

AGREEMENT GOVERNING COMMUNICATION SERVICES
RELATING TO ENVIRONMENTAL RESOURCE PERMITS

This Agreement is made and entered into on this 19 day of August, 2010 by and among the following entities (individually, "Party," or, together, "Parties"):

CFM Community Development District, a local unit of special-purpose government that was established pursuant to Chapter 190, Florida Statutes and that provides public infrastructure improvements and services, including those relating to stormwater management facilities, to a community in northern Lee County known as Magnolia Landing ("CDD"); and

Magnolia Landing Master Association, Inc., a Florida not-for-profit corporation that also provides improvements and services to the Magnolia Landing community ("Magnolia Landing MA"); and

Hérons Glen Recreation District, a recreation district established pursuant to Chapter 418, Florida Statutes that provides public infrastructure improvements and services, including those relating to stormwater management facilities, to a community just north of Magnolia Landing known as Herons Glen ("Rec. District"); and

Hérons Glen Homeowners' Association, Inc., a Florida not-for-profit corporation that also provides improvements and services to the Herons Glen community ("Herons Glen HOA"); and

Windham/Magnolia Landing, L.L.C., a Michigan corporation authorized to do business in the state of Florida and the primary owner and developer of lands within the Magnolia Landing community ("Windham"); and

Taylor Woodrow Communities at Herons Glen, L.L.C., a Florida limited liability company and an owner and developer of lands within the Magnolia Landing and Herons Glen communities ("Taylor Woodrow").

RECITALS

WHEREAS, the South Florida Water Management District ("District") has issued certain environmental resource permits applicable to the stormwater management systems in Magnolia Landing and Herons Glen, as described in **Exhibit A** attached hereto; and

WHEREAS, the permits are intended to govern the water management systems that serve both Magnolia Landing and Herons Glen communities; and

WHEREAS, the District has requested that a single entity coordinate communication between the District and the Parties, the Permit Holders (as defined herein), and the residents of the Magnolia Landing and Herons Glen communities, relating to the permits; and

WHEREAS, the CDD has agreed to serve as the entity providing communication services relating to the Permits (as defined herein); and

WHEREAS, the Parties therefore desire to set forth their mutual understanding regarding the provision of communication services.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.
2. **Scope of Services.**
 - a. For purposes of this Agreement, the term “Permit Holder” refers to any of the applicants identified in **Exhibit A** who are Parties to this Agreement or who have executed a consent form as set forth in **Exhibit C**. Further, the term “Permit” refers to any of the permits identified in **Exhibit A** for which there is a responsible Permit Holder.
 - b. The CDD shall facilitate communication between the District and the Parties, the Permit Holders, and the residents within the Magnolia Landing and Herons Glen communities regarding the Permits. The CDD shall identify an individual (“CDD Contact”) to serve in that capacity and to receive and convey communications regarding the Permits.
 - c. Each Party shall request that the permit applicants that are located within the Party’s respective designated area as outlined in **Exhibit A** execute a consent form as set forth in **Exhibit C**, and that all Permit Holders and residents within the Party’s respective designated area as outlined in **Exhibit A** direct any communications regarding the Permits to an individual designated by the Party (“Party Contact”). Each Party Contact shall relay any communications from the Party, the Permit Holders, or residents that are within the Party’s respective designated area to the CDD Contact, who in turn shall convey any communications to the District.
 - d. In the event the District initiates proceedings against a Permit Holder for noncompliance with the Permit Holder’s respective Permit, then the CDD shall stop facilitating any further communication between the District and the Party, Permit Holder, or residents relating to the Permit until the proceedings are complete.
 - e. Each Permit Holder shall be responsible for ensuring compliance with its respective Permit, and nothing stated in this Agreement is intended in any way to

obligate the CDD to provide notice or otherwise comply with, or be responsible for, any of the requirements, conditions, or provisions of the Permits, including but not limited to any requirements, conditions, or provisions relating to notice.

- f. **Exhibit B** identifies the initial CDD Contact and Party Contacts, as defined herein and as may be amended from time to time. Notification of any change to the CDD Contact or Party Contacts must be provided to the District and the Parties pursuant to paragraph 9 of this Agreement.

3. **Compensation.** At the time of the execution of this Agreement, it was anticipated that the CDD's cost of providing the services described in this Agreement would be nominal. In the event that the CDD anticipates that the provision of services under this Agreement shall result in costs or expenses to the CDD, the CDD shall notify the Parties and invoice the Parties for their equal share of the costs and expenses.

4. **Waiver & Release / Indemnification.** The CDD shall not be liable for, and is hereby released and exculpated of all liability whatsoever, arising out of or in connection with the CDD's provision of services under this Agreement, and the sole recourse for a Party or Permit Holder against the CDD for any act or omission by the CDD or its supervisors, officers, staff, employees, and agents relating to this Agreement shall be to terminate this Agreement pursuant to the terms of paragraph 15. The Parties agree to indemnify, defend, and hold harmless the CDD and its supervisors, officers, staff, employees, and agents from any and all liability, claims, actions, suits or demands by the District, the Parties, Permit Holders, residents, or any other person, corporation, or other entity for injuries, death, property damage, regulatory or enforcement damages or penalties, or harm of any nature, arising out of, or in connection with, the CDD's provision of services under this Agreement, including regulatory or enforcement proceedings, litigation, or any appellate proceedings with respect thereto.

5. **Amendments.** Except as provided in paragraph 2(e), amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by all Parties hereto.

6. **Enforcement of Agreement.** In the event that any Party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for administrative proceedings, trial, alternative dispute resolution, or appellate proceedings.

7. **Agreement.** This instrument, together with the exhibits named herein, shall constitute the final and complete expression of this Agreement among the Parties relating to the subject matter of this Agreement.

8. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties. The Parties have complied with all the requirements of law. The Parties have full power and authority to comply with the terms and provisions of this instrument.

9. **Notices.** All notices required under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, and to the District (where expressly required by this Agreement), as follows:

- A. If to CDD:** CFM Community Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager
- With a copy to:** Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32310
Attn: Jere Earlywine, Esq.
- B. If to Herons Glen HOA:** Herons Glen Homeowners' Association, Inc.
2250 Avenida Del Vera Blvd.
North Fort Myers, FL 33917
Attn: Joyce Gillespie, Manager
- With a copy to:** Condo & HOA Law Group, LLC
2030 McGregor Blvd.
Fort Myers, Florida 33901
Attn: Richard DeBoest II, Esq.
- C. If to Rec. District:** Herons Glen Recreation District
2250 Avenida Del Vera Blvd.
North Fort Myers, FL 33917
Attn: Mark Bainbridge, General Manager
- With a copy to:** Knott Consoer, Ebelini, Hart & Swett, P.A.
1625 Hendry Street, Ste 301
Fort Myers, FL 33901
Attn: Thomas B. Hart
- D. If to Magnolia Landing MA:** Magnolia Landing Master Association
3501 Avenida Del Vera Blvd.
North Fort Myers, Florida 33917
Attn: Brian Wasser
- E. If to Taylor Woodrow:** Taylor Woodrow Communities at Herons Glen,
LLC
501 N. Cattleman Drive, Suite 100
Sarasota, Florida 34232
Attn: John Asher

With a copy to: Taylor Woodrow Communities at Herons Glen,
LLC
501 N. Cattleman Drive, Suite 100
Sarasota, Florida 34232
Attn: General Counsel

F. If to Windham: Windham/Magnolia Landing, L.L.C.
36400 Woodward Ave., Suite 205
Bloomfield Hills, Michigan 48304
Attn: Herb Lawson

With a copy to: Magnolia Landing Master Association
3501 Avenida Del Vera Blvd.
North Fort Myers, Florida 33917
Attn: Brian Wasser

G. If to the District: South Florida Water Management District
2301 McGregor Blvd.
Fort Myers, Florida 33901
Attn: Karen Adams

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for each Party may deliver Notice on behalf of that Party. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

10. **Arm's Length Transaction.** This Agreement has been negotiated fully among the Parties as an arm's length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any Party hereto.

11. **Third Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and Permit Holders and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties and Permit Holders any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to

the sole benefit of and shall be binding upon the Parties and their respective representatives, successors, and assigns, and the Permit Holders and their respective representatives, successors, and assigns.

12. **Assignment.** This Agreement may be assigned, in whole or in part, by any Party only upon the written consent of all Parties, which consent shall not be unreasonably withheld, and provided however that Windham and Taylor Morrison may assign their rights and obligations in full to other developer/landowner entities without such prior written consent. Any purported assignment without such written consent shall be void.

13. **Controlling Law.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

14. **Effective Date.** This Agreement shall be effective after its execution by all of the Parties, and as of the day first written above.

15. **Termination.** Any Party shall have the right to terminate this Agreement upon 30 days written notice to the Parties, provided however that the termination by one Party, other than the CDD, shall only terminate the Agreement as it relates to that Party, and the Agreement shall otherwise remain in full force and effect as among the remaining Parties. The CDD's withdrawal from this Agreement shall terminate the Agreement as it relates to all of the Parties.

16. **Public Records.** The Parties agree that all documents of any kind provided to the CDD, Rec. District, or the District in connection with this Agreement may be public records and will be treated as such in accordance with Florida law.

17. **Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

18. **Sovereign Immunity.** Nothing in this Agreement shall constitute or be construed as a waiver of the CDD's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

19. **Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

20. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but 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 thereof, this Agreement is executed to be effective as of the date first written above.

Attest:

CFM COMMUNITY DEVELOPMENT DISTRICT

Molly A. Syret
Assistant Secretary

By: _____
Its: CHAUDMAN
Date: 8-19-2010

Attest:

HERONS GLEN RECREATION DISTRICT

Assistant Secretary

By: _____
Its: _____
Date: _____

HERONS GLEN HOMEOWNERS' ASSOCIATION, INC.

Witness

By: _____
Its: _____
Date: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

In witness thereof, this Agreement is executed to be effective as of the date first written above.

Attest:

CFM COMMUNITY DEVELOPMENT DISTRICT

Assistant Secretary


By: _____
Its: _____
Date: _____

Attest:

HERONS GLEN RECREATION DISTRICT



Assistant Secretary Karen Mars


By: Conrad E. Weyer
Its: CHAIR
Date: _____

HERONS GLEN HOMEOWNERS' ASSOCIATION, INC.

Witness

By: _____
Its: _____
Date: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

In witness thereof, this Agreement is executed to be effective as of the date first written above.

Attest:

CFM COMMUNITY DEVELOPMENT DISTRICT

Assistant Secretary

By: _____
Its: _____
Date: _____

Attest:


HERONS GLEN RECREATION DISTRICT

Assistant Secretary

By: _____
Its: _____
Date: _____

HERONS GLEN HOMEOWNERS' ASSOCIATION, INC.

Witness



By: HERBERT W. PAGE
Its: PRESIDENT
Date: JUNE 10, 2010

[SIGNATURES CONTINUED ON NEXT PAGE]

**MAGNOLIA LANDING MASTER
ASSOCIATION, INC.**

Christina Stake
Witness

Brian Wasser
By: Brian Wasser
Its: PRS
Date: 2/17/10

WINDHAM/MAGNOLIA LANDING, L.L.C.

Witness

By: _____
Its: _____
Date: _____

**TAYLOR WOODROW COMMUNITIES AT
HERONS GLEN, L.L.C.**

Witness

By: _____
Its: _____
Date: _____

**MAGNOLIA LANDING MASTER
ASSOCIATION, INC.**

Witness

By: _____
Its: _____
Date: _____

WINDHAM/MAGNOLIA LANDING, L.L.C.

Karffay

Witness

Herbert Lawson

By: *HERBERT LAWSON*
Its: *Sale Member*
Date: *7-8-10*

**TAYLOR WOODROW COMMUNITIES AT
HERONS GLEN, L.L.C.**

Witness

By: _____
Its: _____
Date: _____

**MAGNOLIA LANDING MASTER
ASSOCIATION, INC.**

Witness

By: _____
Its: _____
Date: _____

WINDHAM/MAGNOLIA LANDING, L.L.C.

Witness

By: _____
Its: _____
Date: _____

**TAYLOR WOODROW COMMUNITIES AT
HERONS GLEN, L.L.C.**

Molly A. Syrett

Witness

John Asher

By: *JOHN ASHER*
Its: *AUTHORIZED AGENT*
Date: *8/19/10*

SCHEDULE OF EXHIBITS

- Exhibit A:** Map with Chart of Permits
- Exhibit B:** CDD Contact and Party Contact Information
- Exhibit C:** Permit Holder Consent Form

EXHIBIT B

CDD AND PARTY CONTACTS

CDD Contact:	CFM Community Development District 3501 Avenida Del Vera Blvd. North Fort Myers, Florida 33917 239-543-4146 Attn: Brian Wasser -and- Rizzetta & Co., Inc. 3800 Colonial Blvd., Suite 103 Ft. Myers, Florida 33966 239-936-0913 Attn: Molly Syvret, District Manager
Party Contact (Windham):	Windham/Magnolia Landing, L.L.C. 3501 Avenida Del Vera Blvd. North Fort Myers, Florida 33917 239-543-4146 Attn: Brian Wasser
Party Contact (Taylor Woodrow):	Taylor Woodrow Communities at Herons Glen, LLC 501 N. Cattleman Drive, Suite 100 Sarasota, Florida 34232 941-371-3008 Attn: John Asher
Party Contact (Herons Glen HOA):	Herons Glen Homeowners' Association, Inc. 2250 Avenida Del Vera Blvd. North Fort Myers, FL 33917 239-731-3332 Attn: Joyce Gillespie, Manager
Party Contact (Rec. District):	Herons Glen Recreation District 2250 Avenida Del Vera Blvd. North Fort Myers, FL 33917 239-731-3332 Attn: Mark Bainbridge, General Manager
Party Contact (Magnolia Landing MA):	Magnolia Landing Master Association 3501 Avenida Del Vera Blvd. North Fort Myers, Florida 33917 239-543-4146 Attn: Brian Wasser

EXHIBIT C

PERMIT HOLDER CONSENT AND JOINDER TO AGREEMENT

The undersigned is an authorized representative of the permittee ("Permit Holder") listed below for the permit also listed below and issued by the South Florida Water Management District ("District"):

Permittee: Herons Glen Recreation District

Permit #: _____

The Permit Holder understands and acknowledges that the CFM Community Development District ("CDD") has entered into an Agreement Governing Communication Services Relating to Environmental Resource Permits ("Agreement"). All capitalized terms herein have the meaning as set forth in the Agreement. The Permit Holder agrees to direct any communications relating to the Permit to the applicable Party Contact, and to otherwise allow the CDD Contact to coordinate communications between the District and the Parties, the Permit Holders, and the residents of the Magnolia Landing and Herons Glen communities pursuant to the terms of the Agreement.

The Permit Holder agrees that the CDD shall not be liable for, and is hereby released and exculpated of all liability whatsoever, arising out of or in connection with the CDD's provision of services under the Agreement, and the sole recourse for a Permit Holder against the CDD for any act or omission by the CDD or its supervisors, officers, staff, employees, and agents relating to the Agreement shall be to terminate this Consent and Joinder by providing 30 days prior written notice of termination to the CDD. The Permit Holder agrees to indemnify, defend, and hold harmless the CDD and its supervisors, officers, staff, employees, and agents from any and all liability, claims, actions, suits or demands by the District, the Parties, Permit Holders, residents, or any other person, corporation, or other entity for injuries, death, property damage, regulatory or enforcement damages or penalties, or harm of any nature, arising out of, or in connection with, the CDD's provision of services under this Agreement, including regulatory or enforcement proceedings, litigation, or any appellate proceedings with respect thereto. The Permit Holder further agrees that nothing herein shall constitute or be construed as a waiver of the CDD's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

The Permit Holder further understands and acknowledges that the Permit Holder shall be responsible for ensuring compliance with its respective Permits, and nothing stated in the Agreement is intended in any way to obligate the CDD to provide notice or otherwise comply with, or be responsible for, any of the requirements, conditions, or provisions of the Permits, including but not limited to any requirements, conditions, or provisions relating to notice.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this Consent and Joinder on behalf of the Permit Holder.

[CONTINUED ON NEXT PAGE]

EXHIBIT C

Executed this 9 day of July, 2010.

Witnessed:

Dorothy M. Coughlin
Print Name: Dorothy M. Coughlin

x Conrad E. Weyer
Permit Holder Name

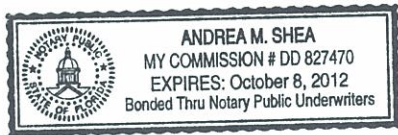
Andrea M. Shea
Print Name: Andrea M. Shea

Conrad E. Weyer
By: _____
Its: _____

STATE OF Florida
COUNTY OF Lee

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Conrad E. Weyer, who executed the foregoing instrument, who is personally known to me or who has produced _____ as identification, and who did (did not) take an oath.

Witness my hand and official seal this 9 day of July, 2010.



Andrea M. Shea
Notary Public

EXHIBIT C

PERMIT HOLDER CONSENT AND JOINDER TO AGREEMENT

The undersigned is an authorized representative of the permittee ("Permit Holder") listed below for the permit also listed below and issued by the South Florida Water Management District ("District"):

Permittee: HERONS GLEN HOA
Permit #: SEE Exhibit "A"

The Permit Holder understands and acknowledges that the CFM Community Development District ("CDD") has entered into an Agreement Governing Communication Services Relating to Environmental Resource Permits ("Agreement"). All capitalized terms herein have the meaning as set forth in the Agreement. The Permit Holder agrees to direct any communications relating to the Permit to the applicable Party Contact, and to otherwise allow the CDD Contact to coordinate communications between the District and the Parties, the Permit Holders, and the residents of the Magnolia Landing and Herons Glen communities pursuant to the terms of the Agreement.

The Permit Holder agrees that the CDD shall not be liable for, and is hereby released and exculpated of all liability whatsoever, arising out of or in connection with the CDD's provision of services under the Agreement, and the sole recourse for a Permit Holder against the CDD for any act or omission by the CDD or its supervisors, officers, staff, employees, and agents relating to the Agreement shall be to terminate this Consent and Joinder by providing 30 days prior written notice of termination to the CDD. The Permit Holder agrees to indemnify, defend, and hold harmless the CDD and its supervisors, officers, staff, employees, and agents from any and all liability, claims, actions, suits or demands by the District, the Parties, Permit Holders, residents, or any other person, corporation, or other entity for injuries, death, property damage, regulatory or enforcement damages or penalties, or harm of any nature, arising out of, or in connection with, the CDD's provision of services under this Agreement, including regulatory or enforcement proceedings, litigation, or any appellate proceedings with respect thereto. The Permit Holder further agrees that nothing herein shall constitute or be construed as a waiver of the CDD's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

The Permit Holder further understands and acknowledges that the Permit Holder shall be responsible for ensuring compliance with its respective Permits, and nothing stated in the Agreement is intended in any way to obligate the CDD to provide notice or otherwise comply with, or be responsible for, any of the requirements, conditions, or provisions of the Permits, including but not limited to any requirements, conditions, or provisions relating to notice.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this Consent and Joinder on behalf of the Permit Holder.

[CONTINUED ON NEXT PAGE]

EXHIBIT C

Executed this 10 day of JUNE, 2010.

Witnessed:

Joyce Gillespie
Print Name: Joyce Gillespie

HERONS GLEN HOA
Permit Holder Name

Herbert W. Page
By: HERBERT W. PAGE
Its: PRESIDENT

Kimberly J. Rambo
Print Name: Kimberly J Rambo

STATE OF Florida
COUNTY OF Lee

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Herbert W. Page, who executed the foregoing instrument, who is personally known to me or who has produced _____ as identification, and who did (did not) take an oath.

Witness my hand and official seal this 10th day of June, 2010.

Kimberly J. Rambo
Notary Public

