaction. Both Districts participated fully in the preparation of this Agreement. In the

case of a dispute concerning the interpretation of any provision of this Agreement, both Districts are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.

12. **NOTICE.** Each District shall furnish to the other such notice, as may be required from time to time, pursuant to the administration of this Agreement, in writing, posted in the U.S. mail or by overnight delivery service and addressed to the address first written above (or to any subsequent address provided by either party).

13. **FILING.** Pursuant to Section 163.01(11), Florida Statutes, and prior to its effectiveness, this Interlocal Agreement and subsequent amendments thereto shall be filed with the clerk of the circuit court Manatee County, Florida.


14. **COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**IN WITNESS WHEREOF** the parties have hereunto set their hands to that certain *Interlocal Agreement Regarding Artisan Lakes Parkway and Certain Eaves Bend Improvements*.

**ATTEST:**  
  
James P. Ward, Secretary

**ARTISAN LAKES  
COMMUNITY DEVELOPMENT DISTRICT**  
  
Michael Bachman, Chairman

**ATTEST:**  
  
James P. Ward, Secretary

**ARTISAN LAKES EAST  
COMMUNITY DEVELOPMENT DISTRICT**  
  
Michael Bachman, Chairman

**Exhibit I:** Developer Parkway Agreement



**DEVELOPER PARKWAY AGREEMENT**

**THIS DEVELOPER PARKWAY AGREEMENT (“Contract”)** is made and entered into, by and between:

**ARTISAN LAKES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Manatee County, Florida (“**ALCDD**”), and

**ARTISAN LAKES EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Manatee County, Florida (“**ALECDD**,” together with ALCDD, “**Districts**”), and

**TAYLOR WOODROW COMMUNITIES AT ARTISAN LAKES, L.L.C.**, a Florida limited liability company and a landowner in the Districts (“**Developer**”).

**RECITALS**

**WHEREAS**, pursuant to Chapter 190, *Florida Statutes*, both ALCDD and ALECDD are empowered to finance and maintain roads and related improvements such as street lights, landscaping, hardscaping, utilities and related improvements: and

**WHEREAS**, both Districts share a common public roadway known as “Artisan Lakes Parkway” (“**Parkway**”), a portion of which is complete and a portion of which remains to be constructed; and

**WHEREAS**, pursuant to that “Interlocal Agreement Regarding Artisan Lakes Parkway and Certain Eaves Bend Improvements” (“**Interlocal Agreement**”), ALCDD and ALECDD have agreed, for the reasons set forth in the Interlocal Agreement, to share the costs of the construction of the Parkway Improvements (defined in the Interlocal Agreement) on a 45% / 55% cost-sharing basis, respectively: and

**WHEREAS**, the parties recognize that the development of the residential projects within each District requires the payment of certain transportation impact fees, which fees each District could have financed as part of its improvement plan under Chapter 190, *Florida Statutes*; and

**WHEREAS**, pursuant to Credit Authorization #CA-15-04 (T)(A), the County has recognized that impact fee credits (“**Credits**”) are available to offset such impact fees in the amount of \$621,574 for the construction of the Parkway from Moccasin Wallow Road to Cobble Park Place, and it is anticipated that Credits will be available from the construction of future phases of the Parkway; and

**WHEREAS**, as part of the Interlocal Agreement, the Districts agreed to enter into this Agreement with the Developer to provide that if the costs of constructing the Parkway Improvements exceed the Estimated Parkway Improvements Cost (as defined in the Interlocal Agreement), then the Developer would be responsible for the excess; and

**WHEREAS**, the Interlocal Agreement further provides that the Districts and the Developer would agree to enter into this Agreement to establish certain matters with respect to Credits previously arising and parameters on the use of any future Credits in order to evidence that that any Credits have been and will be used solely to pay transportation impact fees within the two communities (and not for other projects), except as provided for herein; the parties will work cooperatively to ensure that any existing and future Credits have been made or are made available on a first-come, first-served basis for

use within the two Districts; and that the Developer has ensured and shall ensure that the cost of transportation impact fees is not passed on to homebuilders or end users within the two Districts to the extent such costs would otherwise be offset by the Credits; and

**WHEREAS**, the Districts and the Developer now desire to enter into this Agreement to address the completion of the Parkway Improvements and the administration of the Credits, as set forth herein:

**NOW, THEREFORE**, it is agreed by the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each being legally advised in the premises and intending to be legally bound hereby, as follows:

1. **RECITALS.** The foregoing recitals are true and correct statements and are incorporated herein by this reference.

2. **COMPLETION OBLIGATION.** In connection with the construction of the Parkway Improvements, the Developer agrees that the Districts shall not be responsible for more than the Estimated Parkway Improvements Cost (as defined in the Interlocal Agreement) and on the 45% / 55% cost-sharing basis described in the Interlocal Agreement. Therefore, the Developer hereby agrees to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the Parkway Improvements which remain unfunded above and beyond the Estimated Parkway Improvements Cost including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs ("**Remaining Improvements**") whether pursuant to existing contracts, including change orders thereto, or future contracts. When all or any portion of the Remaining Improvements are the subject of an existing District contract, the Developer shall provide funds or cause funds to be provided directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto. Unless a Developer representative is among the Board of Supervisors, the District shall notify the Developer prior to entering into any such contracts. When any portion of the Remaining Improvements is not the subject of an existing District contract, the Developer may choose to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements. The parties recognize that the Districts may issue bonds to fund their respective capital improvements plans and that such bonds may be in amounts less than the Estimated Parkway Improvements Cost. In that case, the parties anticipate that they would enter into separate completion agreements with the Developer for any unfunded Parkway costs, subject to the terms of the Interlocal Agreement and this Agreement.

3. **IMPACT FEE CREDITS.** With respect to the Credits, the following provisions apply:

(a) The parties hereto agree that to the extent such Credits have been and become available, as applicable, the Developer and homebuilders have been and shall be eligible, as applicable, to obtain such Credits for use in paying transportation impact fees owed in connection with obtaining Certificates of Occupancies for lots within the two Districts. The Developer represents and covenants that Credits have been and will be used solely to pay transportation impact fees within the two communities in the Districts (and not for other projects), except as provided for herein. The Developer represents that all Credits arising prior to the date hereof have been made available on a first-come, first-served basis, at no charge, to pay transportation impact fees on lots within the two Districts. The parties shall work cooperatively to ensure that all future Credits are available on a first-come, first-served basis, at no charge, to pay transportation impact fees on lots within the two Districts. The Developer shall ensure that the cost of transportation impact fees is not passed on to homebuilders or end-users, and represents that such cost has not previously been passed on to homebuilders or end-users.



(b) In order to provide for the orderly distribution of Credits, the Developer hereby agrees to serve, without compensation, as the Districts' distribution agent for the distribution of all Credits. Consistent therewith, the Developer shall be entitled to file applications or other appropriate documentation from time to time with the County to obtain Credits, without any further action of the District.

(c) The Developer shall inform all homebuilders within the two Districts of the availability of such Credits for use in paying transportation impact fees on lots within the two Districts. In the event homebuilders seek to receive Credits, for use in paying transportation impact fees within the two Districts, the Developer shall take the actions necessary to cause such Credits to be made available to such builders, in all cases, on a first-come, first served basis, and shall otherwise take such action as is necessary to ensure that the cost of such fees are not passed on to the homebuilders or end-users. The Developer shall enter into agreements with all such homebuilders receiving Credits whereby the homebuilders agree to use any Credits solely to pay transportation impact fees on lots within the Districts. The foregoing applies to Credits arising prior to and after the date hereof.

(d) The Developer represents and warrants that it has not sold, transferred, conveyed, assigned, or subrogated any of the rights or claims relating to the Credits addressed in this Agreement, and hereby expressly waives all rights the Developer has or may have to do so.

(e) In the event that there are excess Credits that cannot be used to pay transportation impact fees for lots within the Districts, then the Developer may elect to keep such Credits for use on other projects, provided that the Developer contributes infrastructure to the District(s) holding such excess Credits in an amount sufficient to offset the value of such Credits, or alternatively, to allow the District(s) to keep such excess Credits for use in any manner permitted by law and consistent with the District's assessment proceedings and the percentage cost-sharing basis for the Parkway Improvements set forth in the Interlocal Agreement.

**4. DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance.

**5. NOTICES.** Whenever any notice, demand or request is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the address for each party set forth below:

(a) If to the Districts:

JPWard & Associates, LLC  
2900 Northeast 12<sup>th</sup> Terrace, Suite 1  
Oakland Park, Florida 33334

With a copy to:

Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

(b) If to the Developer:

Taylor Woodrow Communities at Artisan Lakes, LLC  
3922 Coconut Palm Drive, Suite 108  
Tampa, Florida 33619

All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; and those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier.

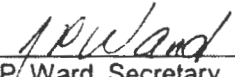
6. **ASSIGNMENT.** No party may assign its rights and obligations hereunder without the prior written consent of the other parties, which consent shall not be unreasonably withheld, conditioned or delayed.

7. **MISCELLANEOUS.** This Agreement shall be construed in accordance with and governed in all respects by the internal laws of the State of Florida. Neither this Agreement nor any term, covenant, or condition hereof may be modified or amended, except by written agreement signed by all parties. The headings of the paragraphs and subparagraphs hereof are for purposes of convenience only and shall in no way affect the construction. This Agreement, together with the applicable portions of the Interlocal Agreement, comprises the entire agreement among the parties hereto. No promises, covenants, representations, or warranties of any kind, other than those expressly set forth herein, have been made to induce any party to enter into this Agreement. This Agreement and all of the terms, covenants and conditions hereof and of the various instruments executed and delivered pursuant hereto shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors, and assigns. Notwithstanding any statutory or decisional law to the contrary, a facsimile transmittal or electronic transmittal of a "pdf" shall be deemed to be "written" and a "writing" for all purposes of this Agreement. Capitalized terms used in this Agreement shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include the other genders and the singular to include the plural. Failure by any party to complain of any action, non-action or breach of any other party shall not constitute a waiver of any aggrieved party's rights hereunder. Waiver by any party of any right arising from any breach of any other party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

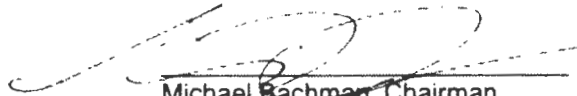
[Signatures on following page]

**IN WITNESS WHEREOF**, the parties have hereunto set their hands to that certain *Developer Parkway Agreement*.


**ATTEST:**

  
\_\_\_\_\_  
James P. Ward, Secretary

**ARTISAN LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

  
\_\_\_\_\_  
Michael Bachman, Chairman

**ATTEST:**

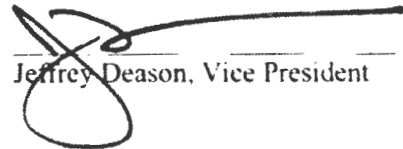
  
\_\_\_\_\_  
James P. Ward, Secretary

**ARTISAN LAKES EAST COMMUNITY  
DEVELOPMENT DISTRICT**

  
\_\_\_\_\_  
Michael Bachman, Chairman

**TAYLOR WOODROW COMMUNITIES AT  
ARTISAN LAKES, L.L.C.**, a Florida limited liability company

**BY: TAYLOR MORRISON OF FLORIDA, INC.**,  
a Florida corporation

  
\_\_\_\_\_  
Jeffrey Deason, Vice President