

*Shingle Creek  
Community Development District*

*Agenda*

*December 10, 2018*

# AGENDA

# *Shingle Creek*

## *Community Development District*

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135 W. Central Blvd., Suite 320, Orlando, Florida 32801  
Phone: 407-841-5524 – Fax: 407-839-1526

December 3, 2018

Board of Supervisors  
Shingle Creek Community  
Development District

Dear Board Members:

The meeting of the Board of Supervisors of the Shingle Creek Community Development District will be held **Monday, December 10, 2018 at 12:00 p.m. at the Oasis Club at ChampionsGate, 1520 Oasis Club Blvd., ChampionsGate, Florida.** Following is the advance agenda for the regular meeting:

1. Roll Call
2. Public Comment Period
3. Organizational Matters
  - A. Acceptance of Resignation of Alvey Kaufman and Appointment of Individual to Fulfill the Board Vacancy with a Term Ending November 2019
  - B. Administration of Oath of Office to Newly Appointed Board Member
  - C. Consideration of Resolution 2019-01 Electing Officers
4. Approval of Minutes of the October 1, 2018 Meeting
5. Ratification of the Amended and Restated Notice of Establishment
6. Ratification of Interlocal Agreement with Osceola County
7. Consideration of Resolution 2019-02 Approving the Phase I-3B Plat
8. Financing Matters
  - A. Consideration of Supplemental Engineer's Report
  - B. Consideration of Master Assessment Methodology Report
  - C. Consideration of Resolution 2019-03 Declaring Special Assessments
  - D. Consideration of Resolution 2019-04 Setting a Public Hearing for Special Assessments
9. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Approval of Check Registers
    - ii. Balance Sheet and Income Statement
10. Other Business
11. Supervisor's Requests
12. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is Organizational Matters. Section A is the acceptance of resignation of Alvey Kaufman and appointment of individual to fulfill the Board vacancy with a term ending November 2019. A copy of the resignation letter is enclosed for your review. Section B is the administration of the Oath of Office to the newly appointed Board Member and Section C is the consideration of Resolution 2019-01 electing an Assistant Secretary. A copy of the Resolution is enclosed for your review.

The fourth order of business is the approval of the minutes of the October 1, 2018 meeting. The minutes are enclosed for your review.

The fifth order of business is the ratification of the recording of the Amended and Restated Notice of Establishment. The notice of establishment is enclosed for your review.

The sixth order of business is the ratification of the Interlocal agreement with Osceola County. A copy of the agreement is enclosed for your review.

The seventh order of business is the consideration of Resolution 2019-02 approving the I-3B Plat. A copy of the Resolution is enclosed for your review.

The eighth order of business is the Financing Matters. Section A is the consideration of the Supplemental Engineer's Report and Section B is the consideration of the Master Assessment Methodology. Both reports will be provided under separate cover. Section C is the consideration of Resolution 2019-03 declaring special assessments and Section D is the consideration of Resolution 2019-04 setting a public hearing for special assessments. Both Resolutions are enclosed for your review.

The ninth order of business is Staff Reports. Section 1 of the District Manager's Report includes the check registers being submitted for approval and Section 2 includes the balance sheet and income statement for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please contact me.

Sincerely,



George S. Flint  
District Manager

Cc: Jan Carpenter, District Counsel  
Michael Enot, District Engineer  
Darrin Mossing, GMS

Enclosures

## SECTION III

# SECTION A

**From:** George Flint [gflint@gmscfl.com](mailto:gflint@gmscfl.com)  
**Subject:** Fwd: CDD Resignation  
**Date:** October 8, 2018 at 7:57 AM  
**To:** [svanderbill@gmscfl.com](mailto:svanderbill@gmscfl.com)



Sent from my iPhone

Begin forwarded message:

**From:** Alvey Kaufman <[Al.Kaufman@Lennar.com](mailto:Al.Kaufman@Lennar.com)>  
**Date:** October 8, 2018 at 7:39:43 AM EDT  
**To:** "[gflint@gmscfl.com](mailto:gflint@gmscfl.com)" <[gflint@gmscfl.com](mailto:gflint@gmscfl.com)>  
**Cc:** Adam Morgan <[Adam.Morgan@lennar.com](mailto:Adam.Morgan@lennar.com)>  
**Subject:** CDD Resignation

Mr. Flint,  
Effective immediately, I will need to resign from the Shingle Creek CDD Board of Supervisors.

Thank you

Alvey Kaufman  
Vice President of Construction

[al.kaufman@lennar.com](mailto:al.kaufman@lennar.com)  
[www.LennarOrlando.com](http://www.LennarOrlando.com)

Office: [407.586.4057](tel:407.586.4057)  
Cell: [813.434.5527](tel:813.434.5527)  
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6750 Forum Drive, Suite 310  
[Orlando, FL 32821](http://Orlando, FL 32821)

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# SECTION C

**RESOLUTION 2019-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Shingle Creek Community Development District (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, the Board of Supervisors of the District (“Board”) desires to elect the Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT:**

**Section 1.** \_\_\_\_\_ is elected Chairperson.

**Section 2.** \_\_\_\_\_ is elected Vice-Chairperson.

**Section 3.** \_\_\_\_\_ is elected Secretary.

**Section 4.** \_\_\_\_\_ is elected Assistant Secretary.  
\_\_\_\_\_ is elected Assistant Secretary.  
\_\_\_\_\_ is elected Assistant Secretary.  
\_\_\_\_\_ is elected Assistant Secretary.

**Section 5.** \_\_\_\_\_ is elected Treasurer.

**Section 6.** \_\_\_\_\_ is elected Assistant Treasurer.

**Section 7.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 10<sup>th</sup> day of December, 2018.

**ATTEST:**

**SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson/Vice-Chairperson

# MINUTES

MINUTES OF MEETING  
SHINGLE CREEK  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Shingle Creek Community Development District was held on Monday, October 1, 2018 at 12:00 p.m. at the Oasis Club at ChampionsGate, 1520 Oasis Club Blvd., ChampionsGate, Florida.

Present and constituting a quorum were:

Lane Register	Chairman
Adam Morgan	Vice Chairman
Mark Revell	Assistant Secretary

Also present were:

George Flint	District Manager
Andrew d'Adesky	District Counsel
Michael Enot	District Engineer
Alan Scheerer	Field Manager
Michelle Barr	Lennar Homes by phone
Clayton Smith	GMS

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Flint called the meeting to order and called the roll. A quorum was present.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Mr. Flint: For the record, we only have Board Members and staff here, so there are no public comments.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the August 6, 2018 Meeting**

Mr. Flint: You have the minutes from the August 6, 2018 meeting. Did the Board have any additions, deletions or corrections?

Mr. Register: They look good.

Mr. Morgan: They look good to me.

Mr. Flint: If there are no corrections, we need a motion to approve them.

On MOTION by Mr. Register, seconded by Mr. Morgan, with all in favor, the Minutes of the August 6, 2018 Meeting, were approved as presented.

**FOURTH ORDER OF BUSINESS                      Ratification of Series 2015 Requisition #22**

Mr. Flint: Requisition #22 is to pay KPM Franklin, in the amount of \$2,975. It was previously signed and transmitted to the Trustee. We are asking the Board to ratify it.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Requisition #22 for Series 2015, was ratified.

**FIFTH ORDER OF BUSINESS                      Consideration of Series 2015 Requisitions #23 and #24**

Mr. Flint: Requisition #23 is for KPM Franklin, in the amount of \$960 and Requisition #24 for KPM Franklin, in the amount of \$137.50. Are there any questions? If not, we need a motion to approve those requisitions.

On MOTION by Mr. Register, seconded by Mr. Morgan, with all in favor, Requisitions #23 and #24 for Series 2015, were approved.

**SIXTH ORDER OF BUSINESS                      Staff Reports**

**A.     Attorney**

Mr. Flint: Andrew?

Mr. d’Adesky: Yes. We are trying to move ahead regarding the expansion. We submitted the petition and it’s being reviewed by Osceola County. I contacted Jeff Larson who is with Long Term Planning, and he is reviewing the file. Two weeks ago, he met with others in the County and they had some comments. They informed me this morning, when I contacted them, that they are going to come back with those comments. This is the first time that they have done an expansion under the new restrictions, so they are probably tweaking the language. We don’t know what those changes are, but we are expending those to turn around as quickly as possible to get that finalized. We are working with the District Engineer, Michael Enot, to clean up one of the parcels. We need to modify a Legal Description in order to get it transferred over to the CDD fully, as it was showing up as owned by the CDD and Lennar. It turns out that a

portion of that tax parcel, a small pond, will be retained by Lennar. The rest will go to the CDD. So we are cleaning up that Legal Description.

Mr. d’Adesky: We are just waiting on approval to proceed by Mark. We have to submit a request from him to approve. I will look into that.

**B. Engineer**

Mr. Flint: Mike, do you have anything?

Mr. Enot: The main thing is that we reviewed all of the Requisitions and are going to clean some items up. I need to have further discussion with Andrew to make sure that everything we get is correct, based upon the soft gate issue.

Mr. Flint: So we are working on the expansion of the District, and then once that is completed, we will be moving forward with issuing bonds. So, there are two activities going on. Part of the bond issue would be to have an Engineer’s Report.

Mr. Morgan: Is the expansion of the District for Westgate?

Mr. d’Adesky: Parcel X and Bronson.

Mr. Enot: It’s for Westgate and Bronson.

Mr. Morgan: We haven’t brought in Bronson yet.

Mr. Enot: Not yet, so it’s just Westgate. They are not tied to the lot anyways.

**C. District Manager’s Report**

**i. Approval of Check Register**

Mr. Flint: You have the Check Register from July 31, 2018 through September 25, 2018, for the General Fund, totaling \$74,040.15. Are there any questions on the Check Register?

Mr. Morgan: It looks good.

Mr. Flint: If not, I would ask for a motion to approve it.

On MOTION by Mr. Register, seconded by Mr. Morgan, with all in favor, the Check Register was approved.

**ii. Balance Sheet and Income Statement**

Mr. Flint: You also have the unaudited financial statements through August 31, 2018. No action is required by the Board. If you have any questions, we can discuss those.

**SEVENTH ORDER OF BUSINESS**

**Other Business**

Mr. Flint: Do you want to give a brief Field Manager Report on Shingle Creek?

Mr. Scheerer: Sure. Last week, I met with Michelle and the HOA team, as well as Down to Earth. We did a complete inspection of the community. I think everything is coming along nicely. In the interim, we ordered some alligator information signs that were requested. We looked at those locations, and will be putting those signs up in the next seven to ten days. The entry lights in the Storey Lake sign weren't working, so we had Terry's Electric come out and they found a bad LED driver. That driver was removed and replaced, so all of the lights are working at both entrances now. We are still waiting for some turnover in that phase, in the back, on Storey Lake Boulevard. We will be doing some additional planting, now that we are in the 2019 budget season.

Mr. Morgan: What about along Natures Ridge Road? We were talking at last meeting about the money we were paying Down to Earth for mowing back there. We weren't sure what parcels were getting mowed. Do you remember the discussion? It was about the roundabout?

Mr. Register: Yes.

Mr. Morgan: Did we get a good updated map and description of everything that they are doing there?

Mr. Scheerer: Yes sir. We also cleaned up the back of the wall along State Road 535. There were some areas back there. That is being done now on a regular basis.

Mr. Register: Did we ever get that mattress out of there?

Mr. Scheerer: Yes. I believe that everything has been cleaned up.

Mr. Register: There was a mattress there for about three months.

Mr. Scheerer: I'm pretty sure that everything was cleaned up. Down to Earth went back there and mowed. Mowing and cleaning is being done on a consistent basis now. We will just have to keep an eye on all of the debris that gets dumped back there from time-to-time.

Mr. Register: Has somebody prepared those maps? I think the biggest thing that we took issue with, was the roundabout, because the vast majority of the plantings are not in the area associated with the roundabout, which includes Phase 3, including the center of the roundabout.

Mr. Scheerer: That's getting re-done, right?

Mr. Register: That's just Bahia right now, so that's going to be planted in the next 90 to 120 days, give or take. A lot of the street trees and irrigation are in, on the perimeter. I think

that's what we discussed at the last meeting, which was to ensure that we weren't being charged to maintain plants that were present in that roundabout.

Mr. Scheerer: That's correct. Yes sir.

Mr. Register: Have you produced a map?

Mr. Scheerer: I have not provided the Board with a map. I thought we had that at the last meeting, but I could be wrong.

Mr. Register: I will review that.

Mr. Scheerer: So will I.

Mr. Register: We will discuss that off-line.

Mr. Scheerer: Yes sir.

Mr. Flint: Is there any other discussion?

Ms. Barr: I don't know if the 'Stop' sign was brought up yet, and if it was determined if that would be pulled out.

Mr. Morgan: There is a 'Stop' sign where the stop light is?

Mr. Scheerer: Yes sir. There is a 'Stop' sign that was installed after the traffic signals were installed, on the left turn lane. We don't know whether it needs to be there or whether we can remove it.

Mr. Flint: It doesn't need to be there if there's a traffic light there.

Mr. Register: I'm emailing Barry right now to ensure that occurs.

Mr. Scheerer: We can make it happen.

Mr. Register: That's fine. Are we talking about Osceola Parkway and Storey Lake Boulevard?

Mr. Scheerer: Yes sir. That is correct. It's coming out.

Ms. Barr: Okay, thank you. I knew that we had a traffic light there.

Mr. Revell: Is there any irrigation plan from the roundabout to the intersection? The intersection is finishing up and Osceola County is asking whether there is going to be landscaping in the area.

Mr. Register: I can't answer that question right now. Let me get back to you on that. It's basically, from the existing boundary of Storey Lake Boulevard to the intersection.

Mr. Revell: We are going to discuss that at next Tuesday's meeting. The CRA owns it and they understand that we took everything out, but they want to be told what's going back in.

Mr. Register: I understand.

Mr. Revell: That's in two weeks, on Tuesday, at 2:00 p.m.

Mr. Flint: Is there anything else?

Ms. Barr: I'm good. Thank you.

**EIGHTH ORDER OF BUSINESS**

**Supervisor's Requests**

Mr. Flint: Is there anything further from the Board? If not, we need a motion to adjourn.

**NINTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Register, seconded by Mr. Morgan, with all in favor, the meeting was adjourned.

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Secretary / Assistant Secretary

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Chairman / Vice Chairman

# SECTION V

THIS INSTRUMENT PREPARED  
BY AND RETURN TO:  
Andrew C. d'Adesky, Esq.  
Latham, Shuker, Eden & Beaudine, LLP  
111 N. Magnolia Ave, Suite 1400  
Orlando, Florida 32801

ABOVE SPACE RESERVED FOR  
RECORDING PURPOSES ONLY

**AMENDED AND RESTATED NOTICE OF ESTABLISHMENT OF THE  
SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT**

This Amended and Restated Notice of Establishment of the Shingle Creek Community Development District amends and restates that certain Notice of Establishment of the Shingle Creek Community Development District recorded in Osceola County, Florida, O.R. Book 2812, Page 254, on June 17, 2005. The Shingle Creek Community Development District (the "District") was established on May 23, 2005 pursuant to County Ordinance Number 05-15 (the "Establishment Ordinance") of Osceola County, Florida, (the "County") and its external boundaries were contracted by County Ordinance Number 2014-57, County Ordinance 2014-129, and County Ordinance 2015-46, and its external boundary was expanded by County Ordinance 2018-75 approved November 5, 2018 and effective November 6, 2018 (together with the Establishment Ordinance, the "Boundary Ordinances"). This Amended and Restated Notice of Establishment is recorded to reflect the contracted external boundaries of the District.

The legal description of external boundaries of the Shingle Creek Community Development District, as amended, is as described in the Boundary Ordinances (in the event of a conflict with this Amended Notice, the Boundary Ordinances shall control) and as attached hereto as "Exhibit A" and incorporated by reference herein.

**THE SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

For information about the District, the District's Manager may be contacted at:

Shingle Creek Community Development District  
c/o Governmental Management Services – Central Florida, LLC  
135 West Central Blvd, Suite 320  
Orlando, Florida 32801  
Phone: 407.841.5524

Amended and Restated Notice of Establishment  
Shingle Creek Community Development District

AMENDED AND RESTATED NOTICE OF ESTABLISHMENT OF THE  
SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT

SHINGLE CREEK COMMUNITY  
DEVELOPMENT DISTRICT,  
a Florida community development district

By:   
George S. Flint  
Secretary

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 27 day of November 2018, by  
GEORGE FLINT, as Secretary of the Shingle Creek Community Development District, on its  
behalf. Said person is  personally known to me or  has produced a valid driver's license as  
identification.

  
Notary Public; State of Florida  
Print Name: Jill Burns  
My Commission Expires: 7-25-19  
My Commission No.: FE215700

[SEAL]



**Exhibit A**  
**Legal Description**

[ATTACHED BELOW]

Amended and Restated Notice of Establishment  
Shingle Creek Community Development District

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LYING SOUTH OF OSCEOLA PARKWAY AND EAST OF STATE ROAD 535 IN SECTIONS 1, 2 AND 12, TOWNSHIP 25 SOUTH, RANGE 28 EAST, AND A PORTION OF SECTION 6, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA; THENCE S00°14'25"E, A DISTANCE OF 197.89 FEET TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 25 SOUTH, RANGE 28 EAST; THENCE CONTINUE S00°14'25"E, A DISTANCE OF 650.71 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF OSCEOLA PARKWAY AND THE POINT OF BEGINNING; THENCE N89°10'25" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 282.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 3899.72 FEET AND A CENTRAL ANGLE OF 11°14'42"; THENCE RUN EASTERLY AN ARC DISTANCE OF 765.37 FEET ALONG SAID CURVE TO THE POINT OF TANGENCY; THENCE N77°55'41"E, A DISTANCE OF 34.18 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, RUN S04°50'01" E, A DISTANCE OF 151.64 FEET; THENCE S08°12'14"W, A DISTANCE OF 55.05 FEET; THENCE S21°14'30"W, A DISTANCE OF 197.29 FEET; THENCE S50°43'34"W, A DISTANCE OF 120.23 FEET; THENCE S80°12'40"W, A DISTANCE OF 156.76 FEET; THENCE S44°31'05"W, A DISTANCE OF 127.50 FEET; THENCE S45°00'03"E, A DISTANCE OF 107.53 FEET; THENCE S44°57'17"W, A DISTANCE OF 535.70 FEET; THENCE N61°46'21"W, A DISTANCE OF 613.31 FEET; THENCE N37°01'23"W, A DISTANCE OF 248.76 FEET; THENCE N12°16'24"W, A DISTANCE OF 215.96 FEET; THENCE N16°47'23"W, A DISTANCE OF 193.67 FEET; THENCE S89°10'25"W, A DISTANCE OF 114.55 FEET; THENCE S48°58'41"W, A DISTANCE OF 137.18 FEET; THENCE S33°38'48"W, A DISTANCE OF 40.19 FEET; THENCE S18°18'54"W, A DISTANCE OF 192.03 FEET; THENCE S59°15'43"W, A DISTANCE OF 61.97 FEET; THENCE N79°47'32"W, A DISTANCE OF 320.50 FEET; THENCE N74°40'37"W, A DISTANCE OF 255.27 FEET; THENCE N74°42'14"W, A DISTANCE OF 31.17 FEET; THENCE N72°08'59"W, A DISTANCE OF 35.24 FEET; THENCE S63°24'51"W, A DISTANCE OF 39.46 FEET; THENCE S40°34'44"W, A DISTANCE OF 18.08 FEET; THENCE S28°04'02"W, A DISTANCE OF 33.52 FEET; THENCE S25°10'58"W, A DISTANCE OF 96.34 FEET; THENCE S88°49'17"E, A DISTANCE OF 19.40 FEET; THENCE S52°32'05"E, A DISTANCE OF 99.06 FEET; THENCE N61°51'50"W, A DISTANCE OF 144.58 FEET; THENCE S53°38'09"W, A DISTANCE OF 91.16 FEET; THENCE N76°00'37"W, A DISTANCE OF 347.93 FEET; THENCE N60°45'34"W, A DISTANCE OF 131.30 FEET; THENCE N84°02'12"W, A DISTANCE OF 178.26 FEET; THENCE N40°35'25"W, A DISTANCE OF 146.06 FEET; THENCE N58°28'01" W, A DISTANCE OF 91.38 FEET; THENCE S18°05'25"W, A DISTANCE OF 79.93 FEET; THENCE S79°40'29"W, A DISTANCE OF 91.40 FEET; THENCE S22°33'58"W, A DISTANCE OF 172.57 FEET; THENCE N78°19'06"W, A DISTANCE OF 148.20 FEET; THENCE S65°47'48"W, A DISTANCE OF 486.23 FEET; THENCE S46°22'17"W, A DISTANCE OF 255.56 FEET; THENCE S29°20'59"E, A DISTANCE OF 100.11 FEET; THENCE S55°09'34"E, A DISTANCE OF 105.04 FEET; THENCE N49°25'34"E, A DISTANCE OF 354.88 FEET; THENCE S68°55'24"E, A DISTANCE OF 118.69 FEET; THENCE N29°10'03"E, A DISTANCE OF 95.60 FEET; THENCE S84°09'16"E, A DISTANCE OF 184.70 FEET; THENCE S11°26'06"W, A DISTANCE OF 215.14 FEET; THENCE S20°08'39"W, A DISTANCE OF 329.53 FEET; THENCE S84°39'09"W, A DISTANCE OF 106.95 FEET; THENCE S02°46'59"W, A DISTANCE OF 12.42 FEET; THENCE

N03°06'58"W, A DISTANCE OF 20.82 FEET; THENCE N64°35'11"W, A DISTANCE OF 43.42 FEET; THENCE S69°58'13"W, A DISTANCE OF 65.97 FEET; THENCE S69°58'15"W, A DISTANCE OF 141.03 FEET; THENCE S18°42'16"E, A DISTANCE OF 537.60 FEET; THENCE S46°06'48"E, A DISTANCE OF 145.60 FEET; THENCE S26°56'05"E, A DISTANCE OF 126.80 FEET; THENCE S00°50'17"W, A DISTANCE OF 117.60 FEET; THENCE S81°11'49"E, A DISTANCE OF 240.31 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 822.40 FEET AND A CENTRAL ANGLE OF 62°37'10"; THENCE RUN SOUTHEASTERLY AN ARC DISTANCE OF 898.81 FEET ALONG SAID CURVE; THENCE LEAVING SAID CURVE RUN N65°18'34"E, A DISTANCE OF 97.95 FEET; THENCE N47°43'27"E, A DISTANCE OF 318.21 FEET; THENCE N14°06'39"W, A DISTANCE OF 70.78 FEET; THENCE N63°33'10"E, A DISTANCE OF 48.88 FEET; THENCE N32°01'07"W, A DISTANCE OF 153.12 FEET; THENCE N41°48'54"W, A DISTANCE OF 276.18 FEET; THENCE N51°03'59"W, A DISTANCE OF 131.29 FEET; THENCE N59°41'38" E, A DISTANCE OF 170.84 FEET; THENCE N62°46'14"E, A DISTANCE OF 254.99 FEET; THENCE S72°13'47"E, A DISTANCE OF 228.54 FEET; THENCE S47°31'39"E, A DISTANCE OF 386.03 FEET; THENCE S38°38'06"E, A DISTANCE OF 444.45 FEET; THENCE S26°16'32"E, A DISTANCE OF 409.28 FEET; THENCE S36°38'12"W, A DISTANCE OF 456.29 FEET; THENCE S82°18'40"W, A DISTANCE OF 69.67 FEET; THENCE N32°28'33"W, A DISTANCE OF 279.72 FEET; THENCE N65°55'11"W, A DISTANCE OF 88.58 FEET; THENCE S64°42'32"W, A DISTANCE OF 151.86 FEET; THENCE S01°43'06"W, A DISTANCE OF 242.84 FEET; THENCE S24°06'35"E, A DISTANCE OF 98.59 FEET; THENCE S48°41'55"E, A DISTANCE OF 119.49 FEET; THENCE S67°34'44"E, A DISTANCE OF 156.55 FEET; THENCE S15°59'53"W, A DISTANCE OF 460.18 FEET; THENCE S63°36'33"W, A DISTANCE OF 160.40 FEET; THENCE S19°55'58"W, A DISTANCE OF 104.39 FEET; THENCE S01°03'59"W, A DISTANCE OF 239.67 FEET; THENCE S24°48'31"E, A DISTANCE OF 360.22 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 1, TOWNSHIP 25 SOUTH, RANGE 28 EAST; THENCE N89°55'19"E, ALONG SAID SOUTH LINE, A DISTANCE OF 1195.81 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE S00°06'54"E, A DISTANCE OF 1988.71 FEET; THENCE S89°58'15"W, A DISTANCE OF 1631.53 FEET TO A POINT ON THE WEST LINE OF GOVERNMENT LOT 1, SECTION 12, TOWNSHIP 25 SOUTH, RANGE 28 EAST; THENCE N00°32'30"W, ALONG SAID WEST LINE OF GOVERNMENT LOT 1, A DISTANCE OF 1948.59 FEET; THENCE N89°56'47"W, A DISTANCE OF 3960.65 FEET; THENCE N00°14'56"W, A DISTANCE OF 29.68 FEET TO THE NORTHWEST CORNER OF SAID SECTION 12; THENCE S89°55'19"W, A DISTANCE OF 70.15 FEET, TO A POINT ON THE ORIGINAL EAST RIGHT OF WAY LINE OF STATE ROAD 535; THENCE N36°54'44"W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 2808.93 FEET; THENCE N09°20'35"E, A DISTANCE OF 323.85 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 25 SOUTH, RANGE 28 EAST; THENCE S89°51'00"E, A DISTANCE OF 359.14 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE NORTHEAST 1/4 OF SAID SECTION 2; THENCE N01°44'04"E, A DISTANCE OF 229.34 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF OSCEOLA PARKWAY; THENCE N61°12'18"E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1030.53 FEET; THENCE N62°58'35"E, A DISTANCE OF 632.92 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 3739.72 FEET AND A CENTRAL ANGLE OF 11°26'30"; THENCE RUN EASTERLY AN ARC DISTANCE OF 746.80 FEET ALONG SAID CURVE TO THE POINT OF TANGENCY; THENCE N74°25'05"E, A DISTANCE OF 1874.00 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 3725.66 FEET AND A CENTRAL ANGLE OF 14°45'20"; THENCE RUN EASTERLY AN ARC DISTANCE OF 959.48 FEET ALONG SAID CURVE,

TO THE POINT OF TANGENCY; THENCE N89°10'25"E, A DISTANCE OF 2012.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 542.26 ACRES MORE OR LESS.

LESS AND EXCEPT:

**DESCRIPTION TRACT C-1 PROPOSED LEGACY RESORT**

A PARCEL OF LAND LYING SOUTH OF OSCEOLA PARKWAY AND EAST OF STATE ROAD 535 IN SECTIONS 1, 2 AND 12, TOWNSHIP 25 SOUTH, RANGE 28 EAST, AND A PORTION OF SECTION 6, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA; THENCE S00°14'25"E, A DISTANCE OF 197.89 FEET TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 25 SOUTH, RANGE 28 EAST; THENCE CONTINUE S00°14'25"E, A DISTANCE OF 650.71 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF OSCEOLA PARKWAY AND THE POINT OF BEGINNING; THENCE S00°14'25" E, A DISTANCE OF 744.66 FEET; THENCE N61°46'21"W, A DISTANCE OF 197.70 FEET; THENCE N37°01'23"W, A DISTANCE OF 248.76 FEET; THENCE N12°16'24"W, A DISTANCE OF 215.96 FEET; THENCE N16°47'23"W, A DISTANCE OF 193.67 FEET; THENCE S89°10'25"W, A DISTANCE OF 114.55 FEET; THENCE S48°58'41"W, A DISTANCE OF 137.18 FEET; THENCE S33°38'48"W, A DISTANCE OF 40.19 FEET; THENCE S18°18'54"W, A DISTANCE OF 192.03 FEET; THENCE S59°15'43"W, A DISTANCE OF 61.97 FEET; THENCE N79°47'32"W, A DISTANCE OF 320.50 FEET; THENCE N74°40'37"W, A DISTANCE OF 255.27 FEET; THENCE N00°49'36"W, A DISTANCE OF 251.64 FEET TO A POINT ON THE AFORESAID SOUTH RIGHT OF WAY LINE OF OSCEOLA PARKWAY; THENCE NORTH 89°10'25" EAST, A DISTANCE OF 1341.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.63 ACRES, MORE OR LESS.

LESS AND EXCEPT:

**DESCRIPTION TRACT C-2 PROPOSED LEGACY RESORT**

A PARCEL OF LAND LYING SOUTH OF OSCEOLA PARKWAY AND EAST OF STATE ROAD 535 IN SECTIONS 1, 2 AND 12, TOWNSHIP 25 SOUTH, RANGE 28 EAST, AND A PORTION OF SECTION 6, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA; THENCE S00°14'25"E, A DISTANCE OF 197.89 FEET TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 25 SOUTH, RANGE 28 EAST; THENCE CONTINUE S00°14'25"E, A DISTANCE OF 650.71 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF OSCEOLA PARKWAY AND THE POINT OF BEGINNING; THENCE N89°10'25" E, ALONG SAID

SOUTH RIGHT OF WAY LINE, A DISTANCE OF 282.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 3899.72 FEET AND A CENTRAL ANGLE OF 11°14'42"; THENCE RUN EASTERLY AN ARC DISTANCE OF 765.37 FEET ALONG SAID CURVE TO THE POINT OF TANGENCY; THENCE N77°55'41"E, A DISTANCE OF 34.18 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, RUN S04°50'01" E, A DISTANCE OF 151.64 FEET; THENCE S08°12'14"W, A DISTANCE OF 55.05 FEET; THENCE S21°14'30"W, A DISTANCE OF 197.29 FEET; THENCE S50°43'34"W, A DISTANCE OF 120.23 FEET; THENCE S80°12'40"W, A DISTANCE OF 156.76 FEET; THENCE S44°31'05"W, A DISTANCE OF 127.50 FEET; THENCE S45°00'03"E, A DISTANCE OF 107.53 FEET; THENCE S44°57'17"W, A DISTANCE OF 535.70 FEET; THENCE N61°46'21"W, A DISTANCE OF 415.61 FEET; THENCE N00°14'25"W, A DISTANCE OF 744.66 FEET, TO THE POINT OF BEGINNING.

CONTAINING 16.73 ACRES, MORE OR LESS.

LESS AND EXCEPT:

TRACT "A" TOGETHER WITH TRACT "LS1", BEING A PORTION OF THE PLAT OF STOREY LAKE, AS FILED AND RECORDED IN PLAT BOOK 23, PAGES 150 THROUGH 167, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

CONTAINING 9.24 ACRES MORE OR LESS.

TOTAL AREA OF THE ABOVE DESCRIBED LEGAL 505.66 ACRES MORE OR LESS.

**TOGETHER WITH  
EXPANSION PARCEL**

A PARCEL OF LAND BEING A PORTION OF SECTION 12, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE RUN S00°14'56"E ALONG THE WEST LINE OF SAID SECTION 12, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH LINE OF STOREY LAKE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 23, PAGES 150-167 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN S89°56'47"E ALONG SAID SOUTH LINE, A DISTANCE OF 1334.36 FEET TO THE INTERSECTION WITH THE EAST LINE OF ST CENTER AT KISSIMMEE WEST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 17, PAGES 1 AND 2, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE CONTINUE S89°56'47"E ALONG SAID SOUTH LINE OF STOREY LAKE, A DISTANCE OF 822.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°56'47"E ALONG SAID SOUTH LINE OF STOREY LAKE, A DISTANCE OF 1803.98 FEET TO A POINT ON THE WEST LINE OF TRACT B, OF SAID STOREY LAKE; THENCE RUN S00°30'46"E ALONG SAID WEST LINE OF TRACT B, A DISTANCE OF 1,616.29 FEET TO THE NORTHEAST CORNER OF CLUB CORTILE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 17, PAGES 107-108 OF THE PUBLIC RECORDS OF

OSCEOLA COUNTY, FLORIDA; THENCE RUN S89°57'56"W ALONG THE NORTH LINE OF SAID CLUB CORTILE, A DISTANCE OF 736.61 FEET TO THE NORTHWEST CORNER OF SAID CLUB CORTILE AND THE NORTHEAST CORNER OF SNOW WHITE VACATION VILLAGE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 169 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN S89°56'32"W ALONG THE NORTH LINE OF SAID SNOW WHITE VACATION VILLAGE, A DISTANCE OF 583.90 FEET TO THE NORTHWEST CORNER OF SAID SNOW WHITE VACATION VILLAGE AND A POINT ON THE WEST LINE OF SAM'S CLUB KISSIMMEE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGES 109-110 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN N00°34'25"W ALONG SAID EAST LINE, A DISTANCE OF 331.36 FEET TO THE NORTHEAST CORNER OF SAID SAM'S CLUB KISSIMMEE; THENCE RUN S89°51'53"W ALONG THE NORTH LINE OF SAID SAM'S CLUB KISSIMMEE AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 440.88 FEET; THENCE RUN N00°07'43"W, A DISTANCE OF 549.93 FEET; THENCE RUN S89°51'22"W, A DISTANCE OF 593.29 FEET TO A POINT ON THE EAST LINE OF AFORESAID ST CENTER AT KISSIMMEE WEST; THENCE RUN N00°52'35"E ALONG SAID EAST LINE, A DISTANCE OF 79.63 FEET TO A POINT ON THE BOUNDARY OF A FLORIDA DEPARTMENT OF TRANSPORTATION EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2242, PAGE 128 OF THE PUBIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE SOUTH AND EAST LINE OF SAID EASEMENT THE FOLLOWING TWO (2) COURSES AND DISTANCES; THENCE RUN N89°49'10"E, A DISTANCE OF 549.45 FEET ; THENCE RUN N00°51'30"W, A DISTANCE OF 658.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 63.74 ACRES, MORE OR LESS.

**COMBINED AREA OF THE ABOVE LEGAL DESCRIPTIONS 569.40 ACRES MORE OR LESS.**

# SECTION VI



CFN 2018164135  
 Bk 5431 Pgs 10-21 (12 Pgs)  
 DATE: 11/08/2018 09:13:32 AM  
 ARMANDO RAMIREZ, CLERK OF COURT  
 OSCEOLA COUNTY  
 RECORDING FEES \$0.00

Prepared by and return to:  
 Jan A. Carpenter, Esq.  
 Latham, Shuker, Eden & Beaudine, LLP.  
 111 N. Magnolia Ave, Suite 1400  
 Orlando, Florida 32801

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**INTERLOCAL AGREEMENT  
 BETWEEN OSCEOLA COUNTY, FLORIDA AND  
 THE SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT  
 REGARDING THE EXERCISE OF POWERS AND  
 COOPERATION ON PROVIDING ADDITIONAL DISCLOSURE AND NOTICES**

**THIS INTERLOCAL AGREEMENT** (the "Interlocal Agreement"), dated as of November 5, 2018, is entered into by and between **Osceola County, Florida** (the "County"), a political subdivision of the State of Florida and the **Shingle Creek Community Development District** (the "District" or "Petitioner"), a community development district created pursuant to the provisions of Chapter 190, *Florida Statutes*, with its District Manager being Governmental Management Services – Central Florida, with offices located at 135 W. Central Blvd, Suite 320, Orlando, Florida 32801.

**RECITALS:**

**WHEREAS**, the District with consent of Lennar Homes, LLC, (the "Developer"), as fee simple owner of real property located in Osceola County, Florida, more particularly described on **Exhibit "A"** hereto and incorporated herein by this reference (the "Property" or the "Expansion Area"), did file with the County on May 30, 2018, a petition (the "Petition") pursuant to the Act (as defined herein) to expand the Shingle Creek Community Development District by adding approximately 73.4 acres, more or less, to encompass a total area of 579.06 acres, more or less; and

**WHEREAS**, upon review of the Petition and supporting testimony, evidence and documentation, including but not limited to surveys, plans and specifications and financial data, the Board of County Commissioners of Osceola County (the "County Board"), grant the Petition for Expansion on November 5, 2018, pursuant to Ordinance Number 2018-75 (the "Ordinance"); and

**WHEREAS**, the District consists of that real property wholly within the boundaries described in the Ordinance; and

**WHEREAS**, the District is an independent special district and a local unit of special-purpose government which is created pursuant to the Act which has the power and authority to issue bonds to finance the cost of design, acquisition and construction of certain public

infrastructure, facilities and services and to impose, levy and collect special assessments on land contained within the boundaries of the District and use the revenue there from to pay the debt service on the bonds, as well to maintain the public assets of the District and perform specialized functions as authorized by the Act and the Ordinance; and

**WHEREAS**, the County seeks evidence of the legislative finding of Chapter 190.005(e)(4) that the District is the best alternative available for delivering community development services and facilities to the Expansion Area that will be served by the District through an acknowledgement of Developer's intent to provide the District with enhanced infrastructure within the Expansion Area that exceed the County's Development Code and; and

**WHEREAS**, County seeks an interlocal agreement with the District to further define the responsibility of the District to (i) provide for certain enhanced disclosure regarding the expansion of the District and the existence of liens and special assessments on lands contained within the District's boundaries, (ii) provide that annual notice be given by the District to all landowners within the District regarding the date, time and place of the scheduled monthly meetings of the Board of Supervisors for its ensuing fiscal year, (iii) provide that annual notice be given by the District to all landowners within the District regarding the date, time and place of its budget hearing, and (iv) to deliver enhanced infrastructure within the Expansion Area exceeding the County's Development Code ; and

**WHEREAS**, the development of the Expansion Area is governed by that certain Preliminary Subdivision Plan (PS17-00018) Cove at Storey Lake II Plan, approved on September 20<sup>th</sup>, 2017 (the "PSP"), the subdivision plan Cove at Storey Lake II (SDP17-0166) approved on April 27, 2018 (the "SDP"), and other development approvals as may each be amended, updated and modified from time to time (collectively the "County Development Approvals"); and

**WHEREAS**, these uses within the Expansion Area are consistent with the County Development Approvals and Osceola County Comprehensive Land Use Plan (the "County Comprehensive Plan"); and

**WHEREAS**, it is in the mutual interest of the County and the District to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the boundaries of the District; and

**WHEREAS**, Section 163.01, *Florida Statutes*, known as the "Florida Interlocal Cooperation Act of 1969" (hereinafter, the "Cooperation Act"), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities, and

**WHEREAS**, the County and the District find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

**WHEREAS**, the County and the District desire to exercise jointly their common powers and authority concerning the cost effective financing of the acquisition and construction of the infrastructure, public improvements and community facilities; the avoidance of inefficiencies caused by the unnecessary duplication of services and facilities; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies.

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the District agree as follows:

#### **ARTICLE I – INTRODUCTION**

**Section 1.01. Authority.** This Interlocal Agreement is entered into pursuant to the authority set forth in the Cooperation Act and the Act, and other applicable provisions of law.

**Section 1.02. Recitals and Exhibits.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Interlocal Agreement. All exhibits identified herein are hereby incorporated by reference to the same extent as if fully set forth herein.

**Section 1.03. Authority to Contract.** The execution of this Interlocal Agreement has been duly authorized by the appropriate body or official(s) of the County and the District, each party has complied with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**Section 1.04. Definitions.** The following terms when used in capitalized form herein shall have the respective meaning indicated below unless the context shall clearly indicate otherwise:

***“District Board”*** means the current Board of Supervisors and all subsequent Board of Supervisors for the District.

***“Capital Assessments”*** means an apportioned charge levied by the District against a Parcel to satisfy the costs and expenses of the infrastructure improvements, which shall constitute a special assessment lien on the Parcel, this assessment is intended to refer to the Benefit Special Assessments and Special Assessments, as set forth and described in Section 190.021(2) and 190.022 of the Act, respectively.

***“Act”*** means the “Uniform Community Development District Act of 1980” codified in Chapter 190, Florida Statutes, as amended from time to time.

*"Parcel"* means a portion of the Property such as a lot, parcel, tract or any other quantity of land capable of being separately conveyed and having a separate folio number assigned by the Tax Collector for Osceola County.

## ARTICLE II – DISTRICT POWERS

### Section 2.01. Exercise of Powers.

4. **Powers.** The District has and shall retain all powers, rights, obligations and responsibilities granted or imposed by the Act, as amended from time to time, including but not limited to, all general powers and special powers set forth in Sections 190.011, 190.012(l), 190.102(2)(a), 190.012(2)(d), 190.012(3) and 190.012(4), *Florida Statutes*.

## ARTICLE III – ENHANCED DISCLOSURE AND NOTICE

**Section 3.01. Enhanced Disclosure of District and Assessments.** In addition to the statutory requirements for disclosure set forth in Sections 190.008, 190.009, 190.048 and 190.0485, the District Board hereby agrees to have executed and filed in the Official Records of Osceola County a "Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments" and a "Notice of Lien," (or similar notices) at the time any Capital Assessments are placed on Parcels within the District. Such notices are intended to inform potential future landowners of land within the boundaries of the District of both the expansion of the District and the existence of liens and special assessments on lands contained within the District, which liens run with the land.

This notice supplements the following notices that will also be placed in the public records of the County on all property within the District:

Notice of Establishment of the District  
This Interlocal Agreement

**Section 3.02. Notice of District Meeting Schedule.** In addition to the statutory notice requirement set forth in Section 190.008(2)(a), the District hereby agrees to publish in a newspaper that meets the requirements of Chapter 190, once a year a notice of District's adopted schedule of meetings of its Board of Supervisors for the ensuing fiscal year ("District Meeting Schedule", which notice shall designate the date, time *and* place of each of the scheduled meetings. The described District Meeting Schedule will also be provided to the Osceola County Manager by mail to the County Administration Building, 1 Courthouse Square, Kissimmee, Florida 34741 or such other address as directed in writing by the County Manager. The District Meeting Schedule shall also be posted online on the District's website as noted in Section 3.03 hereunder.

**Section 3.03 District Website Information.** The District website shall include the District's Meeting Schedule and all other information as required by Chapter 189.015(1), 189.016 and 189.069, *Florida Statutes*, which shall include, but is not limited to, the:

1. Full legal name of the District.
2. Public purpose of the District.
3. Name, official addresses, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the District.
4. Fiscal year of the District.
5. Full text of the special district's charter, the date of establishment, the establishing entity, and a reference to Chapter 190, *Florida Statutes*, under which the District operates, include information relating to any grant of special powers.
6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the District.
7. Description of the boundaries or service area of, and the services provided by, the District.
8. Listing of all taxes, fees, assessments, or charges imposed and collected by the District, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge.
9. Primary contact information for the District for purposes of communication from the department.
10. A code of ethics adopted by the District, if applicable, and a hyperlink to generally applicable ethics provisions.
11. Budget of the District and any amendments thereto in accordance with s. 189.016.
12. Final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the District.
13. A listing of its regularly scheduled public meetings as required by s. 189.015(1).
14. Public facilities report.
15. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).
16. At least 7 days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information.

**Section 3.04. Notice of Annual Budget Hearing.** In addition to the statutory notice requirement set forth in Section 190.008(2)(a), the District hereby agrees to work in cooperation with the Osceola County Property Appraiser and Tax Collector to have notice of the date, time and places of the annual budget hearing placed on the TRIM Notice sent to each landowner in the District. In the event of any increase to assessments, each affected landowner will get notice of the proposed increase and date, place and time of public hearing to consider such increase. The District shall also post budget information on its Website, as noted in Section 3.03 above.

#### **ARTICLE IV ENHANCED IMPROVEMENTS AND INFRASTRUCTURE**

**Section 4.01. Acknowledgement of Enhanced Improvements and Infrastructure.** The District hereby acknowledges that the following District Enhancements, i.e., elements of enhanced infrastructure to be delivered by the Developer to the District for the benefit of the residents of the development, and will exceed the County's design standards or otherwise deliver infrastructure or services that would not, without the District, ordinarily be provided by the County:

- a. **Street Network Enhancements.** As acknowledged in the County Development Approvals, the street network is a central community element. It is anticipated the District Enhancements will include enhanced lighting, landscaping, benches, and multi-purpose pathways (where provided).
- b. **Enhanced Landscaping:** Trees at 1" greater diameter breast height ("DBH") than the County's minimum standards provide for as of the Effective Date. Significant landscaping enhancements have been provided and will be provided in the expansion area.
- c. **Enhanced Recreational Opportunities:** The District anticipates either the District or a homeowners association providing passive parks, active parks and other recreational spaces to District residents. Active park uses constructed and proposed includes: two clubhouses, two fitness centers, full service restaurant and bar, four pools, spa, lazy river, nine hole putt putt course, two water slides, splash pad, four playgrounds, canoe launch, grilling pavilions, sand volleyball, basketball, soccer, outdoor fitness stations and miles of multi-purpose pathways.
- d. **Maintenance of Enhancements.** All of the District Enhancements are expected to be ultimately owned and maintained by the District (or in some cases, a homeowners association), which relieves the County from maintenance obligations. This provides for an enhanced overall development and for the long-term maintenance of these enhancements by a government or statutory association.

## ARTICLE V MISCELLANEOUS PROVISIONS

**Section 5.01. Notices.** Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party or parties shall have been specified by written notice to the other party delivered in accordance herewith. The County notify the District that the County intends to elect to designate an individual within County staff (CDD Coordinator) as the recipient of all notices to be transmitted to the County as described in Article III herein. The District may deliver such notices to the CDD Coordinator by electronic

mail (email), hand delivery, certified mail, facsimile, or any other mutually acceptable method of delivery.

If to the County: County Attorney  
County Administration Building  
1 Courthouse Square  
Kissimmee, Florida 34741

If to the District: District Manager  
GMS – Central Florida  
135 W. Central Blvd  
Suite 320  
Orlando, Florida 32801

With Copy to: District Counsel  
Latham, Shuker, Eden & Beaudine, LLP  
111 North Magnolia Ave, Suite 1400  
Orlando, Florida 32801  
Attention: Jan A. Carpenter, Esq.

**Section 5.02. Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the County, the District, and their respective successors and assigns.

**Section 5.03. Filing and Recording.** The County Board and the District Board hereby authorize and direct, after execution of this Interlocal Agreement by the duly qualified and authorized officers of each of the parties hereto, that this Interlocal Agreement be filed with the Clerk of the Circuit Court of Osceola County, Florida, in accordance with the requirements of Section 163.01(11) of the Cooperation Act. The County shall record this Agreement in the Public Records of Osceola County, at the County's expense.

**Section 5.04. Applicable Law and Venue.** This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement, venue shall be solely in Osceola County, Florida.

**Section 5.05. Entire Agreement.** This instrument and its exhibits constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment, except changes in Chapter 189, 190 or any other Florida Law shall automatically amend this agreement.

**Section 5.06. Continued Effect; Remedies.** Notwithstanding anything herein to the contrary, no provision of this Interlocal Agreement shall be construed to affect, alter, or otherwise impair the District's power to impose, levy and collect Capital Assessments or assessments for operation and maintenance purposes and the failure of the District to comply

with or provide the enhanced disclosure or notices as described herein shall not in any manner render the Capital Assessments, the operation and maintenance assessments, or any of the proceedings related thereto ineffective; provided, however, that the District must comply with the additional notice requirement set forth in Section 3.03 hereof for its annual budget hearing to be considered effective. The County's sole remedy for the District's failure to perform in accordance with the terms of this Interlocal Agreement shall be an action for mandamus or specific performance, as applicable, by court order, to cause the District to comply with its obligations hereunder.

**Section 5.07. Effective Date.** This Interlocal Agreement shall become effective after its execution by the authorized representatives of both parties and upon the date of its filing with the Clerk of the Circuit Court of Osceola County, Florida. This Agreement shall also be recorded in the public records of the County to become a part of the title history of properties in the District.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on this date and year first above written.

BOARD OF COUNTY COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA

By: [Signature]  
Name: Fred Hawkins Jr  
Title: Chairman  
Interlocal Agreement with  
Shingle Creek Community  
Development District

ATTEST:

Name: Rachel Wildermuth  
Title: Deputy Clerk of Board

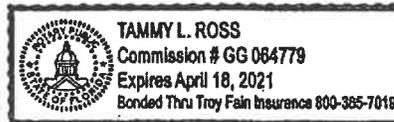
STATE OF FLORIDA )  
COUNTY OF OSCEOLA )

The foregoing instrument was acknowledged before me this 05 day of November 2018, by Fred Hawkins Jr and Rachel Wildermuth, as the Chairman and Deputy Clerk of Osceola County, Florida, and who have acknowledged that they executed the same on behalf of Osceola County, Florida and that each was authorized to do so. Each is personally known to me or has produced as identification.

In witness whereof, I hereunto set my hand and official seal.

[Signature]

Notary Public; State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_



SIGNATURE PAGE TO INTERLOCAL AGREEMENT

SHINGLE CREEK COMMUNITY  
DEVELOPMENT DISTRICT

ATTEST:

[Signature]  
Name: Mary Bissans

By: [Signature]  
Name: D. Lane Register  
Title: Chairman

STATE OF FLORIDA )  
COUNTY OF Osceola )

The foregoing instrument was acknowledged before me this 18th day of October 2018, by D. LANE REGISTER and Chairman, as the Chairman for the Shingle Creek Community Development District, and who have acknowledged that they executed the same on behalf of the Shingle Creek Community Development District and that each was authorized to do so. Each is personally known to me or has produced N/A as identification.

In witness whereof, I hereunto set my hand and official seal.



[Signature]  
Notary Public; State of Florida  
Print Name: Susan Finkbeiner  
My Commission Expires: 4/14/20  
My Commission No.: FF 962439

**EXHIBIT A**

**EXPANSION PROPERTY  
(Legal Description)**

A PARCEL OF LAND BEING A PORTION OF SECTION 12, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE RUN S00°14'56"E ALONG THE WEST LINE OF SAID SECTION 12, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH LINE OF STOREY LAKE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 23, PAGES 150-167 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN S89°56'47"E ALONG SAID SOUTH LINE, A DISTANCE OF 1334.36 FEET TO THE INTERSECTION WITH THE EAST LINE OF ST CENTER AT KISSIMMEE WEST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 17, PAGES 1 AND 2, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE CONTINUE S89°56'47"E ALONG SAID SOUTH LINE OF STOREY LAKE, A DISTANCE OF 822.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°56'47"E ALONG SAID SOUTH LINE OF STOREY LAKE, A DISTANCE OF 1803.98 FEET TO A POINT ON THE WEST LINE OF TRACT B, OF SAID STOREY LAKE; THENCE RUN S00°30'46"E ALONG SAID WEST LINE OF TRACT B, A DISTANCE OF 1,616.29 FEET TO THE NORTHEAST CORNER OF CLUB CORTILE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 17, PAGES 107-108 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN S89°57'56"W ALONG THE NORTH LINE OF SAID CLUB CORTILE, A DISTANCE OF 736.61 FEET TO THE NORTHWEST CORNER OF SAID CLUB CORTILE AND THE NORTHEAST CORNER OF SNOW WHITE VACATION VILLAGE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 169 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN S89°56'32"W ALONG THE NORTH LINE OF SAID SNOW WHITE VACATION VILLAGE, A DISTANCE OF 583.90 FEET TO THE NORTHWEST CORNER OF SAID SNOW WHITE VACATION VILLAGE AND A POINT ON THE WEST LINE OF SAM'S CLUB KISSIMMEE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGES 109-110 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN N00°34'25"W ALONG SAID EAST LINE, A DISTANCE OF 331.36 FEET TO THE NORTHEAST CORNER OF SAID SAM'S CLUB KISSIMMEE; THENCE RUN S89°51'53"W ALONG THE NORTH LINE OF SAID SAM'S CLUB KISSIMMEE AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 440.88 FEET; THENCE RUN N00°07'43"W, A DISTANCE OF 549.93 FEET; THENCE RUN S89°51'22"W, A DISTANCE OF 593.29 FEET TO A POINT ON THE EAST LINE OF AFORESAID ST CENTER AT KISSIMMEE WEST; THENCE RUN N00°52'35"E ALONG SAID EAST LINE, A DISTANCE OF 79.63 FEET TO A POINT ON THE BOUNDARY OF A FLORIDA DEPARTMENT OF

TRANSPORTATION EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2242, PAGE 128 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE SOUTH AND EAST LINE OF SAID EASEMENT THE FOLLOWING TWO (2) COURSES AND DISTANCES; THENCE RUN N89°49'10"E, A DISTANCE OF 549.45 FEET ; THENCE RUN N00°51'30"W, A DISTANCE OF 658.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 63.74 ACRES, MORE OR LESS.

# SECTION VII

**RESOLUTION 2019-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING THE PHASE I-3B PLAT; APPROVING THE DEDICATIONS CONTAINED IN THE PROPOSED PHASE I-3B PLAT; APPROVAL OF PRIOR ACTIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Shingle Creek Community Development District (“the District”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, Lennar Homes, LLC, a Florida limited liability company (the “Developer”) is the primary landowner and developer of certain real property located in Osceola County, Florida, known as Phase I-3B (hereinafter referred to as the “Phase I-3B”); and

**WHEREAS**, District owns or is anticipated to own certain parcels of real property within the Phase I-3B (the “District Property”) located in Osceola County, Florida; and

**WHEREAS**, the Osceola County requirements for the recordation of the Phase I-3B plat (the “Phase I-3B Plat”), attached hereto and incorporated herein by this reference as **EXHIBIT “A”** requires the District to consent to the dedications contained within said Plat; and

**WHEREAS**, the District additionally desires to approve a Letter of Consent to dedications in the Phase I-3B Plat, if necessary or so required by the County, approve the dedications contained in the Phase I-3B Plat, delegate authority to the District Staff, and approve all prior actions taken by the Board of Supervisors of the District and District staff regarding the Phase I-3B Plat.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. INCORPORATION OF RECITALS AND AUTHORITY.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Resolution. The Resolution is adopted pursuant to the provisions of Florida Law, including Chapter 170, 190 and 197, *Florida Statutes*.

**SECTION 2. APPROVAL OF LETTER OF CONSENT TO DEDICATIONS IN PROPOSED PHASE I-3B PLAT.** To the extent necessary or otherwise required by the County, The District hereby approves District Staff to draft, revise, finalize and transmit a Letter of Consent to Dedications in the Phase I-3B Plat evincing the District’s approval of the Phase I-3B Plat.

**SECTION 3. APPROVAL OF THE DEDICATIONS CONTAINED IN THE PROPOSED PHASE I-3B PLAT.** The District hereby approves the dedications contained in the Phase I-3B Plat.

**SECTION 4. AUTHORIZATION OF STAFF.** District Staff, including, but not limited to, District Counsel, the District Engineer and District Manager, are hereby authorized to execute any and all documents necessary to effectuate this Resolution, and to perform all other actions necessary to carry out the intent of this Resolution, as contemplated herein.

**SECTION 5. APPROVAL OF PRIOR ACTIONS.** All actions taken to date by members of the District Board of Supervisors and staff of the District in furtherance of the District's approval of the Letter of Consent to dedications in the Phase I-3B Plat and in furtherance of the District's approval of the dedications contained in the Phase I-3B Plat, as contemplated herein, are hereby approved, confirmed and ratified.

**SECTION 6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Shingle Creek Community Development District.

**PASSED AND ADOPTED** this \_\_\_\_th day of December, 2018.

*[SIGNATURES BELOW]*

**SIGNATURE PAGE TO RESOLUTION 2019-02  
SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT**

ATTEST:

**SHINGLE CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/ Assistant Secretary

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT "A"**

**PHASE I-3B Plat**

[SEE ATTACHED]

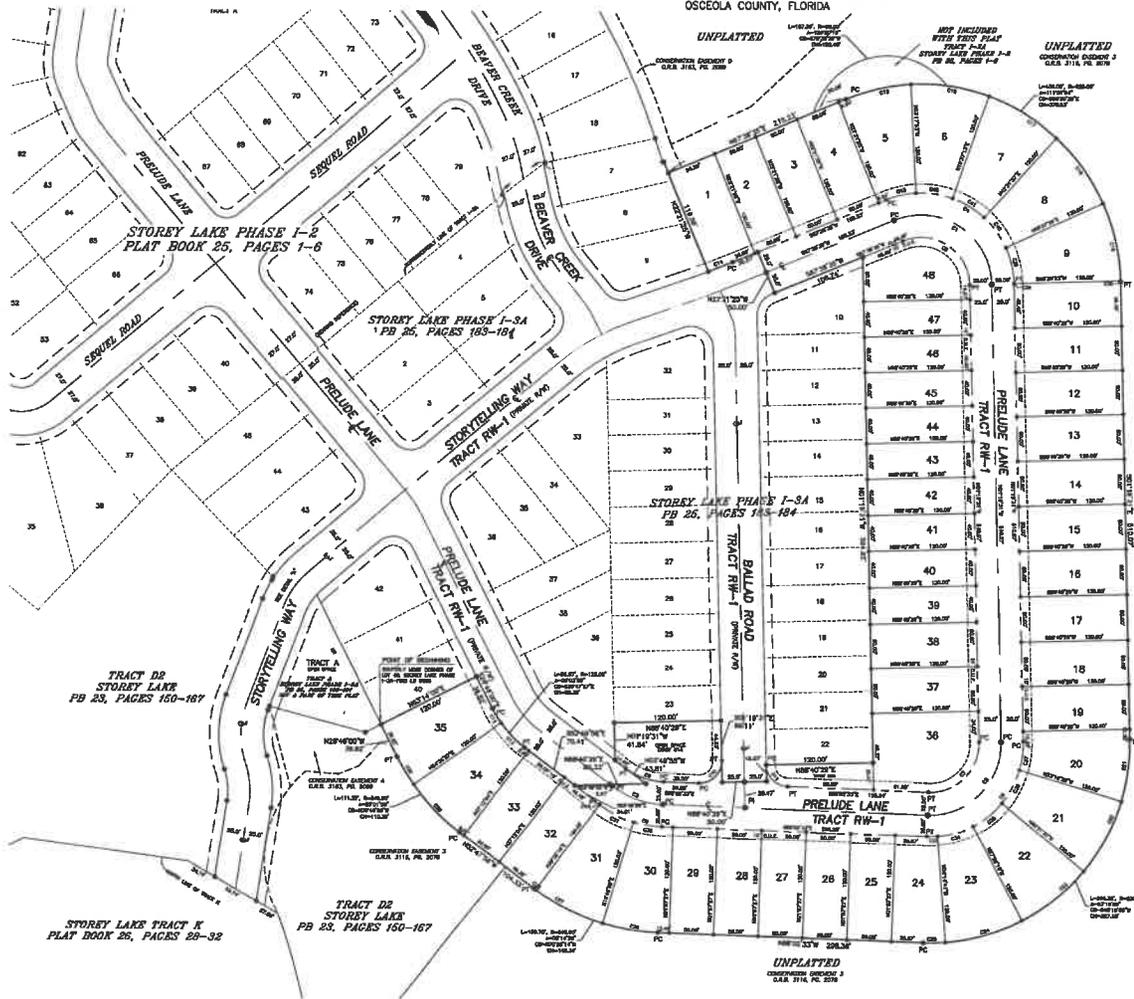




# STOREY LAKE PHASE I-3B

A REPLAT OF TRACTS 81A & 82A, STOREY LAKE PHASE I-3A, RECORDED IN PLAT BOOK 25, PAGES 183 AND 184, AND A PORTION OF TRACT D2, STOREY LAKE, RECORDED IN PLAT BOOK 23, PAGES 150-167, A PORTION OF TRACT I-2A, STOREY LAKE PHASE I-2, RECORDED IN PLAT BOOK 25, PAGES 1-6, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA

LOCATED IN SECTION 1, TOWNSHIP 25 SOUTH, RANGE 28 EAST  
OSCEOLA COUNTY, FLORIDA



CURVE TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	111°01'34"	80.00	153.07	N59°30'33"W	131.86
C2	089°18'58"	80.00	130.23	N49°18'58"E	114.33
C3	039°12'30"	100.00	61.49	S79°28'14"E	60.48
C4	111°01'34"	100.00	203.48	N59°30'33"W	173.16
C5	111°01'34"	80.00	106.58	N59°30'33"W	90.87
C6	089°18'58"	100.00	170.99	N49°18'58"E	152.08
C7	089°18'58"	50.00	88.34	N49°18'58"E	79.98
C8	039°12'30"	125.00	78.82	S79°28'14"E	78.81
C9	039°12'30"	75.00	48.08	S79°28'14"E	48.37
C10	089°18'58"	25.00	40.79	N49°18'58"E	38.30
C11	089°23'17"	25.00	37.78	S44°48'33"E	34.27
C12	089°23'17"	125.00	18.87	S31°03'31"E	18.86
C13	017°24'52"	125.00	39.69	S44°02'30"E	37.85
C14	001°12'17"	875.00	28.43	N89°42'30"E	28.43
C15	019°02'52"	225.00	74.81	S77°12'31"E	74.50
C16	022°50'04"	225.00	90.00	N81°30'30"E	89.48
C17	022°54'24"	225.00	88.85	N80°50'30"E	88.36
C18	022°50'41"	225.00	90.00	N39°00'30"E	89.48
C19	022°53'36"	225.00	80.18	N17°03'30"E	80.08
C20	000°39'04"	225.00	0.00	N01°27'04"W	0.00
C21	019°02'52"	225.00	70.80	N87°42'30"E	70.80
C22	022°50'04"	225.00	90.00	N81°11'02"E	89.48
C23	022°50'04"	225.00	90.00	N81°08'11"E	89.48
C24	023°02'28"	225.00	60.48	N76°04'37"E	60.87
C25	009°21'17"	225.00	24.98	N89°48'48"E	24.94
C26	01°44'21"	245.00	63.38	S89°37'55"E	63.21
C27	01°45'28"	245.00	64.48	S83°28'37"E	64.06
C28	009°38'48"	245.00	2.84	S83°07'30"E	2.86
C29	01°27'52"	245.00	74.32	S49°08'30"E	74.04
C30	008°38'00"	245.00	28.98	S37°06'31"E	28.88
C31	01°45'01"	125.00	43.08	S83°17'53"E	43.08
C32	01°45'01"	125.00	35.44	S87°28'28"E	35.30
C33	008°31'48"	100.00	11.89	N89°41'34"E	11.80
C34	002°31'00"	100.00	41.80	N72°30'42"E	41.63
C35	022°53'00"	100.00	42.00	N01°01'11"E	41.72
C36	022°57'00"	100.00	42.00	N81°11'02"E	41.72
C37	018°03'00"	100.00	33.00	N87°48'07"E	32.84
C38	000°15'00"	100.00	0.00	N01°27'04"W	0.00
C39	022°53'00"	100.00	42.00	N17°03'30"E	41.81
C40	022°55'47"	100.00	42.00	N39°00'30"E	41.74
C41	022°54'24"	100.00	41.80	N59°58'35"W	41.70
C42	022°53'00"	100.00	42.00	N41°18'20"W	41.72
C43	019°03'32"	100.00	34.83	S77°12'31"E	34.77
C44	000°39'07"	125.00	1.28	S83°07'30"E	1.28

SEE SHEET 1 OF 2 FOR NOTES AND LEGEND.



# SECTION VIII

# SECTION A

*This item will be provided under  
separate cover*

# SECTION B

*This item will be provided under  
separate cover*

# SECTION C

**RESOLUTION NO. 2019-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE PARTIALLY DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF SAID ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR NOTICE OF SAID PUBLIC HEARING; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors of the Shingle Creek Community Development District ("Board") hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain certain public infrastructure improvements referred to as the Capital Improvement Plan ("Capital Improvement Plan") described in the Shingle Creek Community Development District Engineer's Report dated \_\_\_\_\_ and attached hereto as Exhibit "A" and incorporated by reference (the "Engineer's Report"); and

**WHEREAS**, the Board has determined that the Shingle Creek Community Development District ("District") shall defray the cost of the Capital Improvement Plan by the levy of non-ad valorem special assessments pursuant on the properties within District in pursuant to Chapter 190, *Florida Statutes* ("Assessments"); and

**WHEREAS**, the District is empowered by Chapter 190, the Uniform Community Development District Act, Chapter 170, Supplemental Alternative Method of Making Local and Municipal Improvements, and Chapter 197, *Florida Statutes*, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy and collect the Assessments; and

**WHEREAS**, the District hereby determines that benefits will accrue to the property improved, the amount of those benefits, and that special assessments will be made in proportion to the benefits received as set forth in the Assessment Methodology for Shingle Creek Community Development District, dated \_\_\_\_\_ attached hereto as Exhibit "B" and incorporated by reference (the "Assessment Report") and on file at 135 West Central Boulevard, Suite 320, Orlando, Florida 32801("District Records Office"); and

**WHEREAS**, the District hereby determines that the Assessments to be levied will not exceed the benefits to the property improved.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT IN THE OSCEOLA COUNTY, FLORIDA:**

1. Assessments shall be levied to defray the cost of the Capital Improvement Plan.
2. The Board hereby approves and adopts the Engineer's Report, which may be amended from time to time by this Board.
3. The general nature of the Capital Improvement Plan is more specifically described in the Engineer's Report and in certain plans and specifications on file at the District Records Office.
4. The general location of the Capital Improvement Plan is shown in the Engineer's Report and in plans and specifications on file at the District Records Office.
5. The estimated cost of the Capital Improvement Plan is approximately \$\_\_\_\_\_ (hereinafter collectively referred to as the "Estimated Cost").
6. The Assessments will defray approximately \$\_\_\_\_\_ for the Capital Improvement Plan, which includes the Estimated Cost, plus financing related costs, capitalized interest and, debt service reserve.
7. The manner in which the Assessments shall be made is contained within the Assessment Report, which is attached hereto as Exhibit "B" and is also available at the District Records Office.
8. The Assessments shall be levied on all lots and lands within the District which are adjoining to, contiguous with or bounding and abutting upon the Capital Improvement Plan or specially benefited thereby and are further designated on the assessment plat referenced below.
9. There is on file at the District Records Office, an assessment plat showing the area to be assessed, together with plans and specifications describing the Capital Improvement Plan and the Estimated Cost, which shall be open to inspection by the public.
10. The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in Exhibit "B" hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which is hereby adopted and approved as the District's preliminary assessment roll.
11. Commencing with the year in which the Assessments are confirmed, the Assessments shall be paid in accordance with the Assessment Report, but in no event in more

than thirty annual installments payable at the same time and in the same manner as are ad-valorem taxes and as prescribed by Chapter 197, *Florida Statutes*; provided, however, that in the event the non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or the District determines not to utilize the provisions of Chapter 197, *Florida Statutes*, the Assessments may be collected as is otherwise permitted by law.

12. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the assessments or the making of the Capital Improvement Plan, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved.

13. The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within Osceola County and to provide such other notice as may be required by law or desired in the best interests of the District.

14. This Resolution shall become effective upon its passage.

15. Any capitalized terms used herein and not defined, shall have the meanings set forth in the Assessment Report.

**PASSED AND ADOPTED** this 10<sup>th</sup> day of December, 2018

**ATTEST:**

**SHINGLE CREEK COMMUNITY  
DEVELOPMENT DISTRICT**, a Florida  
community development district

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Secretary / Assistant Secretary

Name: \_\_\_\_\_  
Chairman / Vice Chairman

**Exhibit "A"**

Engineer's Report for Shingle Creek Community Development District  
dated \_\_\_\_\_

**Exhibit "B"**

Methodology for Shingle Creek Community Development District  
dated \_\_\_\_\_

# SECTION D

**RESOLUTION 2019-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON \_\_\_\_\_, 2019 AT \_\_\_\_\_ A.M./P.M. AT \_\_\_\_\_, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 197, 190, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

**WHEREAS**, the Shingle Creek Community Development District (the “District”) is a local unit of special-purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”); and

**WHEREAS**, the District has previously adopted Resolution 2019-03, entitled:

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE PARTIALLY DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF SAID ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR NOTICE OF SAID PUBLIC HEARING; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, in accordance with Resolution No. 2019-03, a preliminary assessment roll has been prepared and all other conditions precedent set forth in Chapter 170, 197 and 190, *Florida Statutes*, to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at 135 West Central Boulevard, Suite 320, Orlando, Florida 32801 (the “District Records Office”).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:**

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Resolution.

2. **DECLARATION OF PUBLIC HEARING.** The District hereby declares a public hearing to be held at \_\_\_\_\_, 2019, at \_\_\_\_\_ A.M./P.M. at the

\_\_\_\_\_ for the purpose of hearing comment and objection to the proposed special assessment program for community improvements as identified in the Assessment Methodology dated \_\_\_\_\_ (the "Assessment Report") attached hereto as **Exhibit "A"** and the preliminary assessment roll, available at the District Records Office. Affected parties may appear at the hearing or submit their comments in writing prior to the meeting to the attention of the District Manager at the District Records Office.

3. **ADVERTISING OF PUBLIC HEARING.** Notice of said hearing shall be advertised in accordance with Chapter 170, 190, and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper of general circulation within Orange County (by two publications one week apart with the last publication at least one week prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days' written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Records Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

4. **SEVERABILITY.** If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

5. **CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

6. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**SIGNATURE PAGE FOR RESOLUTION 2019-04**

**ADOPTED** this 10<sup>th</sup> day of December, 2018.

**SHINGLE CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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Chairperson or Vice Chairperson,  
Board of Supervisors

Attest:

---

Its: Secretary

**EXHIBIT "A"**

**ASSESSMENT REPORT**

**Assessment Methodology for Shingle Creek Community Development District**  
(dated \_\_\_\_\_)

*[ATTACHED ON FOLLOWING PAGES]*

# SECTION IX

# SECTION C

# SECTION 1

# Shingle Creek Community Development District

## Summary of Checks

September 25, 2018 to October 29, 2018

Bank	Date	Check #	Amount
General Fund	9/25/18	251	\$ 5,000.00
	9/27/18	252-253	\$ 13,896.29
	10/2/18	254-255	\$ 4,190.00
	10/5/18	256	\$ 3,776.93
	10/16/18	257-258	\$ 12,043.00
	10/25/18	259	\$ 175.00
			<hr/>
			\$ 39,081.22
			<hr/>
			<b>\$ 39,081.22</b>

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
9/25/18	00011	9/21/18	68	201809 300-15500-10000 FY19 ASSESSMENT ROLL CERT	GOVERNMENTAL MANAGEMENT SERVICES	*	5,000.00	5,000.00	000251
9/27/18	00014	9/26/18	8376	201805 320-53800-46300 LCR SITE INSPECT/VEG.MNT		*	2,000.00		
		9/26/18	8376A	201809 320-53800-46300 LCR SITE INSPECT/VEG.MNT		*	2,000.00		
		9/26/18	8376A	201809 320-53800-46300 TREAT NUISANCE/VEG.	AUSTIN ENVIRONMENTAL CONSULTANTS	*	8,000.00	12,000.00	000252
9/27/18	00016	9/20/18	82631	201808 310-51300-31500 CDD MTG/PET.REV/EXPAND	LATHAM, SHUKER, EDEN & BEAUDINE	*	1,896.29	1,896.29	000253
10/02/18	00007	10/01/18	29381	201810 320-53800-47000 WATERWAY MAINT 3 PONDS	AQUATIC WEED CONTROL, INC.	*	840.00	840.00	000254
10/02/18	00020	10/04/18	121210	201809 310-51300-31100 REV.PROJ.STATUS/BOND/CDD	FRANKLIN SURVEYING & MAPPING INC.	*	3,350.00	3,350.00	000255
10/05/18	00011	10/01/18	69	201810 310-51300-34000 MANAGEMENT FEES-OCT18		*	2,789.58		
		10/01/18	69	201810 310-51300-35200 INFORMATION TECH-OCT18		*	50.00		
		10/01/18	69	201810 310-51300-31300 DISSEMINATION FEES-OCT18		*	291.67		
		10/01/18	69	201810 310-51300-51000 OFFICE SUPPLIES		*	.27		
		10/01/18	69	201810 310-51300-42000 POSTAGE		*	4.66		
		10/01/18	69	201810 310-51300-42500 COPIES		*	15.75		
		10/01/18	70	201810 320-53800-12000 FIELD MANAGEMENT-OCT18	GOVERNMENTAL MANAGEMENT SERVICES	*	625.00	3,776.93	000256
10/16/18	00023	10/10/18	12704	201810 320-53800-46200 MTHLY MNT-OCT18-PHASEI		*	6,116.00		
		10/10/18	12704	201810 320-53800-46200 MTHLY MNT-OCT18-PHASEII		*	1,423.00		
		10/10/18	12704	201810 320-53800-46200 MTHLY MNT-OCT18-AREA1		*	350.00		

SHIN SHINGLE CREEK TVISCARRA

\*\*\* CHECK DATES 09/25/2018 - 10/29/2018 \*\*\*

GENERAL FUND  
BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
10/10/18		12704	201810 320-53800-46200		*	1,150.00	
			MTHLY MNT-OCT18-ADD-PHP2				
10/10/18		12704	201810 320-53800-46200		*	2,739.58	
			MTHLY MNT-OCT18-ADD-AREA				
-----							
				DOWN TO EARTH LAWCARE II, INC			11,778.58 000257
10/16/18	00013	9/30/18 14821290	201809 310-51300-48000		*	264.42	
			NOT.OF FY19 MEETING DATES				
				ORLANDO SENTINEL			264.42 000258
10/25/18	00008	10/01/18 72474	201810 310-51300-54000		*	175.00	
			FY19 SPECIAL DISTRICT FEE				
				DEPARTMENT OF ECONOMIC OPPORTUNITY			175.00 000259
-----							
						TOTAL FOR BANK A	39,081.22
						TOTAL FOR REGISTER	39,081.22

SHIN SHINGLE CREEK TVISCARRA

# Shingle Creek Community Development District

## Summary of Checks

October 29, 2018 to November 26, 2018

Bank	Date	Check #	Amount	
General Fund	11/2/18	260-262	\$	4,322.00
	11/9/18	263	\$	3,660.00
	11/15/18	264-265	\$	15,570.46
			\$	23,552.46
			\$	<b>23,552.46</b>

\*\*\* CHECK DATES 10/29/2018 - 11/26/2018 \*\*\*

GENERAL FUND  
BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
11/02/18	00007	11/01/18 30402	201811 320-53800-47000	WATERWAY MAINT 3 PONDS	*	840.00	
							840.00 000260
AQUATIC WEED CONTROL, INC.							
11/02/18	00023	8/15/18 13317	201808 320-53800-46100	RMV/INST. PALM/MAGNOLIA	*	1,650.00	
		8/31/18 12125	201808 320-53800-46400	NOZZLE/SPRAY/COUPLNG/FITT	*	422.55	
DOWN TO EARTH LAWCARE II, INC							2,072.55 000261
11/02/18	00016	10/17/18 82975	201809 310-51300-31500	EXPANSION PETITION LCR	*	1,409.45	
LATHAM, SHUKER, EDEN & BEAUDINE							1,409.45 000262
11/09/18	00020	11/01/18 121341	201809 310-51300-31100	BOND PAYMENTS/REQ.	*	2,700.00	
		11/01/18 121341A	201810 310-51300-31100	ATTND.MTG/SITE INSPECTION	*	960.00	
FRANKLIN SURVEYING & MAPPING INC.							3,660.00 000263
11/15/18	00023	11/10/18 19746	201811 320-53800-46200	MTHLY MNT-NOV18-PHASEI	*	6,116.00	
		11/10/18 19746	201811 320-53800-46200	MTHLY MNT-NOV18-PHASEII	*	1,423.00	
		11/10/18 19746	201811 320-53800-46200	MTHLY MNT-NOV18-AREA1	*	350.00	
		11/10/18 19746	201811 320-53800-46200	MTHLY MNT-NOV18-ADD-PH2P2	*	1,150.00	
		11/10/18 19746	201811 320-53800-46200	MTHLY MNT-NOV18-ADD-PH3	*	2,739.58	
DOWN TO EARTH LAWCARE II, INC							11,778.58 000264
11/15/18	00011	11/01/18 71	201811 310-51300-34000	MANAGEMENT FEES-NOV18	*	2,789.58	
		11/01/18 71	201811 310-51300-35200	INFORMATION TECH-NOV18	*	50.00	
		11/01/18 71	201811 310-51300-31300	DISSEMINATION-NOV18	*	291.67	
		11/01/18 71	201811 310-51300-51000	OFFICE SUPPLIES	*	.51	
		11/01/18 71	201811 310-51300-42000	POSTAGE	*	22.99	
		11/01/18 71	201811 310-51300-42500	COPIES	*	5.70	
		11/01/18 71	201811 310-51300-41000	TELEPHONE	*	6.43	

SHIN SHINGLE CREEK TVISCARRA

AP300R

\*\*\* CHECK DATES 10/29/2018 - 11/26/2018 \*\*\*

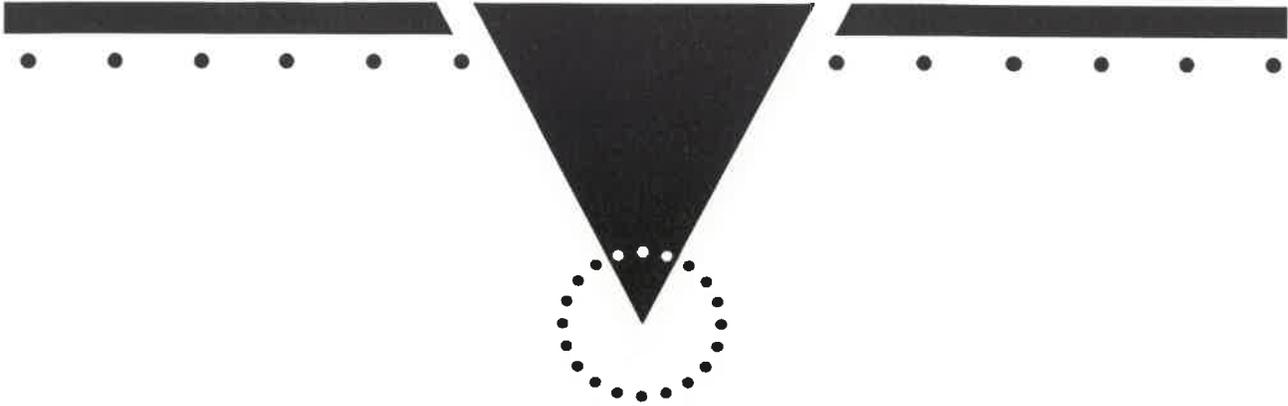
YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER  
GENERAL FUND  
BANK A GENERAL FUND

RUN 11/26/18

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
11/01/18	72		201811 320-53800-12000 FIELD MANAGEMENT-NOV18	GOVERNMENTAL MANAGEMENT SERVICES	*	625.00	
							3,791.88 000265
TOTAL FOR BANK A						23,552.46	
TOTAL FOR REGISTER						23,552.46	

SHIN SHINGLE CREEK TVISCARRA

## SECTION 2



**Shingle Creek  
Community Development District**

**Unaudited Financial Reporting**

**October 31, 2018**



# Table of Contents

1	<u>Balance Sheet</u>
2	<u>General Fund Income Statement</u>
3	<u>Debt Service Income Statement</u>
4	<u>Capital Projects Income Statement</u>
5	<u>Month to Month</u>
6	<u>Long Term Debt Summary</u>
7	<u>FY19 Assessment Receipt Schedule</u>
8-10	<u>Series 2015 Construction Schedule</u>

**Shingle Creek**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**BALANCE SHEET**  
**October 31, 2018**

	General Fund	Debt Service Fund	Capital Projects Fund	Totals 2019
<b><u>ASSETS:</u></b>				
<b><u>CASH</u></b>				
OPERATING ACCOUNT - SUNTRUST	\$308,154	---	---	\$308,154
<b><u>INVESTMENTS</u></b>				
SERIES 2015				
RESERVE	---	\$717,802	---	\$717,802
REVENUE	---	\$17,687	---	\$17,687
INTEREST	---	\$530,002	---	\$530,002
SINKING FUND	---	\$370,000	---	\$370,000
CONSTRUCTION	---	---	\$10,771	\$10,771
DUE FROM DEVELOPER	\$3,400	---	---	\$3,400
DUE FROM GENERAL FUND	---	\$8,009	---	\$8,009
<b>TOTAL ASSETS</b>	<b><u>\$311,554</u></b>	<b><u>\$1,643,499</u></b>	<b><u>\$10,771</u></b>	<b><u>\$1,965,824</u></b>
<b><u>LIABILITIES:</u></b>				
ACCOUNTS PAYABLE	\$7,142	---	---	\$7,142
DUE TO DEBT SERVICE	\$8,009	---	---	\$8,009
<b><u>FUND EQUITY:</u></b>				
FUND BALANCES:				
RESTRICTED FOR DEBT SERVICE 2015	---	\$1,643,499	---	\$1,643,499
RESTRICTED FOR CAPITAL PROJECTS 2015	---	---	\$10,771	\$10,771
UNASSIGNED	\$296,403	---	---	\$296,403
<b>TOTAL LIABILITIES &amp; FUND EQUITY</b>	<b><u>\$311,554</u></b>	<b><u>\$1,643,499</u></b>	<b><u>\$10,771</u></b>	<b><u>\$1,965,824</u></b>

# Shingle Creek

## COMMUNITY DEVELOPMENT DISTRICT

### GENERAL FUND

#### Statement of Revenues & Expenditures

For The Period Ending October 31, 2018

	ADOPTED BUDGET	PRORATED BUDGET THRU 10/31/18	ACTUAL THRU 10/31/18	VARIANCE
<b>REVENUES:</b>				
ASSESSMENTS - TAX ROLL	\$377,073	\$0	\$0	\$0
DEVELOPER CONTRIBUTION	\$36,508	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b>\$413,581</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXPENDITURES:</b>				
<b>ADMINISTRATIVE:</b>				
ENGINEERING	\$25,000	\$2,083	\$960	\$1,123
ATTORNEY	\$40,000	\$3,333	\$0	\$3,333
ARBITRAGE	\$650	\$0	\$0	\$0
DISSEMINATION	\$3,500	\$292	\$292	(\$0)
ANNUAL AUDIT	\$6,500	\$0	\$0	\$0
TRUSTEE FEES	\$3,500	\$0	\$0	\$0
ASSESSMENT ADMINISTRATION MANAGEMENT FEES	\$5,000	\$5,000	\$5,000	\$0
INFORMATION TECHNOLOGY	\$33,475	\$2,790	\$2,790	\$0
TELEPHONE	\$600	\$50	\$50	\$0
POSTAGE	\$200	\$17	\$0	\$17
TRAVEL PER DIEM	\$500	\$42	\$5	\$37
PRINTING & BINDING	\$250	\$21	\$0	\$21
INSURANCE	\$500	\$42	\$16	\$26
LEGAL ADVERTISING	\$10,000	\$10,000	\$8,930	\$1,070
OTHER CURRENT CHARGES	\$2,500	\$208	\$0	\$208
OFFICE SUPPLIES	\$300	\$25	\$0	\$25
PROPERTY APPRAISER	\$200	\$17	\$0	\$16
DUES, LICENSES & SUBSCRIPTIONS	\$500	\$0	\$0	\$0
	\$175	\$175	\$175	\$0
<b>FIELD:</b>				
FIELD SERVICES	\$7,500	\$625	\$625	\$0
UTILITIES	\$12,000	\$1,000	\$724	\$276
LANDSCAPE MAINTENANCE	\$174,851	\$14,571	\$11,779	\$2,792
LANDSCAPE CONTINGENCY	\$10,000	\$833	\$0	\$833
PROPERTY INSURANCE	\$6,300	\$6,300	\$5,723	\$577
LONDON CREEK RANCH MAINTENANCE	\$30,000	\$2,500	\$0	\$2,500
LAKE MAINTENANCE	\$12,080	\$1,007	\$840	\$167
LAKE CONTINGENCY	\$5,000	\$417	\$0	\$417
DRAINAGE R&M	\$5,000	\$417	\$0	\$417
IRRIGATION REPAIRS	\$2,500	\$208	\$0	\$208
LIGHTING MAINTENANCE	\$5,000	\$417	\$0	\$417
REPAIRS & MAINTENANCE	\$5,000	\$417	\$0	\$417
CONTINGENCY	\$5,000	\$417	\$0	\$417
<b>TOTAL EXPENDITURES</b>	<b>\$413,581</b>	<b>\$53,221</b>	<b>\$37,907</b>	<b>\$15,314</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>		<b>(\$37,907)</b>	
<b>FUND BALANCE - BEGINNING</b>	<b>\$0</b>		<b>\$334,310</b>	
<b>FUND BALANCE - ENDING</b>	<b>\$0</b>		<b>\$296,403</b>	

# Shingle Creek

## COMMUNITY DEVELOPMENT DISTRICT

### SERIES 2015

### DEBT SERVICE FUND

#### Statement of Revenues & Expenditures

For The Period Ending October 31, 2018

	ADOPTED BUDGET	PRORATED BUDGET THRU 10/31/18	ACTUAL THRU 10/31/18	VARIANCE
<b>REVENUES:</b>				
ASSESSMENTS - TAX ROLL	\$1,433,611	\$0	\$0	\$0
INTEREST	\$0	\$0	\$2,393	\$2,393
<b>TOTAL REVENUES</b>	<b>\$1,433,611</b>	<b>\$0</b>	<b>\$2,393</b>	<b>\$2,393</b>
<b>EXPENDITURES:</b>				
INTEREST - 11/1	\$530,002	\$0	\$0	\$0
PRINCIPAL - 11/1	\$370,000	\$0	\$0	\$0
INTEREST - 05/1	\$523,296	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$1,423,298</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$10,313</b>		<b>\$2,393</b>	
<b>FUND BALANCE - BEGINNING</b>	<b>\$928,041</b>		<b>\$1,641,106</b>	
<b>FUND BALANCE - ENDING</b>	<b>\$938,354</b>		<b>\$1,643,499</b>	

# Shingle Creek

## COMMUNITY DEVELOPMENT DISTRICT

### SERIES 2015

### CAPITAL PROJECTS FUND

#### Statement of Revenues & Expenditures

For The Period Ending October 31, 2018

	ADOPTED BUDGET	PRORATED BUDGET THRU 10/31/18	ACTUAL THRU 10/31/18	VARIANCE
<b><u>REVENUES:</u></b>				
INTEREST	\$0	\$0	\$19	\$19
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$19</b>	<b>\$19</b>
<b><u>EXPENDITURES:</u></b>				
CAPITAL OUTLAY	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>		<b>\$19</b>	
<b>FUND BALANCE - BEGINNING</b>	<b>\$0</b>		<b>\$10,752</b>	
<b>FUND BALANCE - ENDING</b>	<b>\$0</b>		<b>\$10,771</b>	

**Shingle Creek  
Community Development District**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
<b>REVENUES:</b>													
ASSESSMENTS - TAX ROLL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DEVELOPER CONTRIBUTIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXPENDITURES:</b>													
<b>ADMINISTRATIVE:</b>													
ENGINEERING	\$960	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$960
ATTORNEY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ARBITRAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DISSEMINATION	\$292	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$292
ANNUAL AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRUSTEE FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ASSESSMENT ADMINISTRATION	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
MANAGEMENT FEES	\$2,790	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,790
INFORMATION TECHNOLOGY	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POSTAGE	\$5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5
TRAVEL PER DIEM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PRINTING & BINDING	\$16	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16
INSURANCE	\$8,930	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,930
LEGAL ADVERTISING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OTHER CURRENT CHARGES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OFFICE SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROPERTY APPRAISER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
<b>FIELD:</b>													
FIELD SERVICES	\$625	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$625
UTILITIES	\$724	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$724
LANDSCAPE MAINTENANCE	\$11,779	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,779
LANDSCAPE CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROPERTY INSURANCE	\$5,723	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,723
LONDON CREEK RANCH MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LAKE MAINTENANCE	\$840	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$840
LAKE CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DRAINAGE R&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IRRIGATION REPAIRS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LIGHTING MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REPAIRS & MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$37,907</b>	<b>\$0</b>	<b>\$37,907</b>										
<b>EXCESS REVENUES/(EXPENDITURES)</b>	<b>(\$37,907)</b>	<b>\$0</b>	<b>(\$37,907)</b>										

**Shingle Creek**  
**COMMUNITY DEVELOPMENT DISTRICT**

**LONG TERM DEBT REPORT**

<b>SERIES 2015, SPECIAL ASSESSMENT REVENUE BONDS</b>	
INTEREST RATE:	3.625%, 4.500%, 5.125%, 5.400%
MATURITY DATE:	11/1/2045
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$716,689
RESERVE FUND BALANCE	\$717,802
BONDS OUTSTANDING - 9/30/15	\$21,465,000
LESS: PRINCIPAL PAYMENT 11/1/16	(\$345,000)
LESS: PRINCIPAL PAYMENT 11/1/17	(\$360,000)
<b>CURRENT BONDS OUTSTANDING</b>	<b>\$20,760,000</b>



**Shingle Creek  
Community Development District  
Special Assessment Bonds, Series 2015**

Date	Requisition #	Contractor	Description	Requisition
<b>Fiscal Year 2015</b>				
8/5/15	2	Lennar Corporation	Acquisition of Infrastructure	\$ 4,969,742.47
<b>TOTAL</b>				<b>\$ 4,969,742.47</b>
<b>Fiscal Year 2015</b>				
6/1/15		Interest		\$ 117.39
7/1/15		Interest		\$ 1,141.79
8/1/15		Interest		\$ 1,308.61
9/1/15		Interest		\$ 939.90
<b>TOTAL</b>				<b>\$ 3,507.69</b>
<b>Acquisition/Construction Fund at 5/28/15</b>				<b>\$ 19,800,000.00</b>
<b>Interest Earned thru 9/30/15</b>				<b>\$ 3,507.69</b>
<b>Requisitions Paid thru 9/30/15</b>				<b>\$ (4,969,742.47)</b>
<b>Remaining Acquisition/Construction Fund</b>				<b>\$ 14,833,765.22</b>

**Footnote: Requisition 1 paid through COI trust account.**

Date	Requisition #	Contractor	Description	Requisition
<b>Fiscal Year 2016</b>				
10/2/15	3	Billing, Cochran, Lyles, Mauro & Ramsey	Bond Related Legal Admin & Construction Services	\$ 7,249.05
10/2/15	4	Franklin, Hart & Reid	Survey, Bonds & Reimbursements through 9/1/15	\$ 4,868.75
10/26/15	5	Franklin, Hart & Reid	Bonds & Reimbursement through 10/7/15	\$ 7,010.00
11/12/15	6	Franklin, Hart & Reid	Construction Documents through 10/20/15	\$ 16,800.00
11/12/15	7	Lennar Corporation	Construction Reimbursement through 8/31/15	\$ 2,134,772.82
10/13/16	8	Franklin, Hart & Reid	CIP Plans & Budget/Reimbursement thru 8/26/16	\$ 1,125.00
<b>TOTAL</b>				<b>\$ 2,171,825.62</b>
<b>Fiscal Year 2016</b>				
10/1/15		Interest		\$ 121.93
11/1/15		Interest		\$ 125.89
12/1/15		Interest		\$ 110.58
1/1/16		Interest		\$ 669.03
2/1/16		Interest		\$ 1,724.86
3/1/16		Interest		\$ 2,062.11
4/1/16		Interest		\$ 2,417.37
5/1/16		Interest		\$ 2,423.00
6/1/16		Interest		\$ 2,603.24
7/1/16		Interest		\$ 2,680.56
8/1/16		Interest		\$ 2,673.20
9/1/16		Interest		\$ 2,767.00
<b>TOTAL</b>				<b>\$ 20,378.77</b>
<b>Acquisition/Construction Fund at 10/1/16</b>				<b>\$ 14,833,765.22</b>
<b>Interest Earned thru 9/30/16</b>				<b>\$ 20,378.77</b>
<b>Requisitions Paid thru 9/30/16</b>				<b>\$ (2,171,825.62)</b>
<b>Remaining Acquisition/Construction Fund</b>				<b>\$ 12,682,318.37</b>

**Footnote: Requisitions 3-5 & 7 accrued in FY15**

**Shingle Creek  
Community Development District  
Special Assessment Bonds, Series 2015**

Date	Requisition #	Contractor	Description	Requisition
<b>Fiscal Year 2017</b>				
3/3/17	9	Lennar Corporation	Reimbursement of Storey Lake Blvd. Ph 2 Costs	\$ 836,192.94
8/18/17	10	Franking Surveying & Mapping Inc.	Inv#119971, 120026 & 120155 - Review SL Ph2 Reim.	\$ 6,372.50
8/18/17	11	Franking Surveying & Mapping Inc.	Inv#120210 - 2016-2017 Reimb. Analysis & Review	\$ 2,275.00
8/18/17	12	Lennar Corporation	Reimbursement of Storey Lake Blvd. Tract 1 Ph 1 & 2 Costs	\$ 5,386,076.19
8/18/17	13	KPM Franklin	Inv#120239 - Review of Storey Lake Reimbursements	\$ 7,700.00
<b>TOTAL</b>				<b>\$ 6,238,616.63</b>
<b>Fiscal Year 2017</b>				
10/1/16		Interest		\$ 2,801.29
11/1/16		Interest		\$ 2,873.66
12/1/16		Interest		\$ 2,870.92
1/1/17		Interest		\$ 3,647.87
2/1/17		Interest		\$ 4,545.84
3/1/17		Interest		\$ 4,345.66
4/1/17		Interest		\$ 5,108.09
5/1/17		Interest		\$ 5,813.08
6/1/17		Interest		\$ 6,347.31
7/1/17		Interest		\$ 7,239.72
8/1/17		Interest		\$ 8,589.50
9/1/17		Interest		\$ 7,075.16
<b>TOTAL</b>				<b>\$ 61,258.10</b>
<b>Acquisition/Construction Fund at 10/1/16</b>				<b>\$ 12,682,318.37</b>
<b>Interest Earned thru 9/30/17</b>				<b>\$ 61,258.10</b>
<b>Requisitions Paid thru 9/30/17</b>				<b>\$ (6,238,616.63)</b>
<b>Remaining Acquisition/Construction Fund</b>				<b>\$ 6,504,959.84</b>

Date	Requisition #	Contractor	Description	Requisition
<b>Fiscal Year 2018</b>				
1/29/18	14	KPM Franklin	Inv#120578 - Services related to Lennar reimbursement #5	\$ 6,300.00
3/6/18	15	Lennar Corporation	Reimbursement #5 for Storey Lake	\$ 3,055,535.89
3/6/18	17	KPM Franklin	Inv#120608 - Services related to Lennar reimbursement #5	\$ 3,062.50
5/16/18	18	KPM Franklin	Inv#120746 - Services related to property expansion	\$ 2,992.50
5/16/18	19	KPM Franklin	Inv#120687 - Services related to Lennar reimbursement #5	\$ 3,062.50
5/25/18	20	KPM Franklin	Inv#120839 - Services related to Lennar reimbursement #6	\$ 4,522.50
7/31/18	21	Lennar Corporation	Reimbursement #6 for Storey Lake	\$ 3,472,433.75
9/6/18	22	KPM Franklin	Inv#120931 - Services related to Lennar reimbursement #6	\$ 2,975.00
<b>TOTAL</b>				<b>\$ 6,550,884.64</b>
<b>Fiscal Year 2018</b>				
10/1/17		Interest		\$ 4,835.74
11/1/17		Interest		\$ 5,242.63
12/1/17		Interest		\$ 5,080.64
1/1/18		Interest		\$ 5,934.33
2/1/18		Interest		\$ 6,621.83
3/1/18		Interest		\$ 6,207.86
4/1/18		Interest		\$ 4,611.53
5/1/18		Interest		\$ 4,415.24
6/1/18		Interest		\$ 4,769.92
7/1/18		Interest		\$ 4,896.61
8/1/18		Interest		\$ 5,135.19
9/1/18		Interest		\$ 22.50
<b>TOTAL</b>				<b>\$ 57,774.02</b>
<b>Acquisition/Construction Fund at 10/1/17</b>				<b>\$ 6,504,959.84</b>
<b>Interest Earned thru 9/30/18</b>				<b>\$ 57,774.02</b>
<b>Requisitions Paid thru 9/30/18</b>				<b>\$ (6,550,884.64)</b>
<b>Remaining Acquisition/Construction Fund</b>				<b>\$ 11,849.22</b>

**Shingle Creek  
Community Development District  
Special Assessment Bonds, Series 2015**

<b>Date</b>	<b>Requisition #</b>	<b>Contractor</b>	<b>Description</b>	<b>Requisition</b>
<b>Fiscal Year 2019</b>				
10/16/18	23	KPM Franklin	Inv# 121113 - Lenanr Reimbursment & Completion of Survey	\$ 960.00
10/16/18	24	KPM Franklin	Inv# 121199 - Certification of Requisition #21	\$ 137.50
<b>TOTAL</b>				<b>\$ 1,097.50</b>
<b>Fiscal Year 2019</b>				
10/1/18		Interest		\$ 18.98
<b>TOTAL</b>				<b>\$ 18.98</b>
<b>Acquisition/Construction Fund at 9/30/18</b>				<b>\$ 11,849.22</b>
<b>Interest Earned thru 10/31/18</b>				<b>\$ 18.98</b>
<b>Requisitions Paid thru 10/31/18</b>				<b>\$ (1,097.50)</b>
<b>Remaining Acquisition/Construction Fund</b>				<b>\$ 10,770.70</b>