

*Shingle Creek
Community Development District*

Agenda

March 1, 2021

AGENDA

Shingle Creek

Community Development District

219 E. Livingston Street, Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

February 22, 2021

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, March 1, 2021 at 12:00 p.m. at the Oasis Club at ChampionsGate, 1520 Oasis Club Blvd., ChampionsGate, FL 33896.** Following is the advance agenda for the regular meeting:

1. Roll Call
2. Public Comment Period
3. Organizational Matters
 - A. Appointment of Individuals to Fulfill Vacancies in Seats #4 & #5
 - B. Administration of Oaths of Office to Newly Appointed Board Members
 - C. Election of Officers
 - D. Consideration of Resolution 2021-04 Electing Officers
4. Approval of Minutes of the February 1, 2021 Meeting
5. Ratification of E-Verify Memorandum of Understanding
6. Consideration of Right of Entry Agreement with Osceola County
7. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
8. Other Business
9. Supervisor's Requests
10. 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 the Organizational Matters. Section A is the appointment of individuals to fulfill vacancies in Seats #4 & #5 and Section B is the administration of the Oaths of Office to the newly appointed Board members. There is no back-up material. Section C is the election of officers and Section D is the consideration of Resolution 2021-04 electing officers. A copy of the Resolution is enclosed for your review.

The fourth order of business is the approval of minutes of the February 1, 2021 meeting. The minutes are enclosed for your review.

The fifth order of business is the ratification of the E-Verify Memorandum of Understanding. A copy of the MOU is enclosed for your review.

The sixth order of business is the consideration of the Right of Entry Agreement with Osceola County related to a stormwater pond within The Hamlets. A copy of the agreement and corresponding exhibits is enclosed for your review.

The seventh order of business is Staff Reports. Sub-Section 1 of the District Manager's Report includes the check register being submitted for approval and Sub-Section 2 includes the balance sheet and income statement for 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
David Reid, District Engineer
Darrin Mossing, GMS

Enclosures

SECTION III

SECTION D

RESOLUTION 2021-04

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 1st day of March, 2021.

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, February 1, 2021 at 12:00 p.m. at the Oasis Club at ChampionsGate 1520 Oasis Club Blvd. ChampionsGate, FL.

Present and constituting a quorum were:

Rob Bonin	Chairman
Adam Morgan	Vice Chairman
Mark Revell	Assistant Secretary

Also present were:

George Flint	District Manager
Kristen Trucco	District Counsel
David Reid	District Engineer
Alan Scheerer	Field Manager

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order and called the roll. Three Board members were present, constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Flint: There are no members of the public here to provide comment.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Appointment of Individuals to Fulfill Vacancies in Seats #4 & #5

Mr. Flint: Were we going to reorganize the Board? Were we going to take Joe off and replace him?

Mr. Morgan: We had talked about it but I don't think we are. I probably forgot to come up with new members, Rob.

Mr. Flint: We will defer this item then.

Mr. Morgan: We still have Lane, so as soon as Lane comes back we are fine.

- B. Administration of Oaths of Office to Newly Appointed Board Member**
- C. Election of Officers**
- D. Consideration of Resolution 2021-04 Electing Officers**

FOURTH ORDER OF BUSINESS

Approval of Minutes of the November 2, 2020 Board of Supervisors Meeting and Acceptance of Minutes of the November 2, 2020 Landowners' Meeting

Mr. Flint: You have the November 2, 2020 Board meeting minutes and the November 2, 2020 Landowner meeting minutes. Did the Board have any comments, corrections, or changes to either set of minutes?

Mr. Morgan: I reviewed the minutes and they look fine. I make a motion to accept both sets of minutes.

On MOTION by Mr. Morgan seconded by Mr. Revell, with all in favor, the Minutes of the November 2, 2020 Board of Supervisors Meeting and Acceptance of Minutes of the November 2, 2020 Landowners' Meeting, were approved.

FIFTH ORDER OF BUSINESS

Ratification of Data Sharing and Usage Agreement with Osceola County Property Appraiser

Mr. Flint: Are there any questions about ratifying the Data Sharing and Usage Agreement? Hearing none,

On MOTION by Mr. Morgan seconded by Mr. Revell, with all in favor, the Data Sharing and Usage Agreement with Osceola County Property Appraiser, was ratified.

SIXTH ORDER OF BUSINESS

Consideration of Agreement with Aquatic Weed Control, Inc. to Provide Aquatic Maintenance Services

Mr. Scheerer: Included in the agenda package in the agreement with Aquatic Weed Control for maintenance services. Rob contacted me a few weeks back about trying to get this sprayed out. We already have a current agreement with the same vendor, and they are asking for \$35/month to add a small pond. The map is included in your agenda package for reference. Are there any questions on the agreement? We will want to approve it subject to incorporation of the E-Verify language.

On MOTION by Mr. Morgan seconded by Mr. Revell, with all in favor, the Agreement with Aquatic Weed Control, Inc. to Provide Aquatic Maintenance Services with E-Verify language included, was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2021-03 Ratifying Enrollment in E-Verify System and Execution of the Memorandum of Understanding

Mr. Flint: Resolution 2021-03 ratifies the action of enrolling the District in the E-Verify System and action in executing the Memorandum of Understanding. Is there a motion to approve Resolution 2021-03?

On MOTION by Mr. Morgan seconded by Mr. Revell, with all in favor, Resolution 2021-03 Ratifying Enrollment in E-Verify System and Execution of the Memorandum of Understanding, was approved.

EIGHTH ORDER OF BUSINESS

Review and Acceptance of Draft Fiscal Year 2020 Audit Report

Mr. Flint: It is a clean audit. There is no current or prior year findings or recommendations. The auditor found we have complied with all the provisions of the Auditor General that they reviewed.

On MOTION by Mr. Morgan seconded by Mr. Revell, with all in favor, Acceptance of Draft Fiscal Year 2020 Audit Report and transmission to the State of Florida, was approved.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Trucco: I have nothing new to report to the Board today.

B. Engineer

Mr. Reid: I do not have anything further for the Board.

C. District Manager's Report

i. Approval of Check Register

Mr. Flint: You have the check register from November 30th through January 25th totaling \$1,732,364.06. Are there any questions on the check register? If not, is there a motion to approve it?

On MOTION by Mr. Morgan seconded by Mr. Revell, with all in favor, the Check Register totaling \$1,732,364.06, was approved.

ii. Balance Sheet and Income Statement

Mr. Flint: You have the unaudited financials through December 31st. There is no action required. If you have comments or questions we can discuss those.

TENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS

Supervisor's Requests

There being none, the next item followed.

TWELTH ORDER OF BUSINESS

Adjournment

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Shingle Creek Community Development District (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Approved by:

Employer Shingle Creek Community Development District	
Name (Please Type or Print) Darren De Santis	Title
Signature Electronically Signed	Date 01/27/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/27/2021

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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Shingle Creek Community Development District
Company Facility Address	219 E. Livingston St Orlando, FL 32801
Company Alternate Address	
County or Parish	ORANGE
Employer Identification Number	030565072
North American Industry Classification Systems Code	925
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 1634780

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA

1 site(s)

Company ID Number: 1634780

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Kelly Adams
Phone Number (865) 717 - 7700
Fax Number
Email Address kadams@gmstnn.com

Name Darren A De Santis
Phone Number (954) 721 - 8681 ext. 208
Fax Number
Email Address ddesantis@gmssf.com

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SECTION VI

RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT made by and between SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT, whose address is c/o Governmental Management Services, 219 E. Livingston Street, Orlando, Florida 32801, hereinafter referred to as “OWNER” and Osceola County, whose address is 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as “COUNTY”.

WITNESSETH:

WHEREAS, the OWNER is the fee simple owner of that Real Property containing a storm water management pond for The Hamlets more particularly described in **Exhibit “A”**, attached hereto and made a binding part hereof by this reference and hereinafter referred to as the “Property”; and

WHEREAS, the COUNTY desires to enter the Property for construction of the Improvements as substantially depicted and attached hereto as **Exhibit “B”**; and

WHEREAS, the OWNER has no objection to the COUNTY’s entry onto the Property to perform the construction of the Improvements.

NOW, THEREFORE, in consideration of the mutual benefits each party shall receive, the OWNER hereby grants to the COUNTY and its agents or assigns a Right of Entry to enter upon the OWNER’S lands for the purpose of performing the activities according to the depiction shown in **Exhibit “B”** within the OWNER’S land described in **Exhibit “A”**. This right of entry shall expire when the activities described above are completed by County.

TO HAVE AND TO HOLD said Right of Entry unto COUNTY, and its successors and assigns, for the purposes stated herein.

The OWNER agrees that the COUNTY has no current or future obligation to maintain or purchase the Property and the OWNER understands that the COUNTY will not routinely maintain any part of the Property, if the need arises in the future, after the expiration of this Right of Entry.

During the Construction activities by the COUNTY, the COUNTY, hereby releases, indemnifies and holds harmless the OWNER, its officers, agents, employees, assigns, for any and all damages, losses, penalties, settlements, costs, charges or other expenses or liabilities relating to the construction of the Improvements on the Property.

Following completion of the Improvements by the COUNTY, the OWNER, for and in consideration of the benefits received by the Improvements, hereby releases, indemnifies and holds harmless the COUNTY, its commissioners, officers, agents, employees, assigns, contractors and subcontractors, for any and all damages, losses, penalties, settlements, costs, charges or other expenses or liabilities relating to the Improvements on the Property.

IN WITNESS WHEREOF, the parties hereto have caused these present to be duly executed.

WITNESSES:

OWNER:

Signature

(print name and title)

Printed Name

Signature

Printed Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this _____ day of _____, 2021, by _____, as _____, such person [] is personally known to me or [] has produced _____ as identification.

Notary Public

Seal

THE ABOVE AGREEMENT is accepted by the County Manager on behalf of Osceola County.

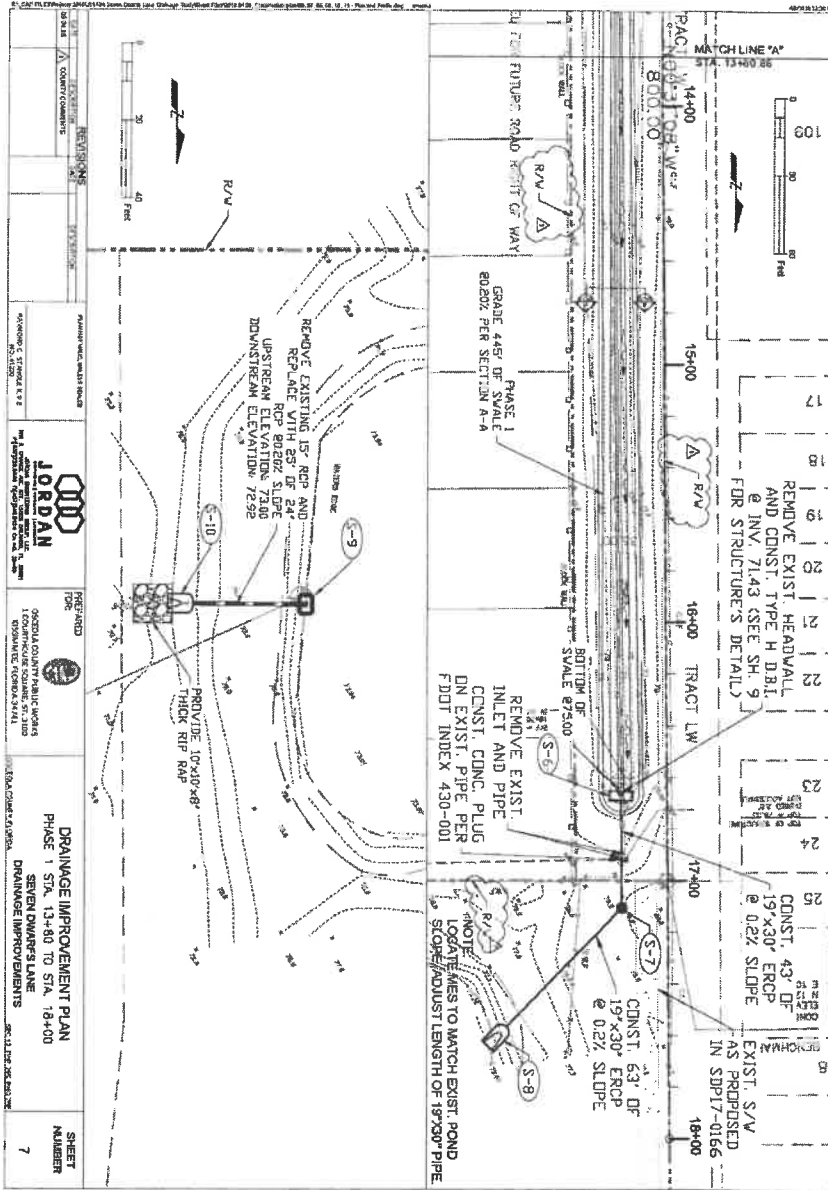
OSCEOLA COUNTY, FLORIDA

By: _____
County Manager or Designee Date

EXHIBIT "A"

COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 2 OF SECTION 12, TOWNSHIP 25 SOUTH, RANGE 28 EAST OSCEOLA COUNTY, FLORIDA: THENCE RUN NORTH 00 DEG. 27' 39" WEST ALONG THE WEST LINE OF SAID GOVERNMENT LOT 2, A DISTANCE OF 663.14 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE RUN SOUTH 89 DEG. 58' 04" EAST, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE SOUTH 89 DEG. 58' 04" EAST A DISTANCE OF 834.54 FEET TO A POINT; THENCE RUN NORTH 00 DEG. 48' 36" EAST A DISTANCE OF 179.50 FEET TO A POINT; THENCE RUN SOUTH 89 DEG. 32' 31" WEST A DISTANCE OF 834.43 FEET TO A POINT; THEN RUN SOUTH 00 DEG.27' 39" EAST, A DISTANCE OF 171.99 FEET TO THE POINT OF BEGINNING. CONTAINING 3.378 ACRES MORE OR LESS.

EXHIBIT "B"



DATE: _____	REVISIONS:	PROJECT: _____	DESIGNED BY: _____	CHECKED BY: _____
DRAWN BY: _____	DATE: _____	SCALE: _____	DATE: _____	SCALE: _____
			<p>PREPARED FOR: JORDAN COUNTY PUBLIC WORKS 1000 UNIVERSITY SQUARE, ST. CHARLES, MO 63304 (314) 733-3300</p>	
<p>JORDAN</p>			<p>DRAINAGE IMPROVEMENT PLAN PHASE 1 STA. 13+00 TO STA. 18+00 SPONGE DRAINAGE LANE DRAINAGE IMPROVEMENTS</p>	
SHEET NUMBER				7



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
 ENVIRONMENTAL RESOURCE PERMIT NO. 49-00958-P
 DATE ISSUED: December 29, 2017**

Delivered Via Email

PERMITTEE: OSCEOLA COUNTY
 1 COURTHOUSE SQUARE SUITE 3100
 KISSIMMEE, FL 34741

PROJECT DESCRIPTION: Construction and operation of stormwater retrofit activities to improve the existing inlets and pipes on the Seven Dwarfs Lane drainage system in two phases; phase 1 will include an upgrade in pipe sizes along Princess Way and a new inlet in Seven Dwarfs Lane to directly collect the runoff from Club Cortile's bubble-up structure, as well as regrading the swale on the west side of The Hamlets. It will also include a modification to the existing control structure, where the discharge pipe will be upgrade to a 24" RCP. Phase 2 will include a connecting pipe through the existing swale (to transport the runoff from the system directly into the pond), as well as regrading the swale to provide a walkable path along it. The proposed drainage improvements will not affect the previously permitted impervious areas or sub-basin areas. (Chapter 62-330.451, FAC.)

PROJECT LOCATION: OSCEOLA COUNTY, SEC 12 TWP 25S RGE 28E

PERMIT DURATION: Five years from the date issued to complete construction of the surface water management system as authorized herein.

This is to notify you of the District's agency action for Permit Application No. 171208-1, dated December 8, 2017. This action is taken pursuant to Section(s) 62-330.401 and 62-330.402, Florida Administrative Code (F.A.C.).

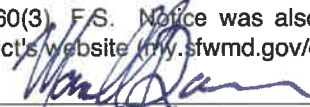
Based on the information provided, District rules have been adhered to and an Environmental Resource Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 20 General Conditions (See Pages : 2 - 4 of 5),
3. the attached 1 Specific Conditions in section 62-330.451 (See Pages : 5 - 5 of 5) and
4. the attached 2 Exhibit(s)

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT this written notice has been mailed or electronically transmitted to the Permittee (and the persons listed in the attached distribution list) this 29th day of December, 2017, in accordance with Section 120.60(3) F.S. Notice was also electronically posted on this date through a link on the home page of the District's website (my.sfwmd.gov/ePermitting).

BY: 
 Mark S. Daron, P.E.
 Engineer Supervisor
 Orlando Service Center

GENERAL CONDITIONS

1. The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and shall subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. This general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit.
3. This general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.
4. The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.
5. Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.
6. The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with Chapter 120, F.S., and Section 373.429, F.S.
7. This permit shall not be transferred to a third party except pursuant to Rule 62-330.340, F.A.C. The permittee transferring the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.
8. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted activity to ensure conformity with the plans and specifications approved by the permit.
9. The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in this general permit.
10. A permittee's right to conduct a specific activity under this general permit is authorized for a duration of five years.
11. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the "State of Florida Erosion and Sediment Control Designer and Reviewer Manual" (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), available at: www.dep.state.fl.us/water/wetlands/docs/erp/FLerosionSedimentManual_6_07.pdf, and the "Florida Stormwater Erosion and Sedimentation Control Inspector's Manual" (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008),

GENERAL CONDITIONS

available at: www.dep.state.fl.us/water/nonpoint/docs/erosion/erosion-inspectors-manual.pdf.

12. Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:
 - a. Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter 4 inches or greater at breast height;
 - b. The maximum width of the construction access area shall be limited to 15 feet;
 - c. All mats shall be removed within 72 hours after the work commences; and
 - d. Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.
13. Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.
14. The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.
15. Except where specifically authorized in this general permit, activities must not:
 - a. Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands; or
 - b. Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to Section 373.042, F.S., or a Works of the District established pursuant to Section 373.086, F.S.
16. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate Agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.
17. The activity must be capable of being performed and of functioning as proposed, based on generally accepted engineering and scientific principles, and must comply with any applicable District special basin and geographic area criteria
18. The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:
 - a. All vessels associated with the project shall operate at "Idle Speed/No Wake" at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
 - b. All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.

GENERAL CONDITIONS

- c. All in-water activities, including vessel operation, must be shutdown if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All on-site project personnel are responsible for observing water-related activities for the presence of listed species.
 - d. Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922 and ImperiledSpecies@myFWC.com.
 - e. Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at imperiledspecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.
19. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any activity authorized by the general permit.
20. The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.

SPECIFIC CONDITIONS

62-330.451 GENERAL PERMIT TO COUNTIES, MUNICIPALITIES, AND OTHER AGENCIES TO
CONDUCT STORMWATER RETROFIT ACTIVITIES

1. Within 30 days after completion of construction, a registered professional shall submit certification that construction was completed in substantial conformance with the plans and calculations that were submitted in the notice to use this general permit.

NOTICE OF RIGHTS

As required by Sections 120.569 and 120.60(3), Fla. Stat., the following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all of the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a SFWMD decision which affects or may affect their substantial interests shall file a petition for hearing with the Office of the District Clerk of the SFWMD, in accordance with the filing instructions set forth herein, within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, or posting that the SFWMD has or intends to take final agency action, or publication of notice that the SFWMD has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action which materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional Rule 28-106.111, Fla. Admin. Code, point of entry.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Fla. Stat., shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk of the SFWMD. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at SFWMD headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.

- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the SFWMD's security desk does not constitute filing. It will be necessary to request that the SFWMD's security officer contact the Office of the District Clerk. An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document. A party who files a document by e-mail shall (1) represent that the original physically signed document will be retained by that party for the duration of the proceeding and of any subsequent appeal or subsequent proceeding in that cause and that the party shall produce it upon the request of other parties; and (2) be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed.

INITIATION OF AN ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Fla. Stat., and Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

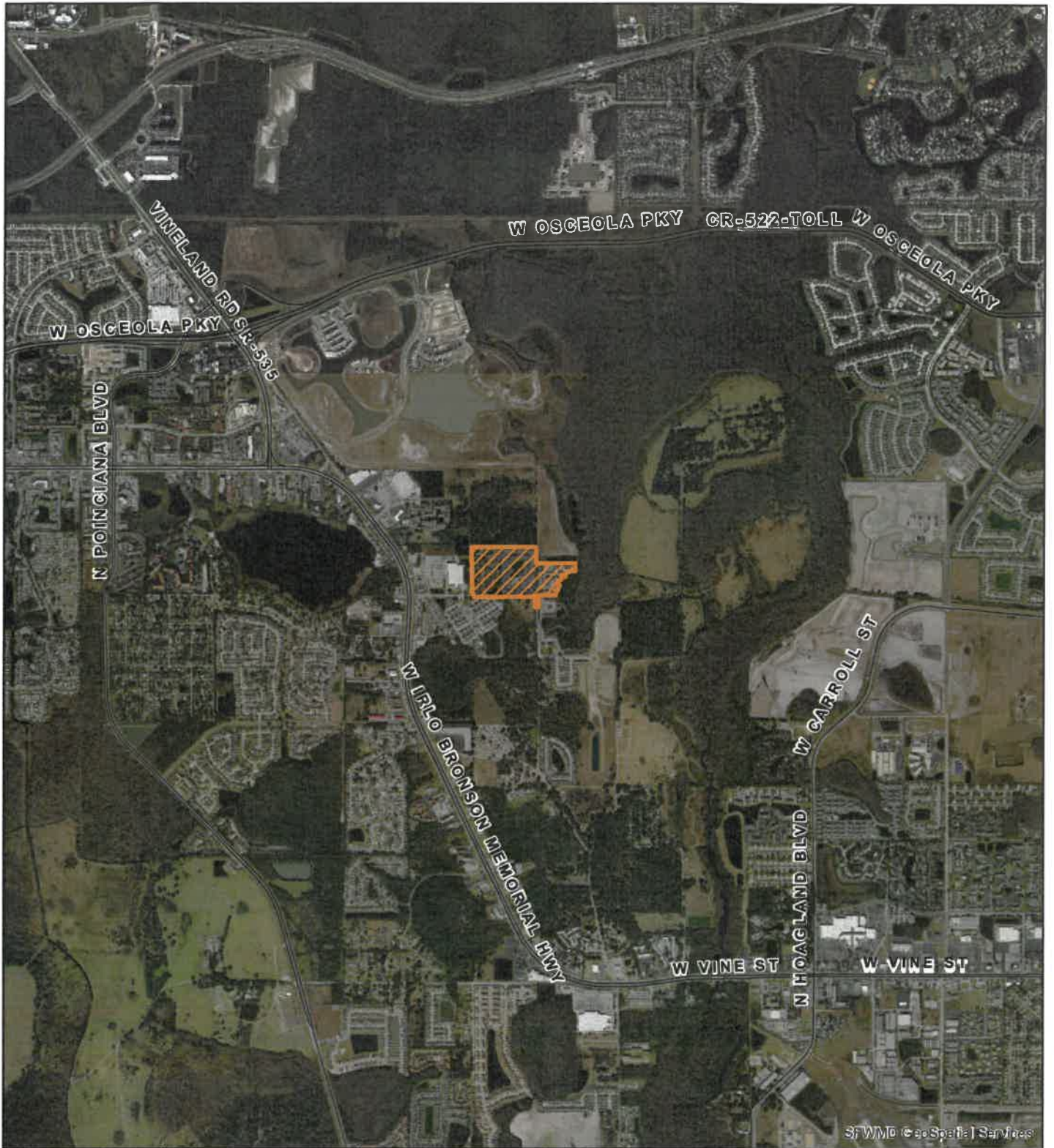
1. Identification of the action being contested, including the permit number, application number, SFWMD file number or any other SFWMD identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

MEDIATION





The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401–405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Fla. Stat., and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal with the Office of the District Clerk of the SFWMD in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the clerk of the appropriate district court of appeal.



South Florida Water Management District Geo Spatial Services

<p>Exhibit No: 1</p>	<p>Exhibit Created On: 2017-12-11</p>	<p>OSCEOLA COUNTY, FL</p>	<p> Application</p> <p>Permit No: 49-00958-P</p> <p>Application Number: 171208-1</p> 
<p align="center">REGULATION DIVISION</p> <p align="center">Project Name: SEVEN DWARFS LANE</p>  <p align="center">0 2,500 5,000 Feet</p> 			<p align="center">sfwmd.gov</p> <p align="center">Created by Regulation GIS Section South Florida Water Management District</p>

CONTRACT PLANS INDEX

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	CONSTRUCTION NOTES
3	STORM WATER POLLUTION PREVENTION PLAN
4	STORM WATER POLLUTION PREVENTION PLAN
5	DRAINAGE BASIN MAP
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7	DRAINAGE IMPROVEMENT PLAN
8	DRAINAGE IMPROVEMENT PLAN
9	CONTROL STRUCTURE DETAILS
10	DRAINAGE STRUCTURE DATA SHEET
11	SWALE CROSS SECTION AND TYPICAL SECTION
12	TRAFFIC CONTROL PLAN

SEVEN DWARFS LANE DRAINAGE IMPROVEMENTS

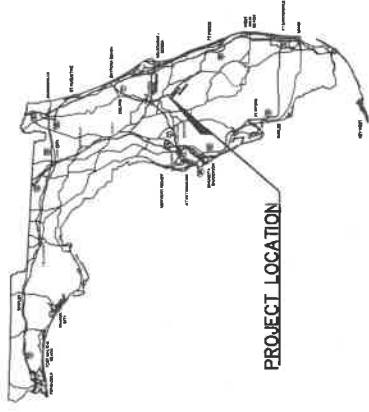
FDOT STANDARD INDEXES

INDEX No.	SHEET No.
200	ALL
201	ALL
205	ALL
211	ALL
214	ALL
233	ALL
272	ALL
273	ALL
280	ALL
281	ALL
284	ALL
600	ALL
603	ALL
604	ALL
605	ALL

KEY SHEET REVISIONS	
DATE	DESCRIPTION

GOVERNING STANDARDS AND SPECIFICATIONS:
TOHO WATER AUTHORITY STANDARDS,
SPECIFICATIONS AND DETAILS 2017 EDITION.

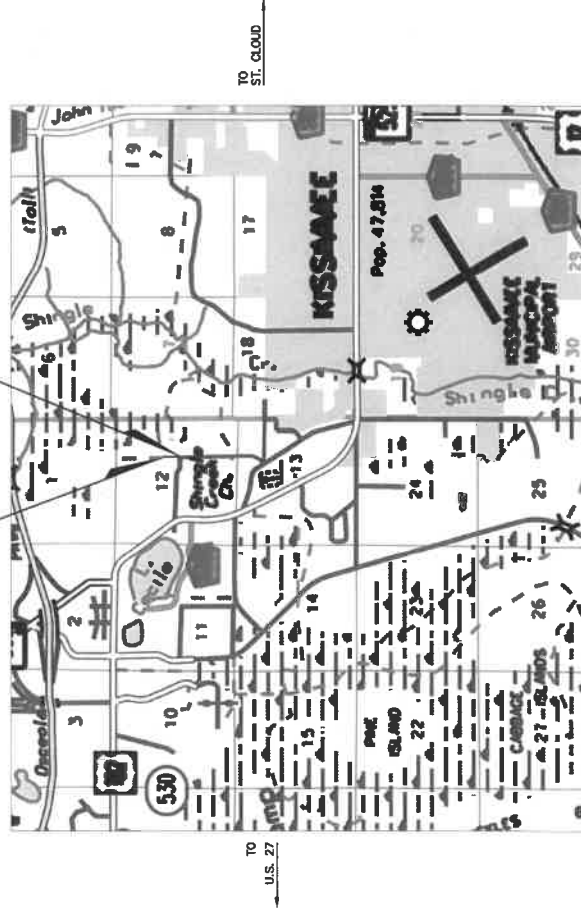
NOTE:
JORDAN HAS NOT DETERMINED OWNERSHIP
OR EASEMENT RIGHTS FOR THE PROJECT
LIMITS.



PROJECT LOCATION

END STORM DRAIN
STA. 07+27.87

BEGIN STORM DRAIN
STA. 00+00.00



PREPARED FOR:

OSCEOLA COUNTY PUBLIC WORKS
1 COURTHOUSE SQUARE, SUITE 3100
KISSIMMEE, FLORIDA 34741

PLANS PREPARED BY:

JORDAN & ASSOCIATES CONSULTING, INC.
188 S. ORANGE AVENUE, SUITE 1550-S
ORLANDO, FL 32801

ROADWAY PLANS
ENGINEER OF RECORD: RAYMOND C. STANGLE II, P.E.
P.E. NO.: 41220

FISCAL YEAR	SHEET NO.
17	1

GENERAL NOTES

- THE BENCH MARK DATUM ARE NATIONAL GEODETIC VERTICAL DATUM OF 1929.
- ALL PUBLIC LAND CORNERS AND MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED BY THE CONTRACTOR AS FOLLOWS: CORNERS AND MONUMENTS IN CONFLICT WITH THE PLANS IN DANGER OF BEING DAMAGED, DESTROYED OR COVERED SHALL BE PROPERLY REFERENCED BY A REGISTERED LAND SURVEYOR IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS OF THE LAND BOARD OF PROFESSIONAL LAND SURVEYORS PRIOR TO BEGINNING WORK AT THAT SITE. THE CONTRACTOR SHALL RETURN THE LAND SURVEYOR TO REFERENCE, AND RESTORE UPON COMPLETION OF THE WORK. ALL SUCH CORNERS AND MONUMENTS AND SHALL FURNISH TO THE DISTRICT LOCATION ENGINEER A SIGNED COPY OF THE SURVEY RECORDS AT THE COST OF REFERENCING, MOBILIZATION, AND PRESENTING IN THE BID UNIT PRICE FOR ITEM 100-1.1 MOBILIZATION.
- ALL N.A.V.D. BENCH MARK MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED AND REFERENCED BY THE CONTRACTOR IN THE SAME MANNER AS MONUMENTS AND MONUMENTS THAT THE LAND SURVEYORS SHALL NOT BE REQUIRED TO RESTORE THE N.A.V.D. BENCH MARK UPON COMPLETION OF THE WORK. THE CONTRACTOR SHALL PROMPTLY TRANSMIT ALL DISPLACED OR DAMAGED N.A.V.D. DISCS TO THE COUNTY SURVEYOR, WHO SHALL NOTIFY THE GEODETIC INFORMATION CENTER, INCLUDE ALL COST OF REFERENCING AND PROTECTING IN THE BID PRICE FOR THE ITEM 100-1.1 MOBILIZATION.
- ALL SALVAGEABLE AND/OR ANY SIGNING MATERIAL, INCLUDING SUPPORTS, WHICH ARE TO BE REMOVED, SHALL REMAIN THE PROPERTY OF THE COUNTY. THEY SHALL BE LOADED, DELIVERED AND UNLOADED BY THE CONTRACTOR IN EXISTING CONDITIONS AT THE MAINTENANCE FACILITY, CONTACT WITH NEAR RIGGS (4097-359406) FOR LOCATION. COST TO BE INCLUDED IN ITEM 4X.
- IF SHEETING, SHORING OR DEWATERING, INCLUDING WELL POINTS ARE NECESSARY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL SUCH STRUCTURES AND OPERATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL SUCH STRUCTURES AND OPERATIONS, INCLUDING WELL POINTS, CAUSED BY THESE OPERATIONS. COST OF SHEETING, SHORING OR DEWATERING, INCLUDING WELL POINTS, AND ALL MONITORING COST SHALL BE INCLUDED IN THE RELATED BID ITEMS FOR THE WORK BEING DONE.
- THE CONTRACTOR SHALL COORDINATE AND REVIEW OF ANY PROPOSED STAGING AREAS ASSOCIATED WITH THIS PROJECT WITH THE COUNTY STAFF DURING THE PRE-CONSTRUCTION MEETING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING COUNTY STAFF AT LEAST THREE BUSINESS DAYS PRIOR TO STAGING. AT THE END OF THE PROJECT, THE STAGING AREA WILL BE RESTORED TO ITS ORIGINAL CONDITION OR BETTER. ALL COSTS ASSOCIATED WITH THE STAGING SHALL BE INCLUDED IN MOBILIZATION, ITEM 100-1.
- THE CONTRACTOR WILL RESTRICT PERSONNEL, THE USE OF EQUIPMENT AND THE STORAGE OF MATERIALS TO AREAS WITHIN THE LIMITS OF CONSTRUCTION AS NOTED ON THE PLANS. ANY OFF-SITE STORAGE AREA WILL REQUIRE PRIOR REVIEW BY COUNTY STAFF.
- CONTRACTOR TO REPLACE ANY MAILBOXES DAMAGED DURING CONSTRUCTION

PAVING, GRADING & DRAINAGE NOTES

- THE CONTRACTOR SHALL BE REQUIRED TO INITIALLY ESTABLISH EROSION CONTROL MEASURES AS OUTLINED IN THE PLANS. THE CONTRACTOR SHALL BE REQUIRED TO ESTABLISH A POLLUTION PREVENTION PLAN IN ACCORDANCE WITH TWA AND FDEP REQUIREMENTS AND SUBMIT THE NECESSARY A.O.I. WITH THE APPROPRIATE FEE AT LEAST 24 HOURS PRIOR TO EARTHWORK OPERATIONS TO TWA FOR REVIEW AND COMMENT. THE CONTRACTOR SHALL ALSO OBTAIN ANY LAND CLEANING PERMITS FROM OSCEOLA COUNTY PRIOR TO WORK.
- THE CONTRACTOR SHALL BE REQUIRED TO CLEAR AND GRUB ALL PORTIONS OF THE SITE, THE EXISTING VEGETATION, GRASS, SHRUBS, MULCH, AND ANY OTHER DELETERIOUS MATERIALS, ALL ROOTS AND STUMPS SHALL BE REMOVED TO A DEPTH OF NOT LESS THAN TWO FEET BELOW THE EXCAVATED AREAS. BURNING OF CLEARED MATERIALS IS NOT ALLOWED. THE CONTRACTOR MAY STRIP OR DISK THE LIMITS OF CONSTRUCTION IN ORDER TO REMOVE ALL DELETERIOUS MATERIALS. THE CLEARED/DISKED AREA SHALL BE VERIFIED BY THE TESTING COMPANY PRIOR TO FURTHER FILL PLACEMENT EXCAVATION OR OTHER SITE OPERATIONS. THE CONTRACTOR SHALL PRODUCE THE EXPOSED SOILS TO IDENTIFY ANY AREAS OF LOCALIZED CONTAMINATION. THE CONTRACTOR SHALL IDENTIFY AND REMOVE ALL DELETERIOUS MATERIALS DURING PROOF-ROLLING ACTIVITIES. UNSUITABLE OR DELETERIOUS MATERIALS ARE IDENTIFIED DURING PROOF-ROLLING, THESE SOILS SHALL BE REMOVED AND REPLACED WITH SUITABLE COMPACTED SOIL. UNLESS OTHERWISE NOTED ON THE PLANS, ALL TREES SHOWN TO REMAIN SHALL BE TRIMMED BY A LICENSED ARBORIST TO PROVIDE A MINIMUM OF 13'-6" VERTICAL CLEARANCE FOR THAT PORTION OF THE TREE LOCATED WITHIN ANY ROAD RIGHT-OF-WAY.
- ALL FILL SHALL CONSIST OF CLEAN SANDY MATERIAL FROM AN APPROVED ON-SITE SOURCE OR FROM OFF-SITE SOURCES PRODUCING SANDY MATERIAL WITH LESS THAN 10% PASSING THE #200 SIEVE. ALL FILL SHALL BE FREE OF ORGANICS (LESS THAN 5%), DEBRIS, OR DELETERIOUS MATERIALS. FILL SHALL BE PLACED IN LIFTS NOT EXCEEDING 18" IN THICKNESS. ALL FILL SHALL BE COMPACTED TO A MINIMUM DENSITY OF 98% OF MAXIMUM DRY DENSITY OF MODIFIED PROCTOR (ASTM D 1557) OR 98% OF MAXIMUM DRY DENSITY OF MODIFIED PROCTOR (INSIDE ROAD RIGHTS-OF-WAY) PER ASHTO-T-180 OR ASTM-D-1557 OR OTHER TESTING METHOD OBTAINED IN THE PLANS AND SPECIFICATIONS.
- TO THE GREATEST EXTENT POSSIBLE AND IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS, THE CONTRACTOR SHALL MINIMIZE REMOVAL OR IMPORT OF ANY MATERIALS TO THE SITE. FINISHED SOIL LAYERS SHALL BE PROVIDED AS SHOWN ON THE PLANS AND MAY CONSIST OF THE EXISTING MUCK AND TOP SOIL (WITH THE SOIL, ROOTS, ROCKS, DEBRIS AND OTHER DELETERIOUS MATERIALS REMOVED) MIXED WITH INSITU SOILS. AFTER THE MUCK AND TOP SOIL HAS BEEN EVENLY SPREAD ACROSS THE AREAS TO

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

PLANS NOT VALID, UNLESS SEALED

RAYMOND C. STANGILE II, P.E.
NO. 41220

7275 HUNTERS LANE, SUITE 200
ORLANDO, FL 32819
P: 407-228-8840 F: 407-228-8114

OSCEOLA COUNTY PUBLIC WORKS
1 COURTHOUSE SQUARE, ST. 3100
KISSIMEE, FLORIDA 34741

Application No. 17-1208-1

RECEIVE THE FINISHED SOIL LAYER IN MAXIMUM 6" LOOSE LIFTS. IT SHALL BE THOROUGHLY MIXED USING ROTARY TILERS OR OTHER EQUIPMENT MEETING THE APPROVAL OF THE ENGINEER (NO DESKING). THE MIXING OPERATION SHALL BE A MINIMUM OF 12" IN DEPTH (6" OF MUCK/TOP SOIL AND 6" OF INSITU OR FILLED SAND) AND SHALL RESULT IN A UNIFORM FINISHED SOIL LAYER TRUE TO LINE AND GRADE. THE FINISHED SOIL LAYER SHALL BE COMPACTED TO A DENSITY OF NOT LESS THAN 98% OF THE MAXIMUM DRY DENSITY OF MODIFIED PROCTOR, AS DETERMINED BY ASHTO-T-180 OR ASTM-D 1557. AFTER GRADE IS ACHIEVED, FINISHED SOIL LAYER AND PRIOR TO SODDING, THE CONTRACTOR SHALL FINISH UNDER BLDGINGS, PAVEMENT, SIDEWALK OR CURB, OR WITHIN THE BOTTOM AND 4-1 SIDE SLOPES OF THE DRY DETENTION POND.

ALL FINAL GRADES SHALL BE CONSTRUCTED WITHIN 0.1 FEET OF THE LINES AND GRADES SHOWN ON THE PLANS AND SHALL BE MEASURED ON TOP OF THE FINAL SOIL LAYER OR ON FINISHED ASPHALT OR FINISHED CONCRETE. ALL HANDICAP ACCESSIBLE ROUTES AND AREAS SHALL BE GRADED SO THAT THE MAXIMUM CROSS SLOPE SHALL NOT EXCEED 2%, REGARDLESS OF THE FINAL GRADE ELEVATION. THIS INCLUDES HANDICAP PARKING AREAS, SIDEWALKS AND ACCESSIBLE ROUTES FROM THE BUILDING TO VARIOUS PARTS ON THE PROPERTY.

THE CONTRACTOR SHALL BE REQUIRED TO REGRADE ALL WASHOUTS, EROSION, OR SCOURING WHICH OCCURS DURING THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN THE STORM WATER MANAGEMENT AREAS.

ALL PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TYPICAL SECTIONS SHOWN ON THE PLANS. THICKNESS TOLERANCES FOR BASE AND ASPHALT SHALL NOT BE LESS THAN 1/8" LESS THAN THE MINIMUM THICKNESSES SHOWN ON THE PLANS, AND THE FOOT THICKNESS ALLOWANCES DO NOT APPLY TO THIS PROJECT. THERE SHALL BE NO ADDITIONAL PAYMENT FOR ASPHALT AND/OR BASE OVER PLAN THICKNESSES AND ALL ASPHALT AND BASE LESS THAN THE ALLOWED 1/8" TOLERANCE SHALL BE REMOVED AND REPLACED TO THE REQUIRED THICKNESS.

ALL SOIL SHALL BE WATERED AND FERTILIZED AS NECESSARY BY THE CONTRACTOR TO PROMOTE GROWTH. THE CONTRACTOR SHALL BE REQUIRED TO MOW AND MAINTAIN ALL SODDED AREAS DURING THE CONSTRUCTION PERIOD AND SHALL REPAIR ANY AREAS DETERMINED BY THE OWNER TO BE DOMINANT, DYING OR DAMAGED.

EXISTING DRAINAGE STRUCTURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.

ALL LENGTHS FOR DRAINAGE PIPES ARE SHOWN FROM THE CENTER OF DBIS & TO THE NOTED LOCATION POINT IN FOOT INDICES FOR M.A.S.

ALL STORM PIPES SHALL BE STEEL REINFORCED CONCRETE PIPE CLASS III, POTABLE WATER, SANITARY SEWER & RECLAIMED WATER UTILITY NOTES

FOR UTILITY ADJUSTMENTS SYMBOLS, SEE STANDARD INDEX NO. 002.

ALL EXISTING UTILITIES ARE TO REMAIN UNLESS OTHERWISE NOTED.

TWO-BUSINESS DAYS PRIOR TO DIGGING THE CONTRACTOR SHALL CALL SUNSHINE STATE ONE CALL OR FLORIDA, TELEPHONE NUMBER 1-800-482-4270, AND THE UTILITY OWNER AND REQUEST UTILITY LOCATIONS. THE CONTRACTOR'S REPRESENTATIVE MUST BE PRESENT WHEN UTILITY COMPANIES LOCATE THEIR FACILITIES.

THE CONTRACTOR IS ADVISED THAT PROPERTIES ADJACENT TO THE PROJECT HAVE ELECTRIC, TELEPHONE, GAS, WATER AND/OR SEWER SERVICE LATERALS WHICH MAY NOT BE SHOWN IN PLANS. THE CONTRACTOR MUST REQUEST THE LOCATION OF THESE LATERAL SERVICES FROM THE UTILITY COMPANIES. THE ADDITIONAL COST OF EXCAVATING, INSTALLING, BACKFILLING AND COMPACTING AROUND THESE LATERAL SERVICES MUST BE INCLUDED IN THE BID RELATED TO THE WORK BEING DONE.

PRE-TRENCHING IN THE ALIGNMENT AND GRADE OF PROPOSED PIPES STRUCTURES, FRENCH DRAINS, SLAB COVERED TRENCHES, CONDUITS AND/OR SUB-GRADE SHALL BE PERFORMED SEVEN BUSINESS DAYS IN ADVANCE OF ITS CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE UNDERGROUND UTILITY OWNERS AND THE COUNTY WITH A SEVEN BUSINESS DAYS ADVANCE NOTICE OF ANY CONFLICT WITH PROPOSED ALIGNMENT, GRADE AND POSSIBLE CONFLICTS.

THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THE VERIFIED LOCATIONS/DELETIONS APPLY ONLY AT THE POINTS SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION.

UTILITY OWNERS:

BRIGHTHOUSE NETWORK 407-533-8520
AT&T TELEPHONE 407-273-5084
COMCAST CABLE 407-849-3611

PROGRESS ENERGY 407-905-3378
ENLINK 407-557-6766
OSCEOLA UTILITY AUTHORITY 407-933-7777 EXT.120

SPRINT (LONG DISTANCE) 407-933-356
TOHO WATER AUTHORITY 407-518-2161

CONTRACTOR SHALL REMOVE BURIED OUT OF SERVICE UTILITY LINES WITHIN THE LIMITS OF THE ALL EXCAVATION. THE COST OF THIS WORK SHALL BE INCIDENTAL TO AND INCLUDED IN THE COST OF THE WORK BEING PERFORMED WHEN THE LINES ARE ENCOUNTERED.

SEPARATION TABLE IN ACCORDANCE WITH F.A.C. RULE 62.555.314

RECLAIMED WATER	POTABLE WATER	RECLAIMED WATER	POTABLE WATER	RECLAIMED WATER	POTABLE WATER	RECLAIMED WATER	POTABLE WATER
VERT. 12"	VERT. 12"	VERT. 12"	VERT. 12"	VERT. 12"	VERT. 12"	VERT. 12"	VERT. 12"
VERT. 12"	VERT. 12"	VERT. 12"	VERT. 12"	VERT. 12"	VERT. 12"	VERT. 12"	VERT. 12"
VERT. 12"	VERT. 12"	VERT. 12"	VERT. 12"	VERT. 12"	VERT. 12"	VERT. 12"	VERT. 12"
VERT. 12"	VERT. 12"	VERT. 12"	VERT. 12"	VERT. 12"	VERT. 12"	VERT. 12"	VERT. 12"

SEPARATION TABLE NOTES:

1. THIS TABLE REPRESENTS THE MINIMUM SEPARATION REQUIREMENTS AS DESCRIBED IN F.O.E.P. RULES OF THE FLORIDA ADMINISTRATION CODE (F.A.C.) AND THE CITY'S SEPARATION REQUIREMENTS TO FACILITATE FUTURE MAINTENANCE. THESE REQUIREMENTS SHALL APPLY BETWEEN PROPOSED UTILITY LINES AND EXISTING PROPOSED UTILITY LINES.

2. RECLAIMED WATER IS DEFINED AS UNRESTRICTED PUBLIC ACCESS REUSE WATER AS DEFINED BY F.A.C. 27-530. OTHER TYPES OF RECLAIMED WATER ARE CONSIDERED RAW SEWAGE AND SEPARATIONS LISTED FOR SANITARY SEWER SHALL APPLY.

3. ALL SEPARATION DISTANCES ARE FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE UNLESS OTHERWISE SPECIFIED.

4. WHERE POTABLE WATER AND SANITARY SEWER MAINS OR RECLAIM WATER MAINS CROSS THE WATER MAIN SHALL BE CENTERED ON THE CROSSING AND THE ENGINEER SHALL VERIFY THAT ALL WATER MAIN JOINTS ARE AT LEAST 6' AWAY FROM ALL SEWER/RECLAIM JOINTS OR AT LEAST 3' AWAY FROM ALL STORM/RAINER JOINTS.

5. THE HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY SANITARY SEWER MAY BE REDUCED TO 5' WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST 6' ABOVE THE TOP OF THE SEWER.

6. THE VERTICAL SEPARATION FOR WATER MAINS AND STORM/WATER LINES OR GRAVITY SEWER LINES MAY BE REDUCED TO 4' IF THE WATER MAIN IS LAID AT LEAST 6' ABOVE THE TOP OF THE SEWER LINE. NO WATER PIPE SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF A SEWER OR STORM MANHOLE OR STRUCTURE.

DRAINAGE NOTES:

1. EXISTING DRAINAGE STRUCTURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.

2. ALL LENGTHS FOR DRAINAGE PIPES ARE SHOWN FROM THE CENTER OF DBIS & TO THE NOTED LOCATION POINT IN FOOT INDICES FROM M.A.S.

3. ALL STORM PIPES SHALL BE STEEL REINFORCED CONCRETE PIPE CLASS III

4. ALL EXISTING UTILITIES ARE TO REMAIN UNLESS OTHERWISE NOTED.

5. TWO-BUSINESS DAYS PRIOR TO DIGGING THE CONTRACTOR SHALL CALL SUNSHINE STATE ONE CALL OR FLORIDA, TELEPHONE NUMBER 1-800-482-4270, AND THE UTILITY OWNER AND REQUEST UTILITY LOCATIONS. THE CONTRACTOR'S REPRESENTATIVE MUST BE PRESENT WHEN UTILITY COMPANIES LOCATE THEIR FACILITIES.

6. THE CONTRACTOR IS ADVISED THAT PROPERTIES ADJACENT TO THE PROJECT HAVE ELECTRIC, TELEPHONE, GAS, WATER AND/OR SEWER SERVICE LATERALS WHICH MAY NOT BE SHOWN IN PLANS. THE CONTRACTOR MUST REQUEST THE LOCATION OF THESE LATERAL SERVICES FROM THE UTILITY COMPANIES. THE ADDITIONAL COST OF EXCAVATING, INSTALLING, BACKFILLING AND COMPACTING AROUND THESE LATERAL SERVICES MUST BE INCLUDED IN THE BID RELATED TO THE WORK BEING DONE.

7. PRE-TRENCHING IN THE ALIGNMENT AND GRADE OF PROPOSED PIPES STRUCTURES, FRENCH DRAINS, SLAB COVERED TRENCHES, CONDUITS AND/OR SUB-GRADE SHALL BE PERFORMED SEVEN BUSINESS DAYS IN ADVANCE OF ITS CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE UNDERGROUND UTILITY OWNERS AND THE COUNTY WITH A SEVEN BUSINESS DAYS ADVANCE NOTICE OF ANY CONFLICT WITH PROPOSED ALIGNMENT, GRADE AND POSSIBLE CONFLICTS.

8. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THE VERIFIED LOCATIONS/DELETIONS APPLY ONLY AT THE POINTS SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION.

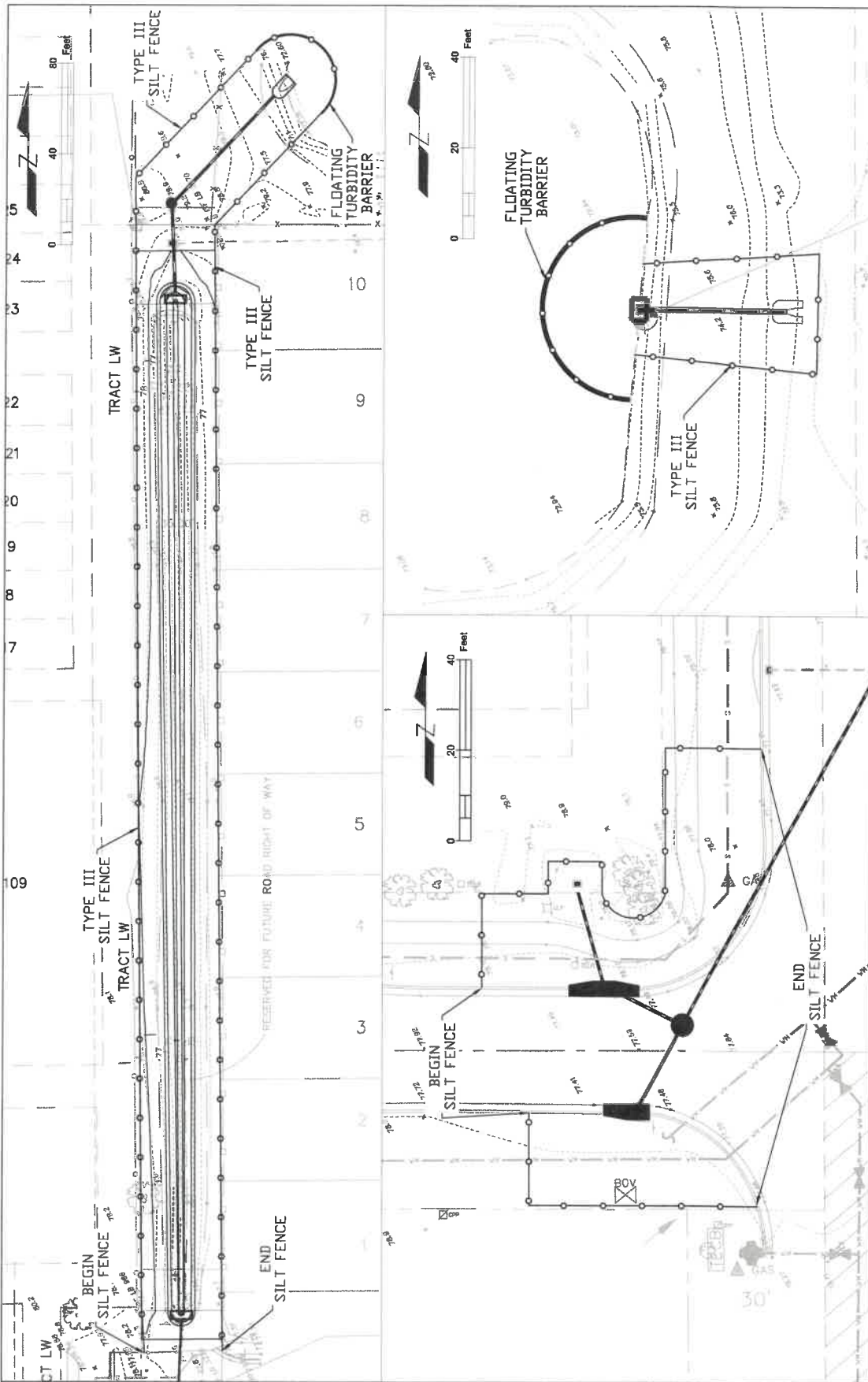
9. UTILITY OWNERS:

BRIGHTHOUSE NETWORK 407-533-8520
AT&T TELEPHONE 407-273-5084
COMCAST CABLE 407-849-3611

PROGRESS ENERGY 407-905-3378
ENLINK 407-557-6766
OSCEOLA UTILITY AUTHORITY 407-933-7777 EXT.120

SPRINT (LONG DISTANCE) 407-933-356
TOHO WATER AUTHORITY 407-518-2161

CONTRACTOR SHALL REMOVE BURIED OUT OF SERVICE UTILITY LINES WITHIN THE LIMITS OF THE ALL EXCAVATION. THE COST OF THIS WORK SHALL BE INCIDENTAL TO AND INCLUDED IN THE COST OF THE WORK BEING PERFORMED WHEN THE LINES ARE ENCOUNTERED.



Application No. 171209-1

STORMWATER POLLUTION PREVENTION PLAN
(PHASE 1)

SEVEN DWARF'S LANE
DRAINAGE IMPROVEMENTS

OSCEOLA COUNTY, FLORIDA

OSCEOLA COUNTY PUBLIC WORKS
1 COURTHOUSE SQUARE, ST. 3100
KISSIMMEE, FLORIDA 34741

PREPARED FOR:

JORDAN
ENGINEERS, ARCHITECTS, AND PLANNERS, INC.
7575 WINDSOR PARK DRIVE
KISSIMMEE, FLORIDA 34758
P: 407/228-8840 F: 407/228-8811 FAX NO. 28229

RAYMOND C. STANGLE II, P.E.
NO. 41220

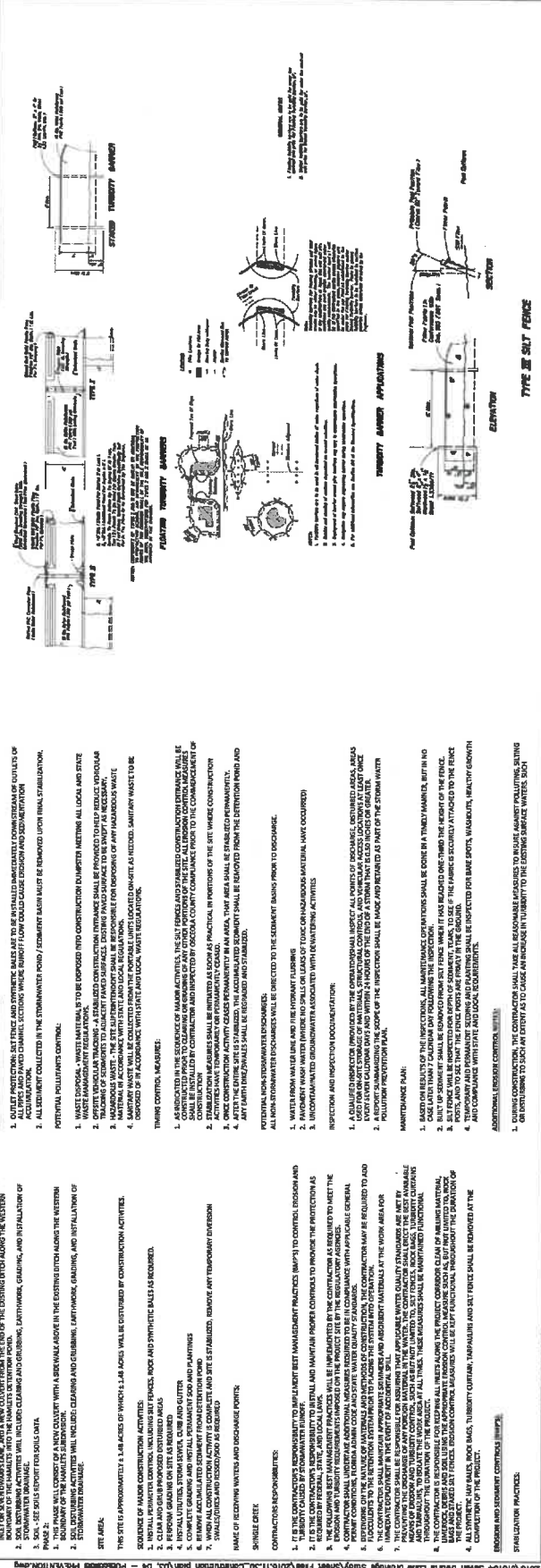
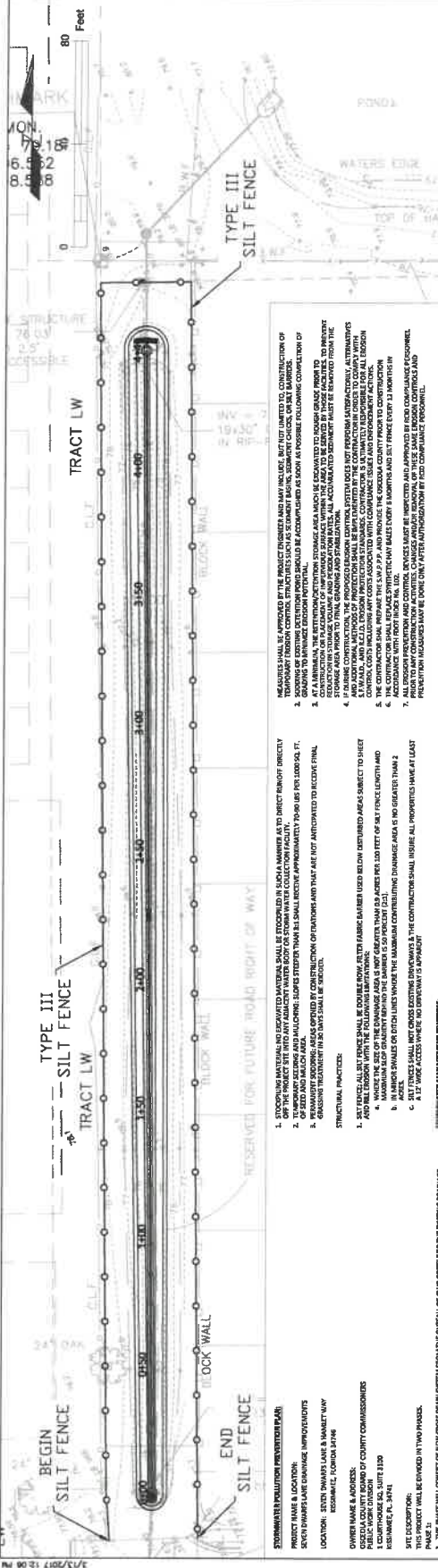
PLANS NOT VALID, UNLESS SCALED

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

SHEET NUMBER
3

Page 3 of 12



STORMWATER POLLUTION PREVENTION PLAN (PHASE 2)
SEVEN DWARFS LANE DRAINAGE IMPROVEMENTS

OSCEOLA COUNTY PUBLIC WORKS
 1 COURTHOUSE SQUARE, ST. 3100
 KISSIMMEE, FLORIDA 34741

RAYMOND C. STANGLE II, P.E.
 7575 WINDSORGATE FOREY, ST. 7
 GAITHERSBURG, MD 20878
 P: 410-228-8940 F: 410-228-1114
 NO. 41220

Application No. 17-1208-1

OSCEOLA COUNTY, FLORIDA

SEC. 12, IMP. 255, 819

Page 4 of 12

Sheet Number: 4

DATE: 7/13/2017 12:08 PM

Project Name & Location: SEVEN DWARFS LANE DRAINAGE IMPROVEMENTS
 Location: SEVEN DWARFS LANE, HAWKEYE WAY, OSCEOLA, FLORIDA 34746

Owner Name & Address: OSCEOLA COUNTY COMMISSIONERS
 PUBLIC WORK DIVISION
 1 COURTHOUSE SQ, SUITE 3100
 KISSIMMEE, FL 34741

Site Description: THIS PHASE WILL CONSIST OF A NEW CROSS DRAIN SYSTEM FROM THE OUTFALL OF CURB DITCH TO THE EXISTING DRAINAGE SYSTEM AT THE END OF THE DRAINAGE DITCH ALONG THE WESTERN PORTION OF THE PARCELS INTO THE DRAINAGE OUTLET POND.

Stabilization Practices:

1. THIS PHASE WILL CONSIST OF A NEW CROSS DRAIN SYSTEM FROM THE OUTFALL OF CURB DITCH TO THE EXISTING DRAINAGE SYSTEM AT THE END OF THE DRAINAGE DITCH ALONG THE WESTERN PORTION OF THE PARCELS INTO THE DRAINAGE OUTLET POND.
2. STABILIZATION PRACTICES WILL INCLUDE CLEARING AND GRADING, LANTHERING, GRADING, AND INSTALLATION OF STORMWATER MANAGEMENT.
3. SEE - SEE SOils REPORT FOR SOils DATA.
4. THIS PHASE WILL CONSIST OF A NEW CROSS DRAIN WITH A SIDEWALK ABOVE IN THE EXISTING DITCH ALONG THE WESTERN PORTION OF THE PARCELS ADJACENT.
5. STABILIZATION PRACTICES WILL INCLUDE CLEARING AND GRADING, LANTHERING, GRADING, AND INSTALLATION OF STORMWATER MANAGEMENT.

Site Data:

THIS SITE IS APPROXIMATELY 1.14 ACRES OF WHICH 1.04 ACRES WILL BE DISTURBED BY CONSTRUCTION ACTIVITIES.

Sequence of Work Construction Activities:

1. INSTALL EROSION CONTROL INCLUDING SILT FENCES, ROOF AND SYNTHETIC MATS AS REQUIRED.
2. SITE GRADING AND STABILIZATION AS REQUIRED.
3. REPAIR GRADING ON SITE AS REQUIRED.
4. INSTALL UTILITIES, STORM SEWER, CURB AND GUTTER.
5. REPAIR GRADING ON SITE AS REQUIRED.
6. RETURN ACCUMULATED SEDIMENT FROM COLLECTION POND.
7. WHEN ALL CONSTRUCTION ACTIVITIES ARE COMPLETE AND SITE IS STABILIZED, REMOVE ANY TEMPORARY DIVERSION CHANNELS AND RESTORATION OF AREAS.

Phase of Receiving Waters and Discharge Point: SPRING CREEK

Contractor Responsibilities:

1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO IMPLEMENT BEST MANAGEMENT PRACTICES (BMPs) TO CONTROL EROSION AND SEDIMENTATION.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETAIL AND MAINTAIN PROPER CONTROLS TO PROVIDE THE PROTECTION AS REQUIRED BY THE REGULATORY AGENCIES.
3. THE EROSION BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED BY THE CONTRACTOR AS REQUIRED TO MEET THE REGULATORY AGENCIES.
4. EROSION AND SEDIMENTATION CONTROLS SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
5. POINT CONDITIONS, FURROWING, SOIL EROSION, AND WATER QUALITY STANDARDS SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
6. THE CONTRACTOR SHALL MAINTAIN APPROVED SWAPMENTS AND DISCHARGE MATERIALS AT THE WORK AREA FOR THE CONSTRUCTION PERIOD.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ASSURING THAT RECEIVING WATERS QUALITY STANDARDS ARE MET BY THE CONSTRUCTION PERIOD AND THROUGHOUT THE CONSTRUCTION PERIOD.
8. THE CONTRACTOR SHALL MAINTAIN ALL WATERS ALONG THE PROJECT CORRIDOR CLEAN OF BRUSH, MATERIAL, AND DEBRIS.
9. ALL SWAPMENTS, HAY PILES, ROCK BARS, TURBIDITY CURTAINS, TAMPALINS AND SILT FENCES SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT.

Endorsement and Control Limits:

EROSION AND SEDIMENT CONTROL LIMITS:

STABILIZATION PRACTICES:

REVISIONS:

DATE	DESCRIPTION	DATE	DESCRIPTION

PLANS NOT VALID, UNLESS SEALED

PREPARED FOR: OSCEOLA COUNTY PUBLIC WORKS
 1 COURTHOUSE SQUARE, ST. 3100
 KISSIMMEE, FLORIDA 34741

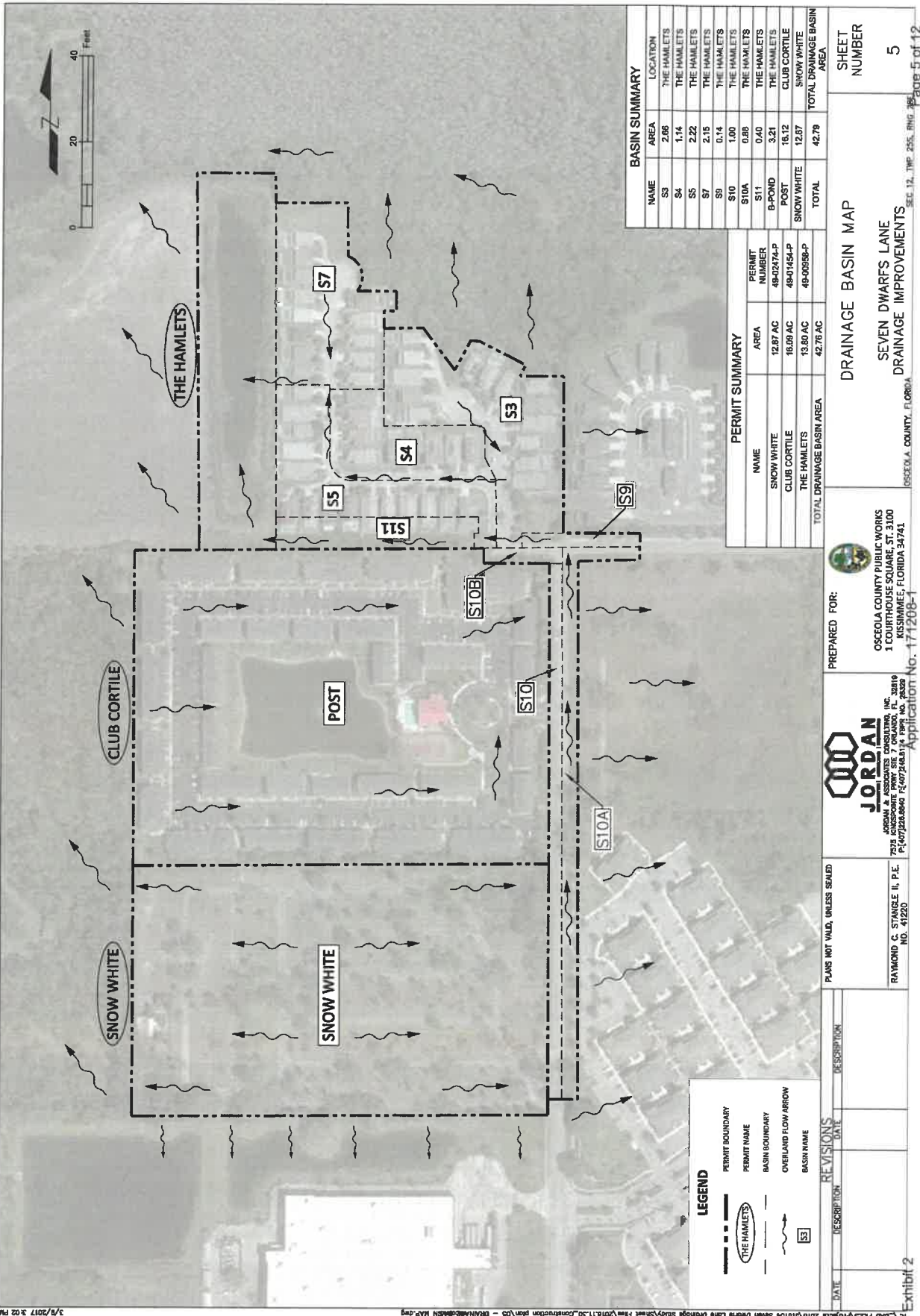
RAYMOND C. STANGLE II, P.E.
 7575 WINDSORGATE FOREY, ST. 7
 GAITHERSBURG, MD 20878
 P: 410-228-8940 F: 410-228-1114
 NO. 41220

Application No. 17-1208-1

OSCEOLA COUNTY, FLORIDA

SEC. 12, IMP. 255, 819

Page 4 of 12



NAME	AREA	LOCATION
S3	2.66	THE HAMLETS
S4	1.14	THE HAMLETS
S5	2.22	THE HAMLETS
S7	2.15	THE HAMLETS
S9	0.14	THE HAMLETS
S10	1.00	THE HAMLETS
S10A	0.88	THE HAMLETS
S11	0.40	THE HAMLETS
B-POND	3.21	THE HAMLETS
POST	18.12	CLUB CORTILE
SNOW WHITE	12.87	SNOW WHITE
TOTAL	42.79	TOTAL DRAINAGE BASIN AREA

NAME	AREA	PERMIT NUMBER
SNOW WHITE	12.87 AC	49-0274-P
CLUB CORTILE	18.09 AC	49-01464-P
THE HAMLETS	13.80 AC	49-00984-P
TOTAL DRAINAGE BASIN AREA	42.76 AC	

LEGEND

- PERMIT BOUNDARY: Dashed line
- PERMIT NAME: THE HAMLETS
- BASIN BOUNDARY: Solid line
- OVERLAND FLOW ARROW: Wavy arrow
- BASIN NAME: S1

DATE	DESCRIPTION	DATE	DESCRIPTION

PLANS NOT VALID, UNLESS SEALED

PREPARED FOR:
JORDAN
 JORDAN ENGINEERING & SURVEYING, INC.
 7525 MONROE DRIVE, SUITE 200
 BOCA RATON, FLORIDA 33433
 P: 561-993-2200 F: 561-993-2201

OSCEOLA COUNTY PUBLIC WORKS
 1 COURTHOUSE SQUARE, ST. 3100
 KISSIMMEE, FLORIDA 34741

Application No.: 1712008-1

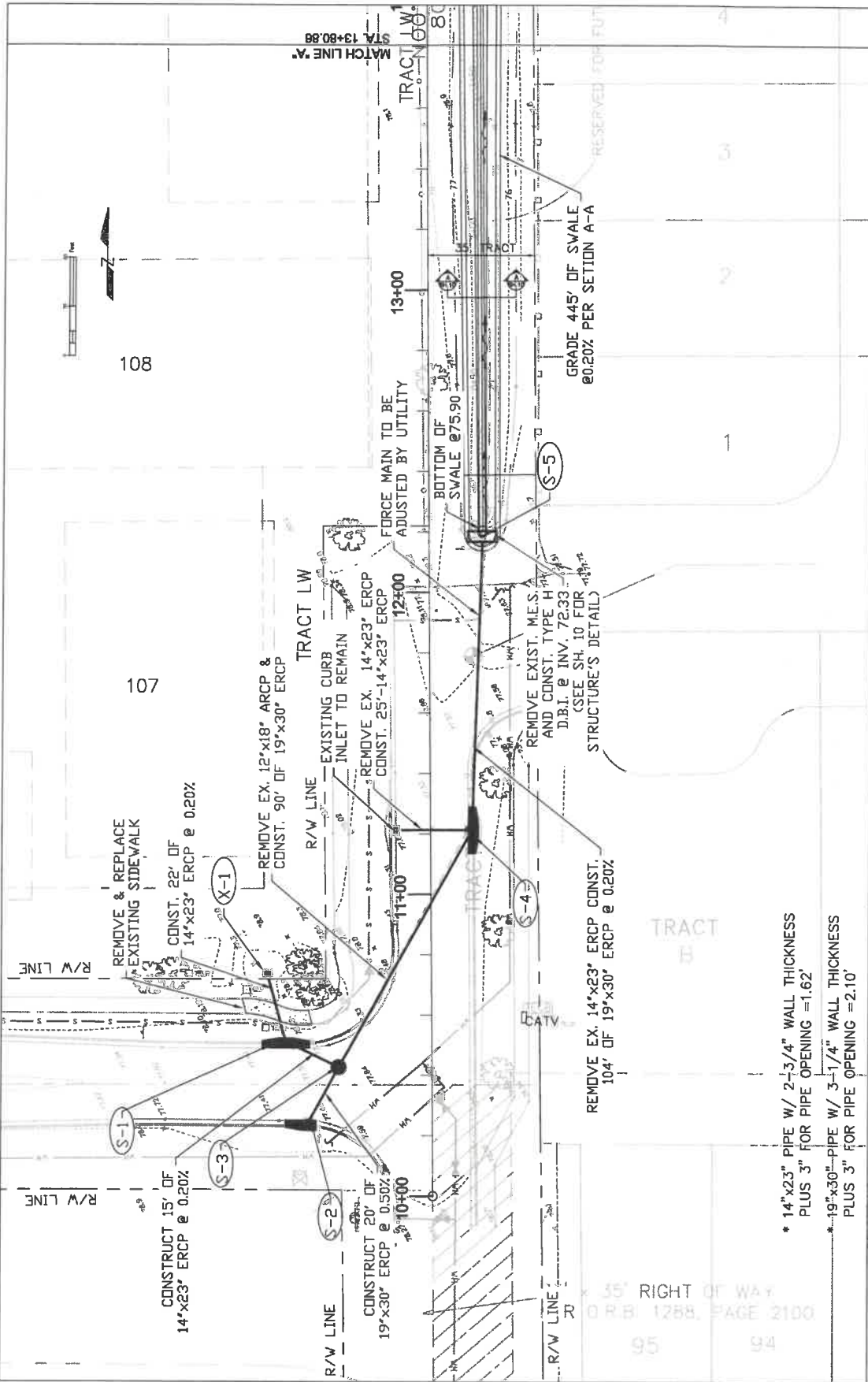
DRAINAGE BASIN MAP

SEVEN DWARFS LANE
 DRAINAGE IMPROVEMENTS

OSCEOLA COUNTY, FLORIDA

SHEET NUMBER: 5

Page 5 of 12



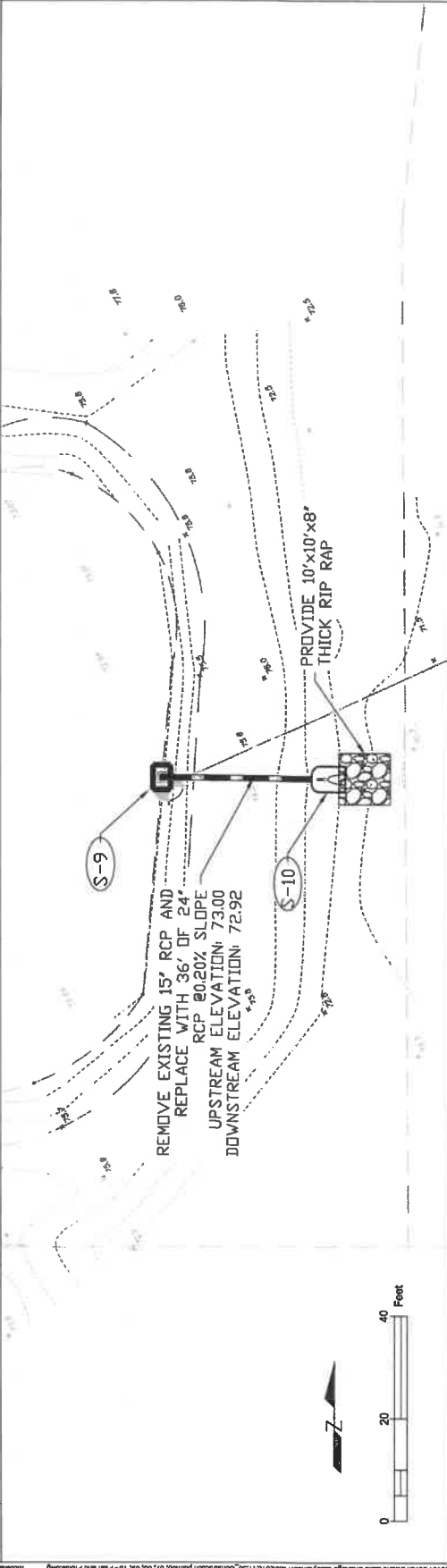
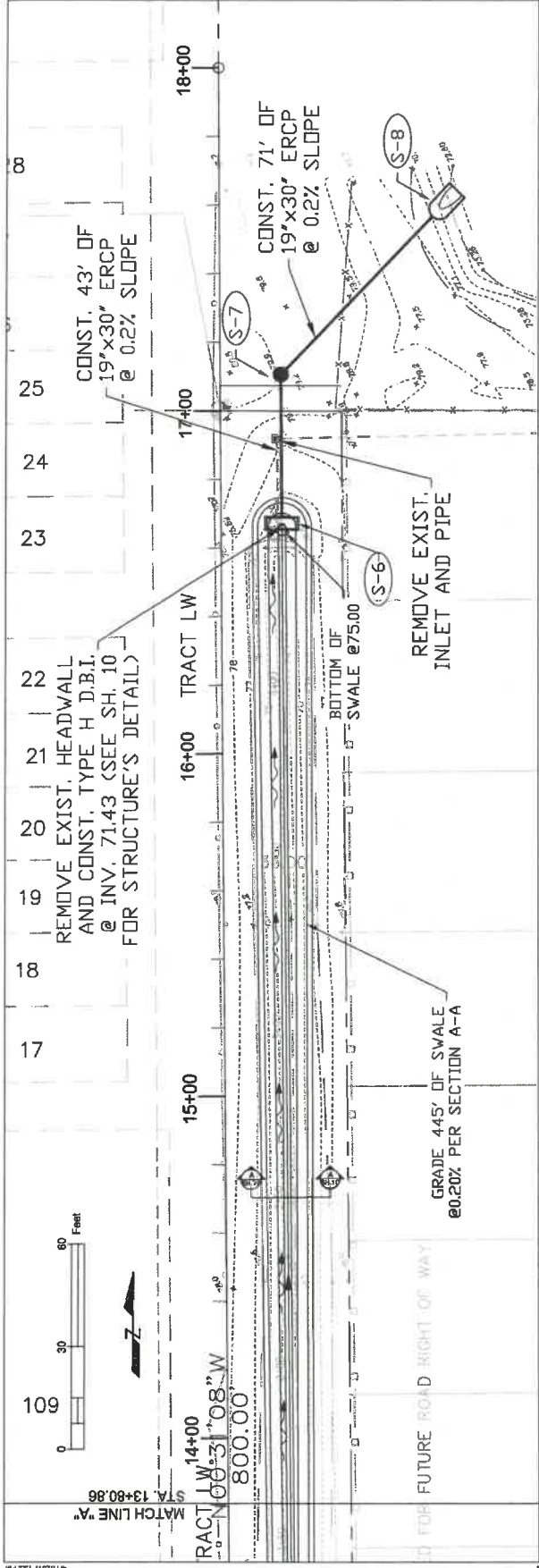
DATE	DESCRIPTION	DATE	DESCRIPTION

PLANET/VALID, UNLESS NOTED RAYMOND C. STANGLE II, P.E. NO. 41220	 JORDAN ENGINEERING 7575 MIDWINTER PARKWAY, SUITE 7 ORLANDO, FL 32819 P: 407.228.8840 F: 407.228.8114 FAX: NO. 23229	PREPARED FOR: OSCEOLA COUNTY PUBLIC WORKS 1 COURTHOUSE SQUARE, ST. 3100 KISSIMMEE, FLORIDA 34741	SHEET NUMBER 6 DRAINAGE IMPROVEMENT PLAN PHASE 1 STA. 10+00 TO STA. 13+80 SEVEN DWARES LANE DRAINAGE IMPROVEMENTS OSCEOLA COUNTY, FLORIDA SEC. 13, TWP. 20S, R. 10E
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Application No. 171208-4 Page 6 of 12

- * 14"x23" PIPE W/ 2-3/4" WALL THICKNESS PLUS 3" FOR PIPE OPENING = 1.62'
- * 19"x30" PIPE W/ 3-1/4" WALL THICKNESS PLUS 3" FOR PIPE OPENING = 2.10'

Exhibit 2



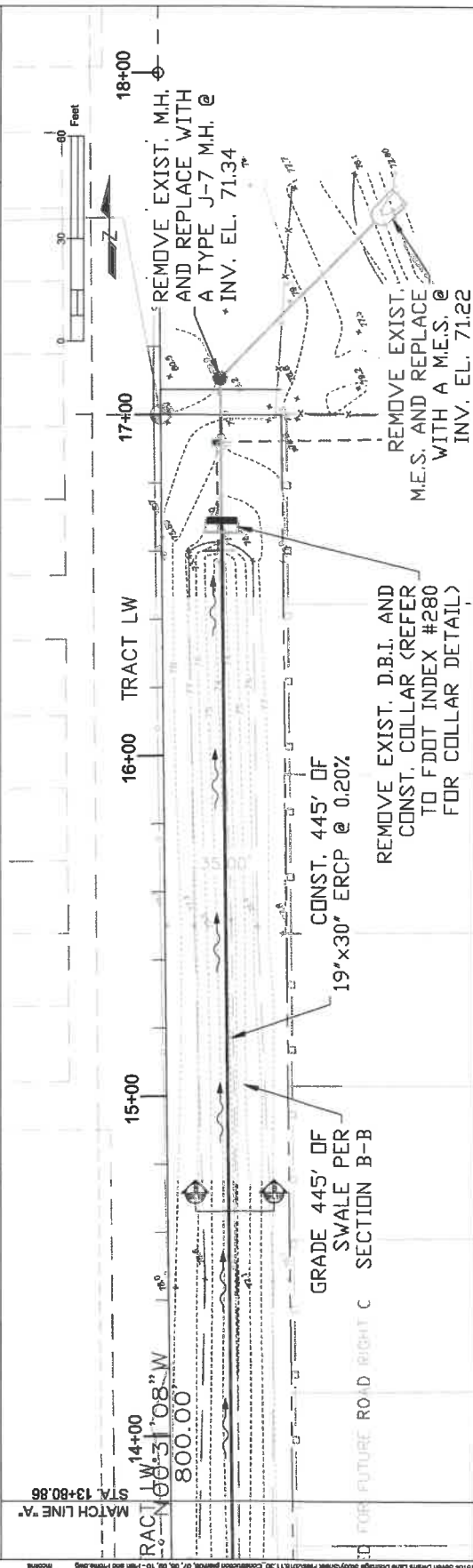
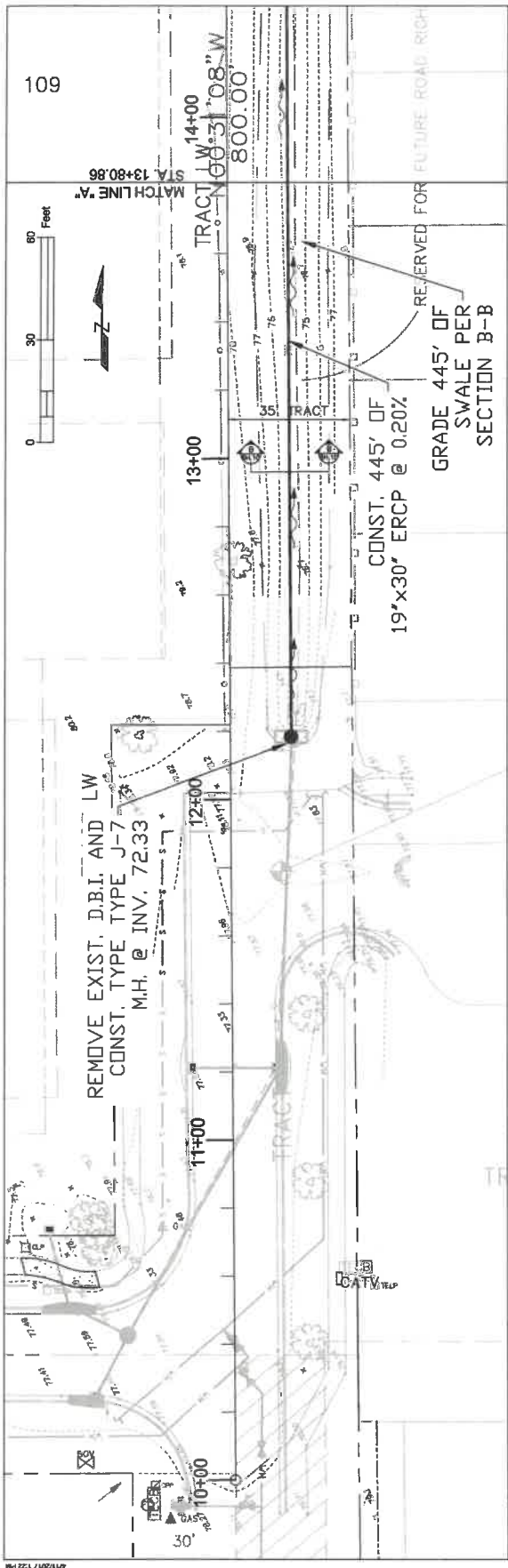
4/1/2017 1:23 PM

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

<p>PLAN NOT VALID, UNLESS SEALED</p> <p>JORDAN <small>INCORPORATED</small> 7973 WOODSON AVENUE, SUITE 30010 MIAMI, FLORIDA 33156 P: (407) 225-8640 F: (407) 245-5154 FAX: NO. 292289</p>	<p>PREPARED FOR:</p> <p>OSCEOLA COUNTY PUBLIC WORKS 1 COURTHOUSE SQUARE, ST. 3100 MISSISSIMEE, FLORIDA 34741</p>	<p>SHEET NUMBER</p> <p>7</p>
---	--	-------------------------------------

<p>DRAINAGE IMPROVEMENT PLAN</p> <p>PHASE 1 STA. 13+80 TO STA. 18+00</p> <p>SEVEN DWARFS LANE</p> <p>DRAINAGE IMPROVEMENTS</p> <p>OSCEOLA COUNTY, FLORIDA</p>	<p>SEC 12, T14P 25S, R16E 28E</p> <p>Page 7 of 12</p>
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Exhibit 2

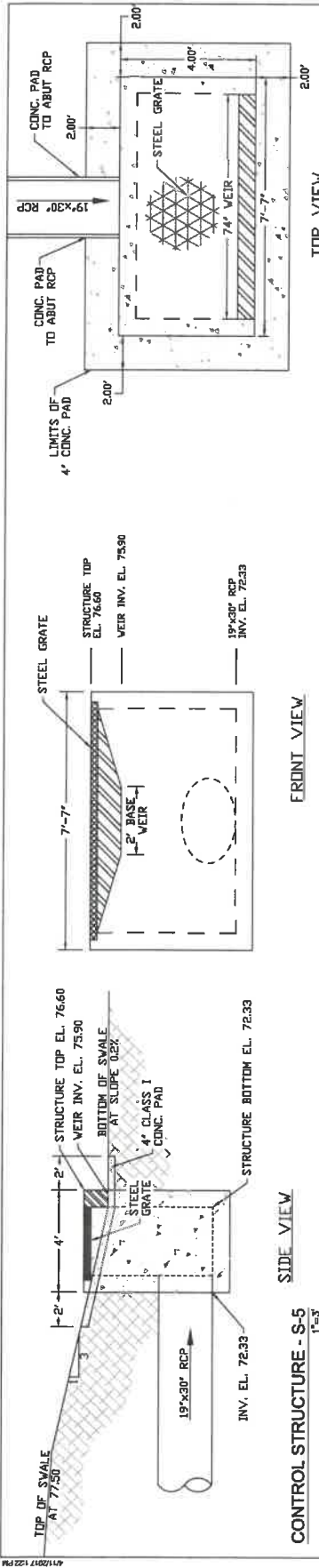


DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

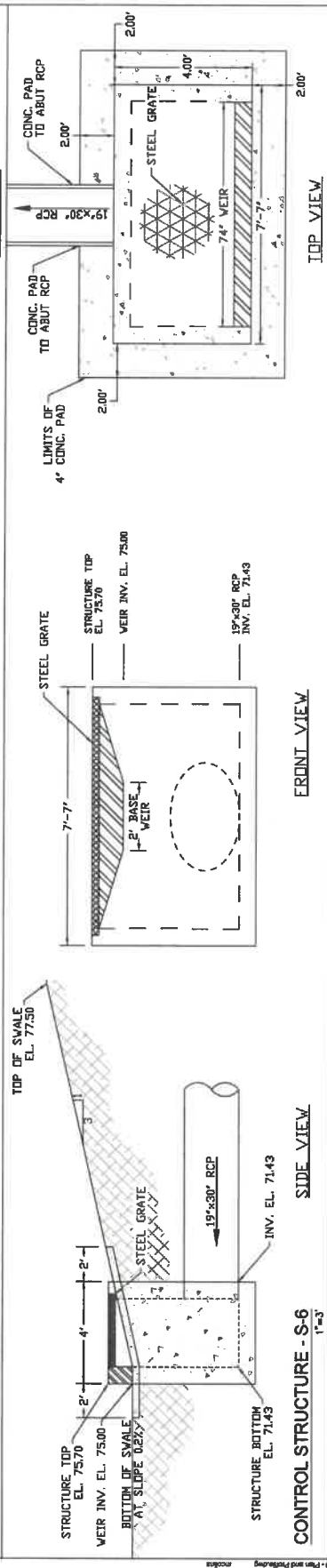
PREPARED FOR: **JORDAN** ENGINEERING & SURVEYING, INC.
 7375 UNIVERSITY PARKWAY, SUITE 200, BOCA RATON, FL 33433
 P: (561) 995-2000 F: (561) 995-2001
 OSCEOLA COUNTY PUBLIC WORKS
 1 COURTHOUSE SQUARE, ST. 3100
 KISSIMMEE, FLORIDA 34741
 Application No: 171208-1

DRAINAGE IMPROVEMENT PLAN
 PHASE 2 STA. 13+80 TO STA. 18+00
 SEVEN DWARFS LANE
 DRAINAGE IMPROVEMENTS

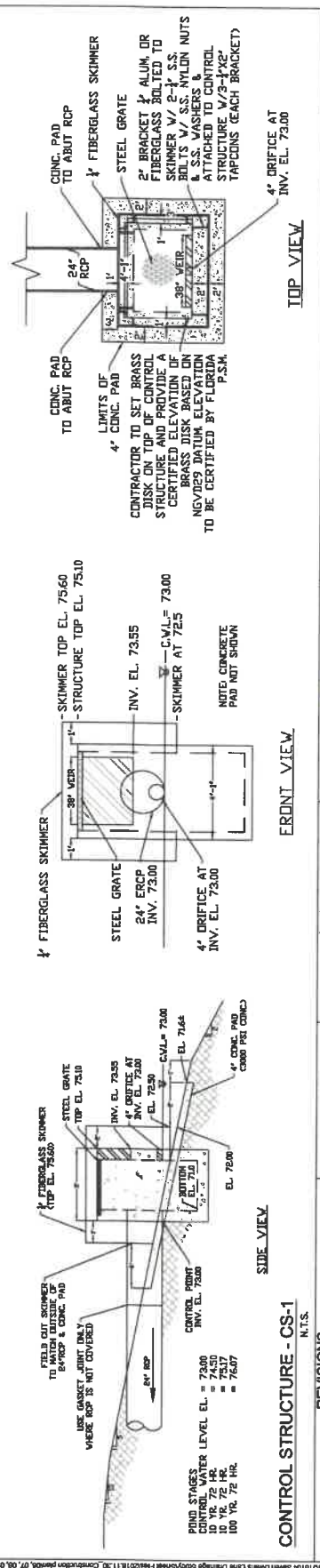
SHEET NUMBER: 8
 OF 8
 Page 8 of 12



CONTROL STRUCTURE - S-5
1'-3"



CONTROL STRUCTURE - S-6
1'-3"



CONTROL STRUCTURE - CS-1
N.T.S.

DATE	DESCRIPTION	DATE	DESCRIPTION

REVISIONS

PLAN NOT VALID UNLESS REALED

RAYMOND G. STANGLE N.P.E.
NO. 41920

7975 MIDWAY DRIVE, SUITE 500, JORDAN, FL 32690
P: (407) 228-2800 F: (407) 228-8171

FOR: OSCEOLA COUNTY PUBLIC WORKS
1 COURTHOUSE SQUARE, ST. 3100
KISSIMMEE, FLORIDA 34741

PREPARED FOR: OSCEOLA COUNTY, FLORIDA

SEVEN DWARFS LANE
DRAINAGE IMPROVEMENTS

SHEET NUMBER 9

EXHIBIT 2

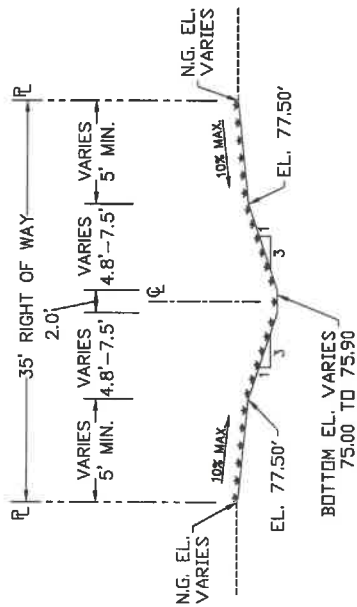
Application No. 171208-1

OSCEOLA COUNTY, FLORIDA

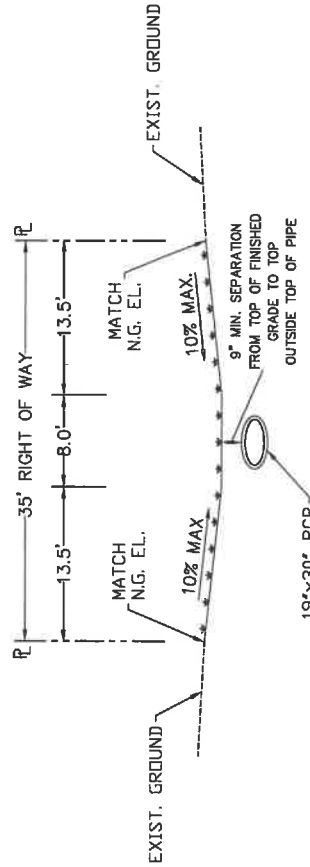
REG. 12, TIME 355, ENG. 15

Page 9 of 12

TYPICAL SECTION "A-A"
PHASE 1



TYPICAL SECTION "B-B"
PHASE 2



(X-1) IDPR MODEL + BASIN NAME "H-2"
STA. 10+74.40, 54' LT
EXIST. D.B.I. (TO REMAIN)
SAW CUT SOUTH FACE OF
STRUCTURE AND REMOVE TO
ALLOW FOR CONNECTION OF
14"x23" RCP TO THIS INLET
AT INVERT EL. = 72.77

(S-1) IDPR MODEL + BASIN NAME "H-4"
STA. 10+51.29, 48' LT
TYPE P-5 CURB INLET (3'-6" SQ.)
EDP. EL. = 77.40± (MATCH EXIST. EDP)
F.L. BK. EL. = 72.80
F.L. BK. EL. = 72.80

(S-2) IDPR MODEL + BASIN NAME "S-DIV"
STA. 10+23.97, 42' LT
REMOVE EXIST. INLET CONSTRUCT
TYPE P-5 CURB INLET (4' SQ.)
EDP. EL. = 77.40± (MATCH EX. EDP)
F.L. BK. EL. = 72.80
F.M. BK. EL. = 72.80
(PROVIDE KNOCK-OUT FOR FUTURE
24" RCP)

(S-3) IDPR MODEL + BASIN NAME "H-2"
STA. 10+42.87, 31' LT
TYPE J-7 CURB INLET (6'Ø)
EDP. EL. = 77.44± (MATCH EXIST. EDP)
F.L. BK. EL. = 72.70 (14"x23")
F.L. BK. EL. = 72.70 (19"x30")
F.L. BK. EL. = 72.70 (19"x30")

(S-4) IDPR MODEL + BASIN NAME "S-7"
STA. 11+20.94, 14' RT
REMOVE EXIST. INLET
CONSTR. TYPE J-6 CURB INLET (6'Ø)
EDP. EL. = 77.00± (MATCH EXIST. EDP)
F.L. BK. EL. = 72.52 (14"x23" RCP)
F.L. BK. EL. = 72.52 (19"x23" RCP)
F.M. BK. EL. = 73.00 (19"x30")

(S-5) IDPR MODEL + BASIN NAME "H-1"
STA. 12+18.42, 18' RT
REMOVE EXIST. MES AND CONST.
TYPE H D.B.I.
TOP EL. = 76.60
F.L. BK. EL. = 72.33
F.L. AH. EL. = 72.33 (PROVIDE
KNOCK-OUT FOR FUTURE 24" RCP)
2' THREAT IN N. FACE = 75.90

(S-6) IDPR MODEL + BASIN NAME "D-2"
STA. 16+67, 17.5' RT.
TYPE H D.B.I.
TOP EL. 75.7
F.L. BK. EL. = 75.00
F.L. AH. EL. = 71.43
2' THREAT IN S. FACE = 75.00

(S-7) IDPR MODEL + BASIN NAME "S-11"
STA. 17+60.16, 65.5' RT.
CONSTR. TYPE J-7 AH. (8'Ø)
TOP ELEVATION = 75.00
F.L. BK. EL. = 71.34
F.L. AH. EL. = 71.34

(S-8) IDPR MODEL + BASIN NAME "POOP"
STA. 16+92, 16.31' RT.
CONST. MES
SM. INV. 71.20
ADJUST LOCATION TO MATCH
EXISTING POOP SIDE SLOPES

(S-9) IDPR MODEL + BASIN NAME "D-1"
STA. 17+85, 837' RT.
EXISTING CONTROL STRUCTURE
TO BE REPLACED TO MEET THE
FOLLOWING CRITERIA:
WEIR SPAN (INH) 38.00
WEIR RISE (INH) 19.60
INVERT EL. 73.55
INLET DEF. (INH) 4.00
INVERT EL. 73.00

(S-10) IDPR MODEL + BASIN NAME "TRUCKY"
STA. 17+85, 869' RT.
CONSTRUCT M.E.S. (4:1 SLOPE)
FLOW LINE ELEVATION = 72.92

DATE	REVISIONS	DESCRIPTION

PREPARED FOR:
OSCEOLA COUNTY PUBLIC WORKS
1 COURTHOUSE SQUARE, ST. 3100
KISSIMMEE, FLORIDA 34741

RAYMOND G. STANGLE II, P.E.
NO. 41220

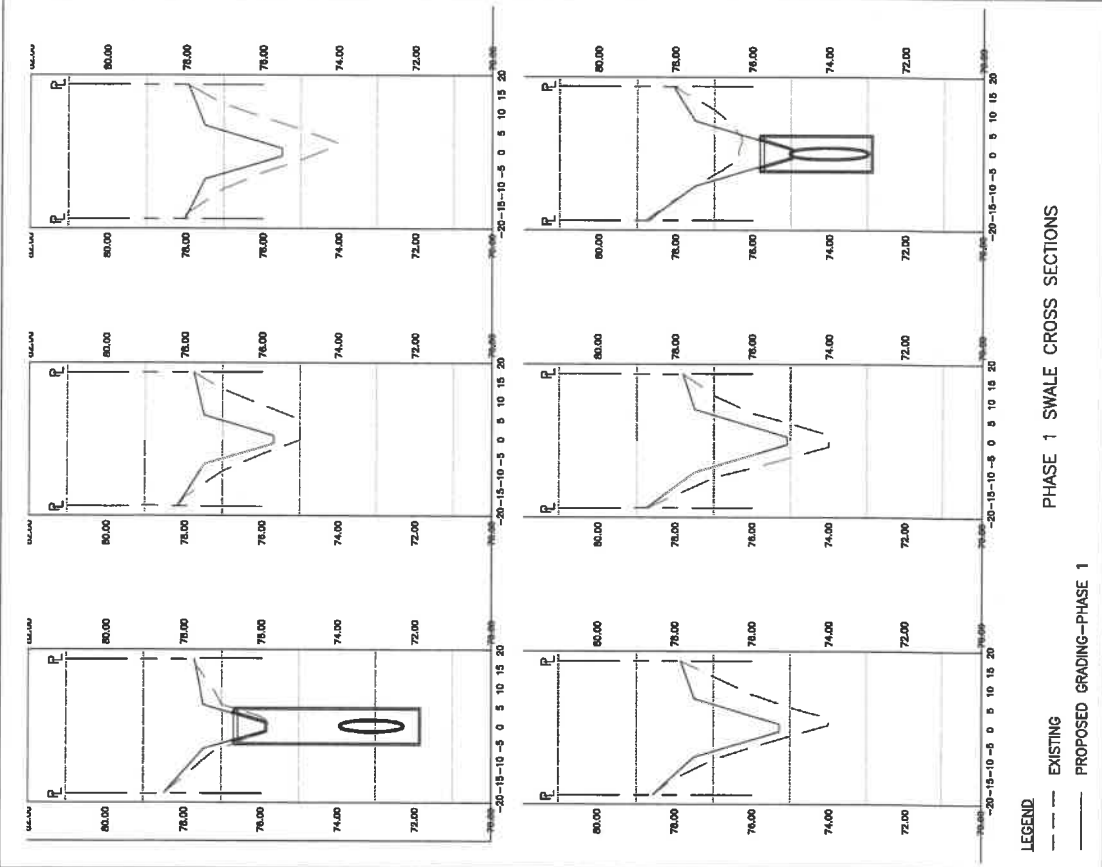
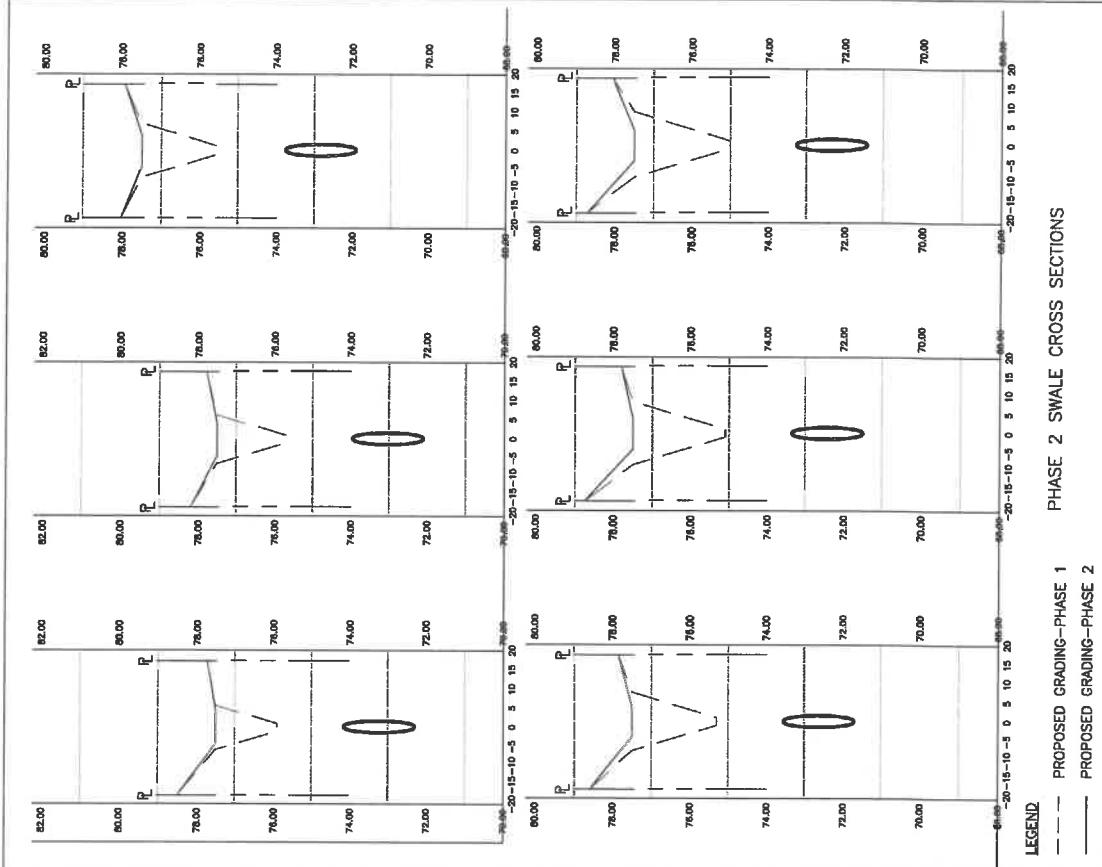
JORDAN ENGINEERING, INC.
7075 WINDSOR PARK DRIVE, SUITE 200
ORLANDO, FL 32819
P: 407.228.2640 F: 407.228.2611 FAX: 407.228.2638

DRAINAGE STRUCTURE DATA SHEET
AND TYPICAL SECTION
SEVEN DWARFS LANE
DRAINAGE IMPROVEMENTS

SHEET NUMBER 10

OSCEOLA COUNTY, FLORIDA

SEC. 13, TWP. 25S, R. 15E, S. 10E



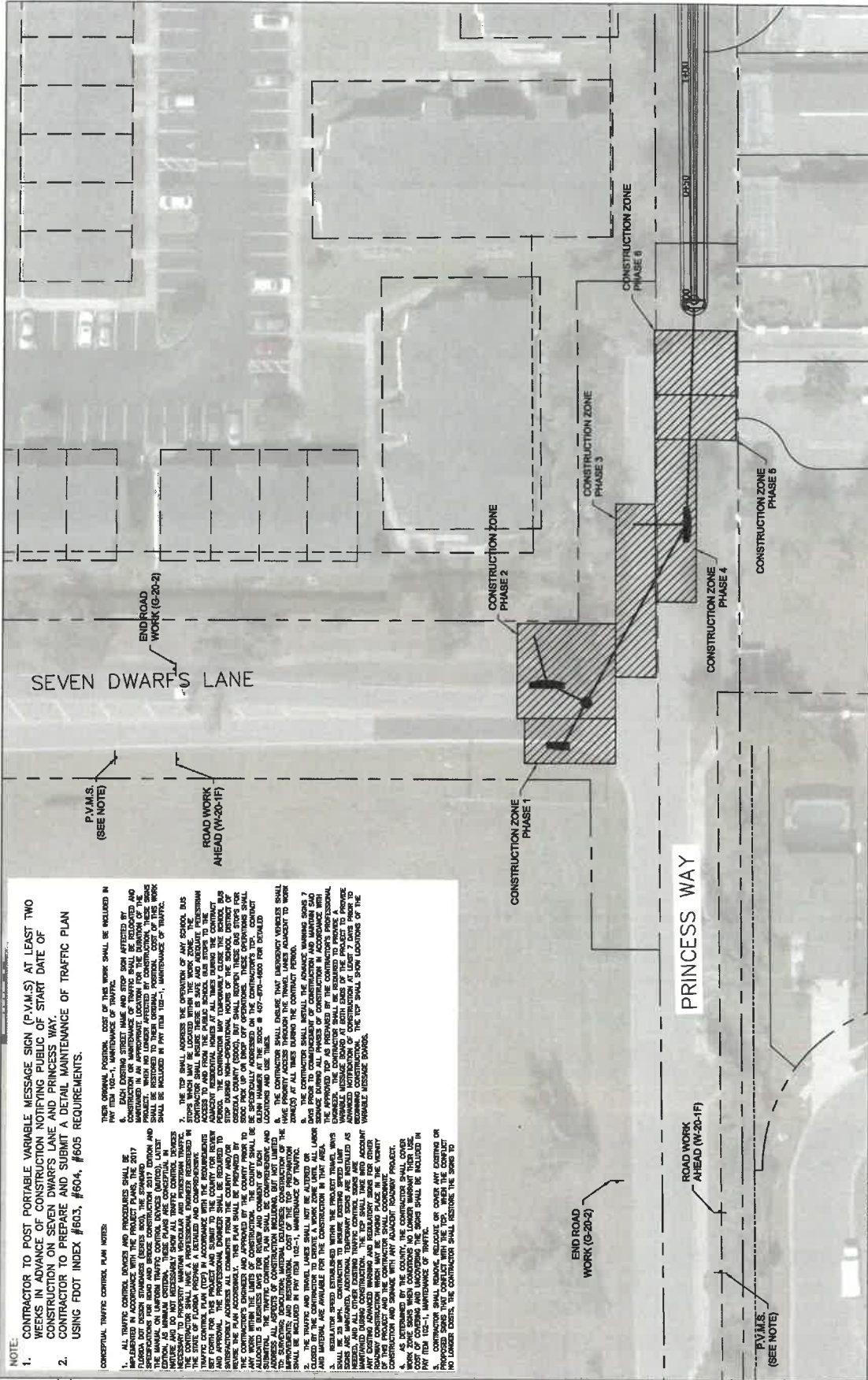
PREPARED FOR:  OSCEOLA COUNTY PUBLIC WORKS 1 COURTHOUSE SQUARE, ST. 3100 KISSIMMEE, FLORIDA 34741 OSCEOLA COUNTY, FLORIDA		SHEET NUMBER 11
Application No. 17-208-1		SEC 12, TWP 28S, RNG 2E
SWALE CROSS SECTIONS PHASE 1 AND PHASE 2 SEVEN DWARFS LANE DRAINAGE IMPROVEMENTS		Page 11 of 12

DATE	DESCRIPTION	REVISIONS	DATE

PLAN NOT VALID UNLESS SEALED

RAYMOND C. STANGLER II, P.E.
 NO. 41220

JORDAN
 CIVIL ENGINEERING
 7975 WINDSOR PARK DRIVE, SUITE 500
 ORLANDO, FL 32819
 P: 407.226.8600 F: 407.246.8174 FAX: NO. 28229



CONTRACTOR TO POST PORTABLE VARIABLE MESSAGE SIGN (P.V.M.S.) AT LEAST TWO WEEKS IN ADVANCE OF CONSTRUCTION NOTIFYING PUBLIC OF START DATE OF CONSTRUCTION ON SEVEN DWARFS LANE AND PRINCESS WAY. CONTRACTOR TO PREPARE AND SUBMIT A DETAILED MAINTENANCE OF TRAFFIC PLAN USING FDOT INDEX #603, #604, #605 REQUIREMENTS.

NOTE:

- CONTRACTOR TO POST PORTABLE VARIABLE MESSAGE SIGN (P.V.M.S.) AT LEAST TWO WEEKS IN ADVANCE OF CONSTRUCTION NOTIFYING PUBLIC OF START DATE OF CONSTRUCTION ON SEVEN DWARFS LANE AND PRINCESS WAY. CONTRACTOR TO PREPARE AND SUBMIT A DETAILED MAINTENANCE OF TRAFFIC PLAN USING FDOT INDEX #603, #604, #605 REQUIREMENTS.
- CONTRACTOR TO POST PORTABLE VARIABLE MESSAGE SIGN (P.V.M.S.) AT LEAST TWO WEEKS IN ADVANCE OF CONSTRUCTION NOTIFYING PUBLIC OF START DATE OF CONSTRUCTION ON SEVEN DWARFS LANE AND PRINCESS WAY. CONTRACTOR TO PREPARE AND SUBMIT A DETAILED MAINTENANCE OF TRAFFIC PLAN USING FDOT INDEX #603, #604, #605 REQUIREMENTS.

REVISIONS		
DATE	DESCRIPTION	DATE

PLANS NOT VALD, UNLESS SEALED

RAYMOND C. STANGLE II, P.E.
 NO. 41220
 7575 WINDSPRINGS FARM ST. # 32819
 7575 WINDSPRINGS FARM ST. # 32819
 P: 407.728.2840 F: 407.728.6111
 REG. NO. 26229

JORDAN
 TRANSPORTATION GROUP, LLC
 407.728.2840

PREPARED FOR:
OSCEOLA COUNTY PUBLIC WORKS
 1 COURTHOUSE SQUARE, ST. 3100
 KISSIMMEE, FLORIDA 34741

TRAFFIC CONTROL PLAN
 SEVEN DWARFS LANE
 DRAINAGE IMPROVEMENTS

SHEET NUMBER
12
 OF 12

Application No: 171208-1

STAFF REPORT DISTRIBUTION LIST

SEVEN DWARFS LANE

Application No: 171208-1

Permit No: 49-00958-P

INTERNAL DISTRIBUTION

- X Annette V. Burkett
- X Susan C. Elfers
- X Marc S. Ady
- X Mark S. Daron, P.E.
- X A. Waterhouse, P.E.

EXTERNAL DISTRIBUTION

- X Permittee - Osceola County
- X Engr Consultant - Jordan Associates & Consulting

GOVERNMENT AGENCIES

- X Div of Recreation and Park - District 3 - Chelsey
Sprouse, FDEP
- X Osceola County Engineer
- X US Army Corps of Engineers Permit Section



South Florida Water Management District

Library

Orlando Service Center • 7335 Lake Ellenor Drive • Orlando, FL 32809
(407) 858-6100 • Fax (407) 858-6121 • 1-800-250-4250 • Suncom 358-6100

01/15/2010 JC

CON 24-06

Regulation Department
Application No. 950727-2

March 16, 1999

Mr. Guiseppe Galluzzo
Trustee of the Hamlets Trust
Post Office Box 2873
Orlando, Florida 32802-2873

Subject: Environmental Resource Standard General Permit No. 49-00958-P
Permittee: Guiseppe Galluzzo
Project: The Hamlets
Location: Osceola County, S13/T25S/R28E

Dear Permittee:

Enclosed please find notification and conditions of the South Florida Water Management District Environmental Resource Standard General Permit No. 49-00958-P issued March 16, 1999, for the Hamlets application. If you have questions please do not hesitate to call me.

Sincerely,

William C. Stimmel
Service Center Director
Orlando Service Center

WCS/jrr

Enclosures

jrr165

g
Governing Board:

Frank Williamson, Jr., Chairman
Eugene K. Pettis, Vice Chairman
Mitchell W. Berger

Vera M. Carter
William E. Graham
William Hammond

Richard A. Macheck
Michael D. Minton
Miriam Singer

Samuel E. Poole III, Executive Director
Michael Slayton, Deputy Executive Director
William C. Stimmel, Orlando Service Center Director

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
STANDARD GENERAL PERMIT NO. 49-00958-P**

Form #0941
08/95

DATE ISSUED: March 16, 1999

PERMITTEE: GUISEPPE GALLUZZO
TRUSTEE OF HAMLETS TRUST
POST OFFICE BOX 2873
ORLANDO, FL 32802-2873

PROJECT DESCRIPTION: A SURFACE WATER MANAGEMENT SYSTEM SERVING 24.78 ACRE(S) OF
RESIDENTIAL DEVELOPMENT KNOWN AS THE HAMLETS.

PROJECT LOCATION: OSCEOLA COUNTY, SECTION 13 TWP 25S RGE 28E

PERMIT DURATION: Five years from the date issued to complete construction of the
surface water management system as authorized herein. See attached
Rule 40E-4.321. Florida Administrative Code.

This is to notify you of the District's agency action concerning Notice of Intent for
Permit Application No. 950727-2, dated July 27, 1995. This action is taken pursuant to
Rule 40E-1.603 and Chapter 40E-40, Florida Administrative Code (F.A.C.).

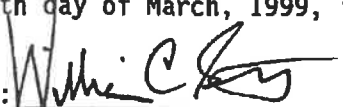
Based on the information provided, District rules have been adhered to and an
Environmental Resource General Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing,
2. the attached General Conditions,
3. the attached 13 Special Conditions, and
4. the attached 6 Exhibit(s).

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on this 16th day of March, 1999, in accordance with Section 120.60(3), Florida Statutes.

BY: 
William C. Stimme
Service Center Director
Orlando Service Center

Certified Mail No. Z 098 719 373

Enclosures

SCANNED 01/15/2010 10

SCANNED

NOTICE OF RIGHTS

Section 120.569(1), Fla. Stat. (1997), requires that "each notice shall inform the recipient of any administrative hearing or judicial review that is available under this section, s. 120.57, or s. 120.66; shall indicate the procedure which must be followed to obtain the hearing or judicial review, and shall state the time limits which apply." Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

Petition for Administrative Proceedings

1. A person whose substantial interests are affected by the South Florida Water Management District's (SFWMD) action has the right to request an administrative hearing on that action. The affected person may request either a formal or an informal hearing, as set forth below. A point of entry into administrative proceedings is governed by Rules 28-106.111 and 40E-1.511, Fla. Admin. Code, (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109), as set forth below. Petitions are deemed filed upon receipt of the original documents by the SFWMD Clerk:

a. Formal Administrative Hearing: If a genuine issue(s) of material fact is in dispute, the affected person seeking a formal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(1), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.201(2), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

b. Informal Administrative Hearing: If there are no issues of material fact in dispute, the affected person seeking an informal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(2), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.301(2), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

c. Administrative Complaint and Order: If a Respondent objects to a SFWMD Administrative Complaint and Order, pursuant to Section 373.119, Fla. Stat. (1997), the person named in the Administrative Complaint and Order may file a petition for a hearing no later than 14 days after the date such order is served. Petitions must substantially comply with the requirements either subsection a. or b. above.

d. State Lands Environmental Resource Permit: Pursuant to Section 373.427, Fla. Stat., and Rule 40E-1.511(3), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), a petition objecting to the SFWMD's agency action regarding consolidated applications for Environmental Resource Permits and Use of Sovereign Submerged Lands (SLERPs), must be filed within 14 days of the notice of consolidated intent to grant or deny the SLERP. Petitions must substantially comply with the requirements of either subsection a. or b. above.

e. Emergency Authorization and Order: A person whose substantial interests are affected by a SFWMD Emergency Authorization and Order, has a right to file a petition under Sections 120.569, 120.57(1), and 120.57(2), Fla. Stat., as provided in subsections a. and b. above. However, the person, or the agent of the person responsible for causing or contributing to the emergency conditions shall take whatever action necessary to cause immediate compliance with the terms of the Emergency Authorization and Order.

f. Order for Emergency Action: A person whose substantial interests are affected by a SFWMD Order for Emergency Action has a right to file a petition pursuant to Rules 28-107.005 and 40E-1.611, Fla. Admin. Code, copies of which are attached to this Notice of Rights, and Section 373.119(3), Fla. Stat., for a hearing on the Order. Any subsequent agency action or proposed agency action to initiate a formal revocation proceeding shall be separately noticed pursuant to section g. below.

g. Permit Suspension, Revocation, Annulment, and Withdrawal: If the SFWMD issues an administrative complaint to suspend, revoke, annul, or withdraw a permit, the permittee may request a hearing to be conducted in accordance with Sections 120.569 and 120.57, Fla. Stat., within 21 days of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-107.004(3), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

2. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the SFWMD's final action may be different from the position taken by it previously. Persons whose substantial interests may be affected by

any such final decision of the SFWMD shall have, pursuant to Rule 40E-1.511(2), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), an additional 21 days from the date of receipt of notice of said decision to request an administrative hearing. However, the scope of the administrative hearing shall be limited to the substantial deviation.

3. Pursuant to Rule 40E-1.511(4), Fla. Admin. Code, substantially affected persons entitled to a hearing pursuant to Section 120.57(1), Fla. Stat., may waive their right to such a hearing and request an informal hearing before the Governing Board pursuant to Section 120.57(2), Fla. Stat., which may be granted at the option of the Governing Board.

4. Pursuant to Rule 28-106.111(3), Fla. Admin. Code, persons may file with the SFWMD a request for extension of time for filing a petition. The SFWMD, for good cause shown, may grant the extension. The request for extension must contain a certificate that the petitioner has consulted with all other parties, if any, concerning the extension and that the SFWMD and all other parties agree to the extension.

CIRCUIT COURT

5. Pursuant to Section 373.617, Fla. Stat., any substantially affected person who claims that final agency action of the SFWMD relating to permit decisions constitutes an unconstitutional taking of property without just compensation may seek judicial review of the action in circuit court by filing a civil action in the circuit court in the judicial circuit in which the affected property is located within 90 days of the rendering of the SFWMD's final agency action.

6. Pursuant to Section 403.412, Fla. Stat., any citizen of Florida may bring an action for injunctive relief against the SFWMD to compel the SFWMD to enforce the laws of Chapter 373, Fla. Stat., and Title 40E, Fla. Admin. Code. The complaining party must file with the SFWMD Clerk a verified complaint setting forth the facts upon which the complaint is based and the manner in which the complaining party is affected. If the SFWMD does not take appropriate action on the complaint within 30 days of receipt, the complaining party may then file a civil suit for injunctive relief in the 15th Judicial Circuit in and for Palm Beach County or circuit court in the county where the cause of action allegedly occurred.

7. Pursuant to Section 373.433, Fla. Stat., a private citizen of Florida may file suit in circuit court to require the abatement of any stormwater management system, dam, impoundment, reservoir, appurtenant work or works that violate the provisions of Chapter 373, Fla. Stat.

DISTRICT COURT OF APPEAL

8. Pursuant to Section 120.68, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the SFWMD Clerk within 30 days of rendering of the final SFWMD action.

LAND AND WATER ADJUDICATORY COMMISSION

9. A party to a "proceeding below" may seek review by the Land and Water Adjudicatory Commission (LAWAC) of SFWMD's final agency action to determine if such action is consistent with the provisions and purposes of Chapter 373, Fla. Stat. Pursuant to Section 373.114, Fla. Stat., and Rules 42-2.013 and 42-2.0132, Fla. Admin. Code, a request for review of (a) an order or rule of the SFWMD must be filed with LAWAC within 20 days after rendition of the order or adoption of the rule sought to be reviewed; (b) an order of the Department of Environmental Protection (DEP) requiring amendment or repeal of a SFWMD rule must be filed with LAWAC within 30 days of rendition of the DEP's order, and (c) a SFWMD order entered pursuant to a formal administrative hearing under Section 120.57(1), Fla. Stat., must be filed no later than 20 days after rendition of the SFWMD's final order. Simultaneous with filing, a copy of the request for review must be served on the DEP Secretary, any person named in the SFWMD or DEP final order, and all parties to the proceeding below. A copy of Rule 42-2.013, Fla. Admin. Code is attached to this Notice of Rights.

PRIVATE PROPERTY RIGHTS PROTECTION ACT

10. A property owner who alleges a specific action of the SFWMD has inordinately burdened an existing use of the real property, or a vested right to a specific use of the real property, may file a claim in the circuit court where the real property is located within 1 year of the SFWMD action pursuant to the procedures set forth in Subsection 70.001(4)(a), Fla. Stat.

LAND USE AND ENVIRONMENTAL DISPUTE RESOLUTION

11. A property owner who alleges that a SFWMD development order (as that term is defined in Section 70.51(2)(a), Fla. Stat. to include permits) or SFWMD enforcement action is unreasonable, or unfairly burdens the use of the real property, may file a request for relief with the SFWMD within 30 days of receipt of the SFWMD's order or notice of agency action pursuant to the procedures set forth in Subsections 70.51(4) and (6), Fla. Stat.

MEDIATION

12. A person whose substantial interests are, or may be, affected by the SFWMD's action may choose mediation as an alternative remedy under Section 120.573, Fla. Stat. Pursuant to Rule 28-106.111(2), Fla. Admin. Code, the petition for mediation shall be filed within 21 days of either written notice through mail or posting or

publication of notice that the SFWMD has or intends to take final agency action. Choosing mediation will not adversely affect the right to an administrative hearing if mediation does not result in settlement.

Pursuant to Rule 28-106.402, Fla. Admn. Code, the contents of the petition for mediation shall contain the following information:

(1) the name, address, and telephone number of the person requesting mediation and that person's representative, if any;

(2) a statement of the preliminary agency action;

(3) an explanation of how the person's substantial interests will be affected by the agency determination; and

(4) a statement of relief sought.

As provided in Section 120.573, Fla. Stat. (1997), the timely agreement of all the parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57, Fla. Stat., for requesting and holding an administrative hearing. Unless otherwise agreed by the parties, the mediation must be concluded within 60 days of the execution of the agreement. If mediation results in settlement of the dispute, the SFWMD must enter a final order incorporating the agreement of the parties. Persons whose substantial interest will be affected by such a modified agency decision have a right to petition for hearing within 21 days of receipt of the final order in accordance with the requirements of Sections 120.569 and 120.57, Fla. Stat., and SFWMD Rule 28-106.201(2), Fla. Admn. Code. If mediation terminates without settlement of the dispute, the SFWMD shall notify all parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Fla. Stat., remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action.

VARIANCES AND WAIVERS

13. A person who is subject to regulation pursuant to a SFWMD rule and believes the application of that rule will create a substantial hardship or will violate principles of fairness (as those terms are defined in Subsection 120.542(2), Fla. Stat.) and can demonstrate that the purpose of the underlying statute will be or has been achieved by other means, may file a petition with the SFWMD Clerk requesting a variance from or waiver of the SFWMD rule. Applying for a variance or waiver does not substitute or extend the time for filing a petition for an administrative hearing or exercising any other right that a person may have concerning the SFWMD's action. Pursuant to Rule 28-104.002(2), Fla. Admn. Code, the petition must include the following information:

(a) the caption shall read:

Petition for (Variance from) or (Waiver of) Rule (Citation)

(b) The name, address, telephone number and any facsimile number of the petitioner;

(c) The name, address telephone number and any facsimile number of the attorney or qualified representative of the petitioner, (if any);

(d) the applicable rule or portion of the rule;

(e) the citation to the statute the rule is implementing;

(f) the type of action requested;

(g) the specific facts that demonstrate a substantial hardship or violation of principals of fairness that would justify a waiver or variance for the petitioner;

(h) the reason why the variance or the waiver requested would serve the purposes of the underlying statute; and

(i) a statement of whether the variance or waiver is permanent or temporary. If the variance or waiver is temporary, the petition shall include the dates indicating the duration of the requested variance or waiver.

A person requesting an emergency variance from or waiver of a SFWMD rule must clearly so state in the caption of the petition. In addition to the requirements of Section 120.542(5), Fla. Stat. pursuant to Rule 28-104.004(2), Fla. Admn. Code, the petition must also include:

a) the specific facts that make the situation an emergency; and

b) the specific facts to show that the petitioner will suffer immediate adverse effect unless the variance or waiver is issued by the SFWMD more expeditiously than the applicable timeframes set forth in Section 120.542, Fla. Stat.

WAIVER OF RIGHTS

14. Failure to observe the relevant time frames prescribed above will constitute a waiver of such right.

28-106.201

INITIATION OF PROCEEDINGS

(INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and

(f) A demand for relief.

28-106.301

**INITIATION OF PROCEEDINGS
(NOT INVOLVING DISPUTED ISSUES OF MATERIAL FACT)**

(2)

All petitions filed under these rules shall contain:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
- (e) A demand for relief.

**28-107.004 SUSPENSION, REVOCATION, ANNULMENT,
OR WITHDRAWAL**

(3) Requests for hearing filed in accordance with this rule shall include:

- (a) The name and address of the party making the request, for purposes of service;
- (b) A statement that the party is requesting a hearing involving disputed issues of material fact, or a hearing not involving disputed issues of material fact; and
- (c) A reference to the notice, order to show cause, administrative complaint, or other communication that the party has received from the agency.

**42-2.013 REQUEST FOR REVIEW PURSUANT TO
SECTION 373.114 OR 373.217**

(1) In any proceeding arising under Chapter 373, F.S., review by the Florida Land and Water Adjudicatory Commission may be initiated by the Department or a party by filing a request for such review with the Secretary of the Commission and serving a copy on any person named in the rule or order, and on all parties to the proceeding which resulted in the order sought to be reviewed. A certificate of service showing completion of service as required by this subsection shall be a requirement for a determination of sufficiency under Rule 42-2.0132. Failure to file the request with the Commission within the time period provided in Rule 42-2.0132 shall result in dismissal of the request for review.

(2) The request for review shall identify the rule or order requested to be reviewed, the proceeding in which the rule or order was entered and the nature of the rule or order. A copy of the rule or order sought to be reviewed shall be attached. The request for review shall state with particularity:

- (a) How the order or rule conflicts with the requirements, provisions and purposes of Chapter 373, F.S., or rules duly adopted thereunder;

(b) How the rule or order sought to be reviewed affects the interests of the party seeking review;

(c) The oral or written statement, sworn or unsworn, which was submitted to the agency concerning the matter to be reviewed and the date and location of the statement, if the individual or entity requesting the review has not participated in a proceeding previously instituted pursuant to Chapter 120, F.S., on the order for which review is sought;

(d) If review of an order is being sought, whether and how the activity authorized by the order would substantially affect natural resources of statewide or regional significance, or whether the order raises issues of policy, statutory interpretation, or rule interpretation that have regional or statewide significance from a standpoint of agency precedent, and all the factual bases in the record which the petitioner claims support such determination(s); and

(e) The action requested to be taken by the Commission as a result of the review, whether to rescind or modify the order, or remand the proceeding to the water management district for further action, or to require the water management district to initiate rulemaking to adopt, amend or repeal a rule.

28-107.005 EMERGENCY ACTION

(1) If the agency finds that immediate serious danger to the public health, safety, or welfare requires emergency action, the agency shall summarily suspend, limit, or restrict a license.

(2) The 14-day notice requirement of Section 120.569(2)(b), F. S., does not apply and shall not be construed to prevent a hearing at the earliest time practicable upon request of an aggrieved party.

(3) Unless otherwise provided by law, within 20 days after emergency action taken pursuant to paragraph (1) of this rule, the agency shall initiate a formal suspension or revocation proceeding in compliance with Sections 120.569, 120.57, and 120.60, F.S.

40E-1.611 EMERGENCY ACTION

(1) An emergency exists when immediate action is necessary to protect public health, safety or welfare; the health of animals, fish or aquatic life; the works of the District; a public water supply, or recreational, commercial, industrial, agricultural or other reasonable uses of land and water resources.

(2) The Executive Director may employ the resources of the District to take whatever remedial action necessary to alleviate the emergency condition without the issuance of an emergency order, or in the event an emergency order has been issued, after the expiration of the requisite time for compliance with that order.

SCANNED 01/15/2010 JC

ENVIRONMENTAL RESOURCE PERMIT

CHAPTER 40E-4 (10/95)

40E-4.321 Duration of Permits

(1) Unless revoked or otherwise modified the duration of an environmental resource permit issued under this chapter or Chapter 40E-40, F.A.C. is as follows:

(a) For a conceptual approval, two years from the date of issuance or the date specified as a condition of the permit, unless within that period an application for an individual or standard general permit is filed for any portion of the project. If an application for an environmental resource permit is filed, then the conceptual approval remains valid until final action is taken on the environmental resource permit application. If the application is granted, then the conceptual approval is valid for an additional two years from the date of issuance of the permit. Conceptual approvals which have no individual or standard general environmental resource permit applications filed for a period of two years shall expire automatically at the end of the two year period.

(b) For a conceptual approval filed concurrently with a development of regional impact (DRI) application for development approval (ADA) and a local government comprehensive plan amendment, the duration of the conceptual approval shall be two years from whichever one of the following occurs at the latest date:

1. the effective date of the local government's comprehensive plan amendment.
2. the effective date of the local government development order.
3. the date on which the District issues the conceptual approval, or
4. the latest date of the resolution of any Chapter 120.57, F.A.C., administrative proceeding or other legal appeals.

(c) For an individual or standard general environmental resource permit, five years from the date of issuance or such amount of time as made a condition of the permit.

(d) For a noticed general permit issued pursuant to Chapter 40E-400, F.A.C., five years from the date the notice of intent to use the permit is provided to the District.

(2)(a) Unless prescribed by special permit condition, permits expire automatically according to the timeframes indicated in this rule. If application for extension is made in writing pursuant to subsection (3), the permit shall remain in full force and effect until:

1. the Governing Board takes action on an application for extension of an individual permit,
- or
2. staff takes action on an application for extension of a standard general permit.

(b) Installation of the project outfall structure shall not constitute a vesting of the permit.

(3) The permit extension shall be issued provided that a permittee files a written request with the District showing good cause prior to the expiration of the permit. For the purpose of this rule, good cause shall mean a set of extenuating circumstances outside of the control of the permittee. Requests for extensions, which shall include documentation of the extenuating circumstances and how they have delayed this project, will not be accepted more than 180 days prior to the expiration date.

(4) Substantial modifications to Conceptual Approvals will extend the duration of the Conceptual Approval for two years from the date of issuance of the modification. For the purposes of this section, the term "substantial modification" shall mean a modification which is reasonably expected to lead to substantially different water resource or environmental impacts which require a detailed review.

(5) Substantial modifications to individual or standard general environmental resource permits issued pursuant to a permit application extend the duration of the permit for three years from the date of issuance of the modification. Individual or standard general environmental resource permit modifications do not extend the duration of a conceptual approval.

(6) Permit modifications issued pursuant to subsection 40E-4.331(2)(b), F.A.C. (letter modifications) do not extend the duration of a permit.

(7) Failure to complete construction or alteration of the surface water management system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization in order to continue construction unless a permit extension is granted.

Specific authority 373.044, 373.113 F.S. Law Implemented 373.413, 373.416, 373.419, 373.426 F.S. History—New 9-3-81, Amended 1-31-82, 12-1-82, Formerly 16K-4.07(4), Amended 7-1-86, 4/20/94, 10-3-95

**Environmental Resource Permit
General Conditions**

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373, F.S.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of state water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form No. 0960 indicating the actual start date and the expected completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an Annual Status Report Form. Status Report Forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the supplied Environmental Resource Permit Construction Completion/Construction Certification Form No.0881. The statement of completion and certification shall be based on on-site observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings are discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor.
7. The operation phase of this permit shall not become effective: until the permittee has complied

with the requirements of condition (f) above, has submitted a Request for Conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No.0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications Within the South Florida Water Management District - August 1995, accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.

8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.
9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications Within the South Florida Water Management District - August 1995, prior to lot or unit sales or prior to the completion of the system, whichever occurs first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State where appropriate. For those systems which are proposed to be maintained by the county or municipal entities, final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.
10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.
11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C.
12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
13. The permittee must obtain a water use permit prior to construction dewatering, unless the work

qualifies for a general permit pursuant to subsection 40E-20.302(4), F.A.C., also known as the "No Notice" rule.

14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District Service Center.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

Specific Authority 373.044, 373.113, F.S.
Law Implemented 373.103, 373.116, 373.229, 373.413, 373.416, 373.421, 373.422, 373.426 F.S.
History--New 9-3-81, Amended 1-31-82, 12-1-82, Formerly 16K-4.07(3), 16K-4.38, Amended 7-1-86, 4/20/94, 10-3-95.

SCANNED 01/15/2010 JC

SPECIAL CONDITIONS

1. MINIMUM BUILDING FLOOR ELEVATION: 78.5 FEET NGVD.
2. MINIMUM ROAD CROWN ELEVATION: 74.55 FEET NGVD.
3. DISCHARGE FACILITIES:
 - 1-1.5' W X 1.55' H RECTANGULAR NOTCH WEIR WITH CREST AT ELEV. 73.55' NGVD.
 - 1-.33' DIA. CIRCULAR ORIFICE WITH INVERT AT ELEV. 73' NGVD.
 - 34 LF OF 1.25' DIA. RCP CULVERT.

RECEIVING BODY : SHINGLE CREEK WETLANDS

CONTROL ELEV : 73 FEET NGVD.
4. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION, SHOALING OR WATER QUALITY PROBLEMS THAT RESULT FROM THE CONSTRUCTION OR OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM.
5. MEASURES SHALL BE TAKEN DURING CONSTRUCTION TO INSURE THAT SEDIMENTATION AND/OR TURBIDITY PROBLEMS ARE NOT CREATED IN THE RECEIVING WATER.
6. THE DISTRICT RESERVES THE RIGHT TO REQUIRE THAT ADDITIONAL WATER QUALITY TREATMENT METHODS BE INCORPORATED INTO THE DRAINAGE SYSTEM IF SUCH MEASURES ARE SHOWN TO BE NECESSARY.
7. FACILITIES OTHER THAN THOSE STATED HEREIN SHALL NOT BE CONSTRUCTED WITHOUT AN APPROVED MODIFICATION OF THIS PERMIT.
8. OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM SHALL BE THE RESPONSIBILITY OF HOMEOWNERS ASSOCIATION. THE PERMITTEE SHALL SUBMIT A COPY OF THE RECORDED DEED RESTRICTIONS (OR DECLARATION OF CONDOMINIUM, IF APPLICABLE), A COPY OF THE FILED ARTICLES OF INCORPORATION, AND A COPY OF THE CERTIFICATE OF INCORPORATION FOR THE HOMEOWNERS ASSOCIATION CONCURRENT WITH THE ENGINEERING CERTIFICATION OF CONSTRUCTION COMPLETION.
9. SILT SCREENS, HAY BALES OR OTHER SUCH SEDIMENT CONTROL MEASURES SHALL BE UTILIZED DURING CONSTRUCTION. THE SELECTED SEDIMENT CONTROL MEASURES SHALL BE INSTALLED LANDWARD OF THE UPLAND BUFFER ZONES AROUND ALL PROTECTED WETLANDS. ALL AREAS SHALL BE STABILIZED AND VEGETATED IMMEDIATELY AFTER CONSTRUCTION TO PREVENT EROSION INTO THE WETLANDS AND UPLAND BUFFER ZONES.
10. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE PERIMETER OF THE PROTECTED WETLANDS AND BUFFER ZONES SHALL BE STAKED AND ROPED TO PREVENT ENCROACHMENT INTO THE WETLANDS. THE PERMITTEE SHALL NOTIFY THE SFWMD'S ENVIRONMENTAL COMPLIANCE STAFF IN WRITING UPON COMPLETION OF ROPING AND STAKING AND SCHEDULE AN INSPECTION OF THIS WORK. THE ROPING AND STAKING SHALL BE SUBJECT TO SFWMD STAFF APPROVAL. THE PERMITTEE SHALL MODIFY THE STAKING AND ROPING IF SFWMD STAFF DETERMINES IT IS INSUFFICIENT OR IS NOT IN CONFORMANCE WITH THE INTENT OF THIS PERMIT. STAKING AND ROPING SHALL REMAIN IN PLACE UNTIL ALL ADJACENT CONSTRUCTION ACTIVITIES ARE COMPLETE.

SCANNED 01/15/2010 JC

SPECIAL CONDITIONS

- 11. WETLAND PRESERVATION/MITIGATION AREAS, UPLAND BUFFER ZONES AND/OR UPLAND PRESERVATION AREAS SHALL BE DEDICATED AS CONSERVATION AND COMMON AREAS IN THE CONSERVATION EASEMENT AS WELL AS ON THE PLAT IF THE PROJECT WILL BE PLATTED. RESTRICTIONS FOR USE OF THE CONSERVATION/Common AREAS SHALL STIPULATE:

THE WETLAND PRESERVATION/MITIGATION AREAS, UPLAND BUFFER ZONES, AND/OR UPLAND PRESERVATION AREAS ARE HEREBY DEDICATED AS CONSERVATION AND COMMON AREAS. THE CONSERVATION/Common AREAS SHALL BE THE PERPETUAL RESPONSIBILITY OF THE HAMLETS TRUST AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL STATE AS DOCUMENTED IN 5, WITH THE EXCEPTION OF PERMITTED RESTORATION ACTIVITIES. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO: CONSTRUCTION OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION - WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL; EXCAVATION, DREDGING, OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; AND ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

COPIES OF RECORDED DOCUMENTS SHALL BE SUBMITTED CONCURRENT WITH ENGINEERING CERTIFICATION OF CONSTRUCTION COMPLETION.

- 12. (A) NO LATER THAN MAY 30, 1999, THE PERMITTEE SHALL SUBMIT FOR REVIEW AND APPROVAL, TWO (2) COPIES OF THE FOLLOWING:

- 1. SIGNED CONSERVATION EASEMENT

THE ABOVE INFORMATION SHALL BE SUBMITTED TO THE NATURAL RESOURCE MANAGEMENT POST PERMIT COMPLIANCE STAFF IN THE DISTRICT SERVICE CENTER WHERE THE APPLICATION WAS SUBMITTED.

B) THE REAL ESTATE INFORMATION REFERENCED IN PARAGRAPH (A) ABOVE SHALL BE REVIEWED BY THE DISTRICT IN ACCORDANCE WITH THE DISTRICT'S REAL ESTATE REVIEW REQUIREMENTS INCORPORATED HEREIN BY REFERENCE. THE EASEMENT SHOULD NOT BE RECORDED UNTIL SUCH APPROVAL IS RECEIVED.

(C) THE PERMITTEE SHALL RECORD A CONSERVATION EASEMENT(S) OVER THE REAL PROPERTY DESIGNATED AS A CONSERVATION / PRESERVATION / MITIGATION AREA(S) ON ATTACHED EXHIBIT 6. THE EASEMENT SHALL BE GRANTED FREE OF ENCUMBRANCES OR INTERESTS WHICH THE DISTRICT DETERMINES ARE CONTRARY TO THE INTENT OF THE EASEMENT. THE CONSERVATION EASEMENT SHALL BE GRANTED TO THE DISTRICT USING THE APPROVED FORM ATTACHED HERETO AS EXHIBIT 5. ANY PROPOSED MODIFICATIONS TO THE APPROVED FORM MUST RECEIVE PRIOR WRITTEN CONSENT FROM THE DISTRICT.

D) THE PERMITTEE SHALL RECORD THE CONSERVATION EASEMENT IN THE PUBLIC RECORDS WITHIN 14 DAYS OF RECEIVING THE DISTRICT'S APPROVAL OF THE REAL ESTATE INFORMATION. UPON RECORDATION, THE PERMITTEE SHALL FORWARD THE ORIGINAL RECORDED EASEMENT, AND TITLE INSURANCE POLICY, TO THE NATURAL RESOURCE MANAGEMENT POST PERMIT COMPLIANCE STAFF IN THE DISTRICT SERVICE CENTER WHERE THE APPLICATION WAS SUBMITTED.

E) IN THE EVENT THE CONSERVATION EASEMENT REAL ESTATE INFORMATION REVEALS ENCUMBRANCES OR INTERESTS IN THE EASEMENT WHICH THE DISTRICT DETERMINES ARE CONTRARY TO THE INTENT OF THE EASEMENT, THE PERMITTEE SHALL BE REQUIRED TO PROVIDE RELEASE OR SUBORDINATION OF SUCH ENCUMBRANCES OR INTERESTS. IF SUCH ARE NOT OBTAINED, PERMITTEE SHALL BE REQUIRED TO APPLY FOR A MODIFICATION TO THE PERMIT FOR ALTERNATIVE ACCEPTABLE MITIGATION.

SPECIAL CONDITIONS

13. ENDANGERED SPECIES, THREATENED SPECIES, OR SPECIES OF SPECIAL CONCERN HAVE BEEN OBSERVED ONSITE AND/OR THE PROJECT CONTAINS SUITABLE HABITAT FOR THESE SPECIES. IT SHALL BE THE PERMITTEE'S RESPONSIBILITY TO COORDINATE WITH THE FLORIDA GAME AND FRESH WATER FISH COMMISSION AND/OR U.S. FISH AND WILDLIFE SERVICE FOR APPROPRIATE GUIDANCE, RECOMMENDATIONS, AND/OR NECESSARY PERMITS TO AVOID IMPACTS TO LISTED SPECIES.

SCANNED 01/15/2010 JC

LOCATION MAP

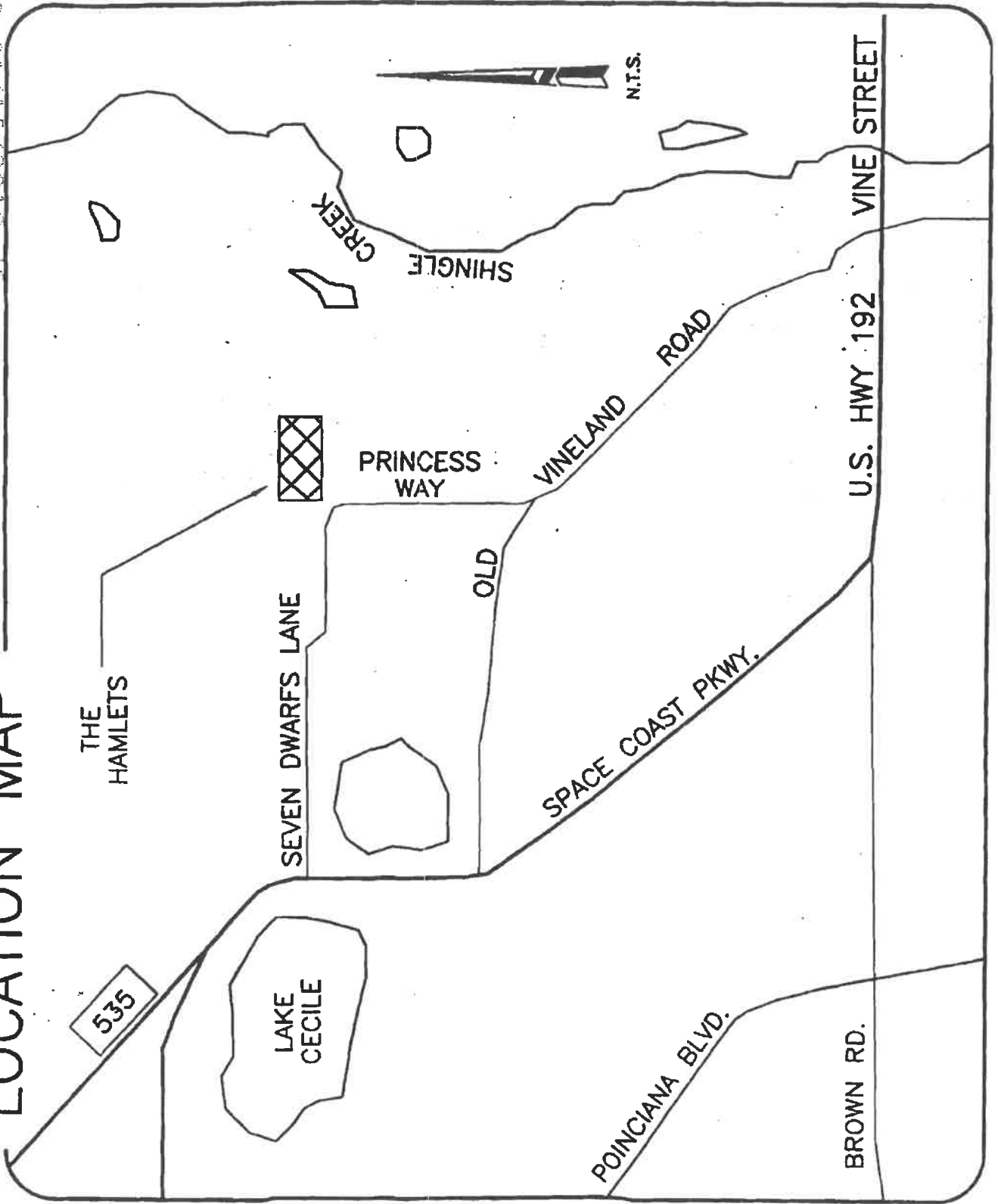


EXHIBIT 1

SCANNED 01/15/2010 JC

PROJECT: THE HAMLETS

PERMIT SUMMARY SHEET

APPLICATION NUMBER: 950727-2

LOCATION: OSCEOLA COUNTY, S13/T25S/R28E

OWNER: GUISEPPE GALLUZZO - TRUSTEE OF HAMLETS TRUST

ENGINEER: HANSON WALTER & ASSOCIATES, INC.

PROJECT AREA: 24.78 ACRES DRAINAGE AREA: 24.78 ACRES

PROJECT USE: RESIDENTIAL

FACILITIES:

1. EXISTING: The existing site drains in an eastern direction towards the bordering wetlands that are part of Shingle Creek.
2. PROPOSED: The applicant proposes construction and operation of a surface water management system to serve a 51 lot residential/rental community. Runoff will be directed into an offsite 1.95-acre dry detention pond on the Osceola Trace property (Permit No. 49-00908-P). Use of this area is being conveyed via a drainage easement covering 3.4-acres for stormwater management purposes between the applicant and Osceola Trace. Application No. 980717-3 for a modification to the Osceola Trace permit for the drainage easement was issued on March 2, 1999.

PROJECT LEVEL:

DRAINAGE BASIN: SHINGLE CREEK

RECEIVING BODY: SHINGLE CREEK

LOCAL ROAD CRITERIA: 10YR-1HR STORM

BASIN DESIGN FREQUENCY: 10YR-3DAY STORM

WATER QUALITY:

Water quality treatment provided in excess of the first inch of runoff from the project site.

Basin	Method	Vol Req'd. (ac-ft)	Vol Prov'd (ac-ft)
HAMLETS	1.95 acres DRY DETENTION	1.15	1.66

Exhibit 2A

APPLICATION NUMBER: 950727-2
LOCATION: OSCEOLA COUNTY, S13/T25S/R28E

DISCHARGE RATE:

As shown in the table below, the proposed project discharge is within the allowable limit for the area.

Basin	Allow Disch (cfs)	Method of Determination	Design Disch (cfs)	Design Stage (ft, NGVD)
HAMLETS	6.11	DISCHARGE FORMULA	6.11	75.09

ENVIRONMENTAL ASSESSMENT:

ENDANGERED, THREATENED & SPECIES OF SPECIAL CONCERN:

POTENTIAL SPECIES	USE TYPE	POTENTIAL OCCURANCE
GOPHER TORTOISES	KNOWN USE	OBSERVED
BALD EAGLE	FORAGING	PREFERRED HABITAT
SANDHILL CRANES	FORAGING	PREFERRED HABITAT
HERONS	ROOSTING	PREFERRED HABITAT
TRI-COLORED HERONS	ROOSTING	OBSERVED
WOODSTORK	ROOSTING	PREFERRED HABITAT

ENDANGERED, THREATENED & SPECIES OF SPECIAL CONCERN SUMMARY:

The uplands within the project site contain 22 active and inactive gopher tortoise burrows. The applicant is coordinating with the Florida Game and Fresh Water Fish Commission to obtain a gopher tortoise taking permit. The wetlands within the site are part of Shingle Creek which are used by a number different listed wading birds. No impacts to wetland dependent species are anticipated since all of the wetlands are preserved.

APPLICATION NUMBER: 950727-2
 LOCATION: OSCEOLA COUNTY, S13/T25S/R28E

WETLAND PRESERVATION AND IMPACT SUMMARY:

The proposed project involves the construction of single family home estates. The site covers 24.78 acres is located west and adjacent to Shingle Creek. The development proposed no impacts to the onsite 15.01-acre wetland. An average 25-foot upland buffer zone will be maintained between the development and the forested wetland. The wetland and the 1-acre upland buffer zone will be protected within a conservation easement, as shown on Exhibits 5-A thru 5-G.

WETLAND INVENTORY

MOD PHASE - THE HAMLETS

ONSITE

Pre-Development		Post-Development				
	TOTAL EXISTING	PRESERVED	UNDISTURBED	IMPACTED	ENHANCED	RESTORED/CREATED
FORESTED	15.01	15.01	0	0	0	0
HERBACEOUS/SHRUB	0	0	0	0	0	0
TOTALS	15.01	15.01	0	0	0	0

UPLAND COMP: PRESERVED: N/A

ENHANCED/RESTORED: N/A

ENVIRONMENTAL SUMMARY:

The proposed activities have been evaluated for potential secondary and cumulative impacts and to determine if the project is contrary to the public interest. Based upon the proposed project design, the District has determined that the project will not cause adverse secondary or cumulative impacts to the water resources and is not contrary to the public interest.

SCANNED 01/15/2010 JC

APPLICATION NUMBER: 950727-2
LOCATION: OSCEOLA COUNTY, S13/T25S/R28E

APPLICABLE LAND USE:

The 1.95-acre water management area reported below is located within a 3.4-acre drainage easement that has been permitted on the adjacent project (Osceola Trace, permit No. 49-00908-S).

	TOTAL PROJECT	PREVIOUSLY PERMITTED	THIS PHASE	
TOTAL ACRES	24.78		24.78	acres
WTRM ACREAGE	1.95		1.95	acres
PRESERVED	15.01		15.01	acres
PERVIOUS	4.31		4.31	acres
IMPERVIOUS	5.46		5.46	acres

BASIN LEVEL BREAKDOWN AND FLOOD PROTECTION:

Basin Name: HAMLETS

FLOOD PROTECTION:

LOCAL ROAD CRITERIA

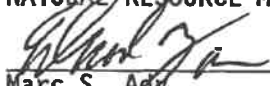
FLOOD CONTOUR 74.55 FEET NGVD
MINIMUM ROAD GRADE 74.55 FEET NGVD

100 YEAR FLOOD

FLOOD CONTOUR 76.07 FEET NGVD
MINIMUM FLOOR ELEVATION 78.50 FEET NGVD
FEMA FLOOD ELEVATION 76.00 FEET NGVD

DIVISIONAL APPROVAL:

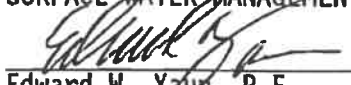
NATURAL RESOURCE MANAGEMENT



Marc S. Agy

DATE: 9/15/97

SURFACE WATER MANAGEMENT

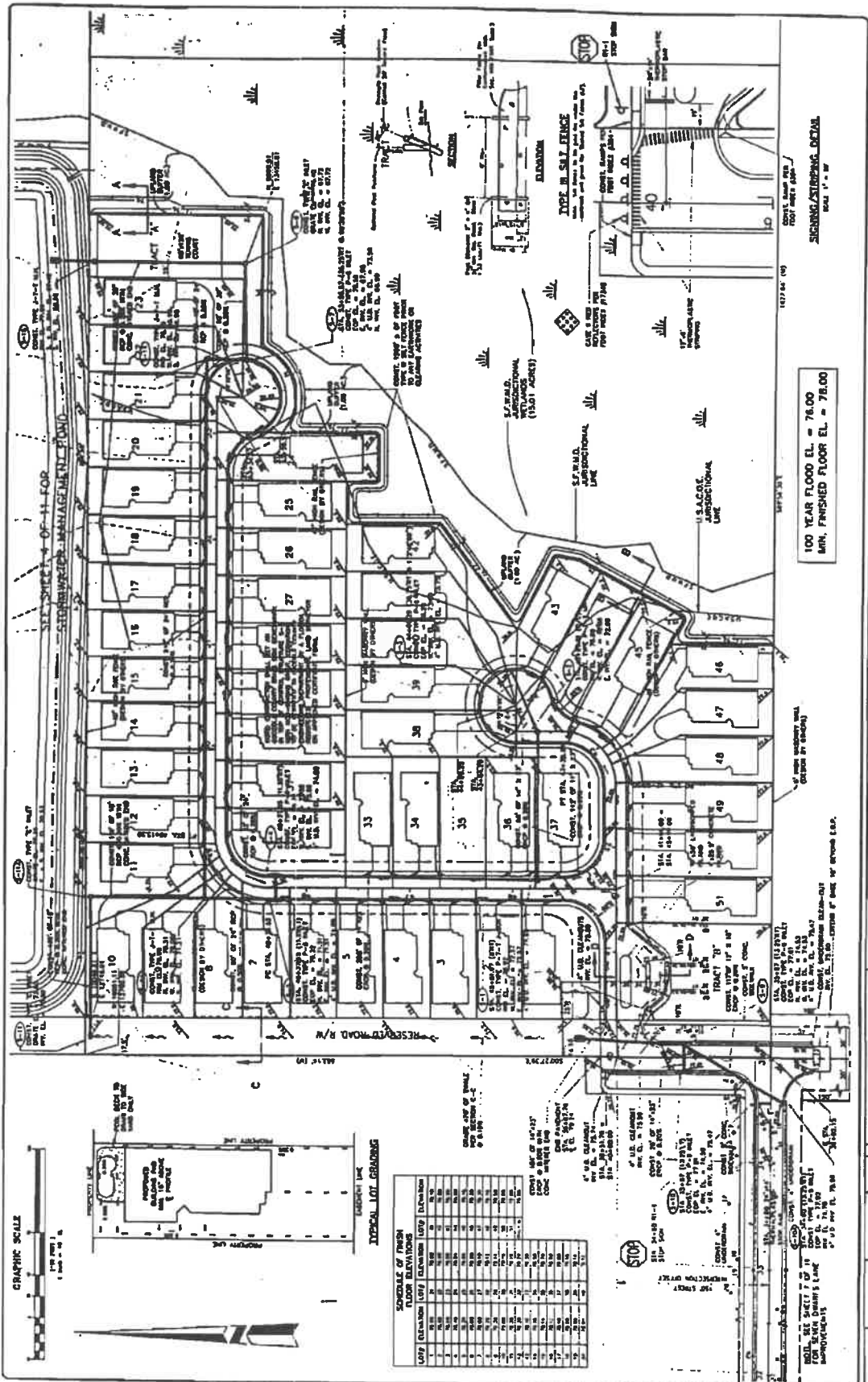


Edward W. Yain, P.E.

DATE: 3/12/99

Exhibit 2D

SCANNED 01/15/2010 JC



SCHEDULE OF FINISH FLOOR ELEVATIONS

LOT	FINISH FLOOR ELEVATION
1	76.00
2	76.00
3	76.00
4	76.00
5	76.00
6	76.00
7	76.00
8	76.00
9	76.00
10	76.00
11	76.00
12	76.00
13	76.00
14	76.00
15	76.00
16	76.00
17	76.00
18	76.00
19	76.00
20	76.00
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67	76.00
68	76.00
69	76.00
70	76.00
71	76.00
72	76.00
73	76.00
74	76.00
75	76.00
76	76.00
77	76.00
78	76.00
79	76.00
80	76.00

100 YEAR FLOOD EL. = 76.00
MIN. FINISHED FLOOR EL. = 75.00

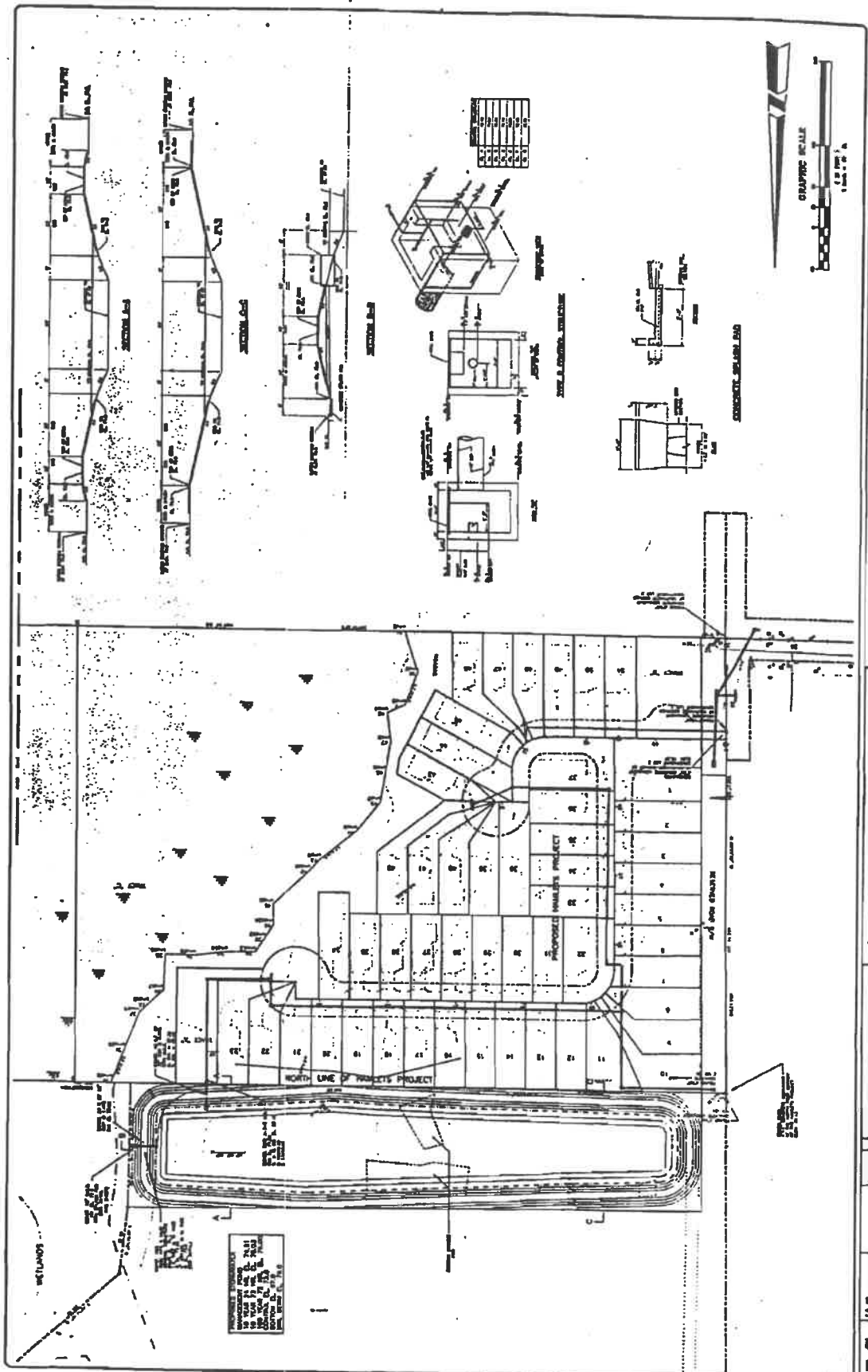
MASTER DRAINAGE PLAN

White Engineers

HWA
Hansborth, Waller & Associates, Inc.

SHEET NO. B of 11

EXHIBIT 3



HWA Hanson, Walter & Associates, Inc.		THE HAMLETS PROJECT STORMWATER MANAGEMENT POND PLAN	SHEET NO. 4 OF 11 JOB NO. 0801-0
DATE: 11/15/09 DRAWN BY: J. L. HANSON CHECKED BY: J. L. HANSON SCALE: AS SHOWN	PROJECT NO.: 0801-0 SHEET NO.: 4 OF 11 DATE: 11/15/09	HWA Hanson, Walter & Associates, Inc. 100 S. 1st St., Suite 200, Lincoln, NE 68502 Phone: (402) 441-4444 Fax: (402) 441-4444 E-mail: hwa@hwa.com Website: www.hwa.com	HWA Hanson, Walter & Associates, Inc. 100 S. 1st St., Suite 200, Lincoln, NE 68502 Phone: (402) 441-4444 Fax: (402) 441-4444 E-mail: hwa@hwa.com Website: www.hwa.com

EXHIBIT 4

SCANNED 01/15/2010 JC

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is given this _____ day of _____, 19_____, by Giuseppe Galuzzo, as Trustee of the Hamlets Trust Dated February 14, 1997, 111 North Orange Avenue, Suite 875, Orlando, Florida 32801 ("Grantor") to Osceola County, Florida ("Grantee") with third party enforcement rights to the South Florida Water Management District ("District"). As used herein, the term Grantor shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term Grantee shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in Osceola County, Florida, and more specifically described in Exhibit A attached hereto and incorporated herein ("Property"); and

WHEREAS, the Grantor desires to construct The Hamlets Subdivision ("Project") at a site in Osceola County, which is subject to the regulatory jurisdiction of the District; and

WHEREAS, District Permit No. _____ ("Permit") authorizes certain activities which affect waters in or of the State of Florida; and

WHEREAS, this Permit requires that the Grantor preserve, enhance, restore and/or mitigate wetlands and/or uplands under the District's jurisdiction; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit, is agreeable to granting and securing to the Grantee a perpetual conservation easement as defined in Section 704.06, Florida Statutes (1997), over the Property which includes third party enforcement rights for the District.

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to the District in issuing the Permit, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby grants, creates, and establishes a perpetual conservation easement over the property described as Tract "C", Hamlets Subdivision, as Recorded in Plat Book ___, Page ___, of the Public Records of Osceola County, Florida, containing 16.2053 acres, more or less, for and in favor of the Grantee upon the Property which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever. The scope, nature, and character of this conservation easement shall be as follows:

EXHIBIT 5-A

SCANNED 01/15/2010 JC

1. It is the purpose of this conservation easement to retain land or water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. Those wetland and/or upland areas included in the conservation easement which are to be enhanced or created pursuant to the Permit shall be retained and maintained in the enhanced or created conditions required by the Permit.

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Property at reasonable times with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor at the time of such entry; and

b. to enjoin any activity on or use of the Property that is inconsistent with this conservation easement and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

2. Except for restoration, creation, enhancement, maintenance and monitoring activities, or surface water management improvements, which are permitted or required by the Permit, the following activities are prohibited in or on the Property;

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic or nuisance vegetation in accordance with a District approved maintenance plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural condition.

EXHIBIT 5-B

SCANNED 01/15/2010 JC

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;

h. Acts or uses which are detrimental to the preservation of any features or aspects of the Property having historical or archaeological significance.

3. Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and which are not inconsistent with any District rule, criteria, permit and the intent and purposes of this Conservation Easement.

4. Reservation of Riparian Rights. The following rights are specifically reserved to the Grantor, its heirs, successors and assigns:

a. To the extent provided by law, Grantor reserves all riparian rights which are consistent with the purpose of this statutory conservation easement. Notwithstanding, the Grantor specifically reserves the right to conduct limiting vegetation removal and clearing for the purpose of constructing boat docks and adjoining boardwalks. Grantor shall minimize and avoid, to the fullest extent possible, impact to any wetland or buffer areas within the Conservation Easement Area. This reservation does not release the Grantor from the duty of obtaining any necessary federal, state or local government permit authorizations or sovereign land approvals for construction of the docks or boardwalks.

b. Plans for the construction of boardwalks to the boat docks shall be reviewed and approved by the Grantee prior to any construction.

c. Since there are navigable waters adjacent to the conservation area, boats and other similar surface uses are permissible within the navigable areas of the conservation area.

5. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.

6. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep or maintenance of the Property.

EXHIBIT 5-C

SCANNED 01/15/2010 JC

7. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property.

8. Any costs incurred in enforcing, judicially or otherwise, the terms, provisions and restrictions of this conservation easement shall be borne by the recoverable against the nonprevailing party in such proceedings.

9. Enforcement of the terms, provisions and restrictions of this conservation easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.

10. Grantee will hold this conservation easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state laws.

11. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement shall not be affected thereby, as long as the purpose of the conservation easement is preserved.

12. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. This conservation easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Osceola County.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purpose imposed with this conservation easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances (that are inconsistent with the terms of this conservation easement) and all mortgages and liens have been subordinated to this conservation easement; that Grantor has good right and lawful authority to convey this conservation easement; and that it hereby fully warrants and defends the title to the conservation easement hereby conveyed against the lawful claims of all persons whomsoever.

EXHIBIT 5-D

SCANNED 01/15/2010 JC

IN WITNESS WHEREOF, The Hamlets Trust Dated February 14, 1997 has hereunto set its authorized hand this _____ day of _____, 199__.

A Florida Trust

Signed, sealed and delivered

By:

in our presence as witnesses:

Print Name: Giuseppe Galuzzo
Title: Trustee

Print Name:

Print Name:

STATE OF FLORIDA

ss:

COUNTY OF _____

On this _____ day of _____, 199__ before me, the undersigned notary public, personally appeared _____, personally known to me to be the person who subscribed to the foregoing instrument, as the Trustee, of The Hamlets Trust Dated February 14, 1997, and acknowledged that he executed the same on behalf of said entity and that he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

Print Name:

My Commission Expires:

F:\DOCS\FOSCHINDERROPEA.PCH

EXHIBIT 5-E

SCANNED 01/15/2010 JC

EXHIBIT "A"

CONSERVATION EASEMENT FOR HAMLETS SUBDIVISION

LEGAL DESCRIPTION:

**TRACT "C", HAMLETS SUBDIVISION, AS RECORDED IN PLAT BOOK _____,
PAGE _____, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
CONTAINING 16.2053 ACRES, MORE OR LESS.**

EXHIBIT 5-F

the presence of a large number of small, highly mobile organisms, the sampling method used is not ideal. The use of a 100- μm sieve to filter the water samples may have led to an underestimation of the abundance of small organisms. However, the use of a 100- μm sieve is a common method for sampling zooplankton in freshwater ecosystems (e.g. Van der Wal *et al.* 2003). The use of a 100- μm sieve is also a standard method for sampling zooplankton in marine ecosystems (e.g. Van der Wal *et al.* 2003). Therefore, the use of a 100- μm sieve is a reasonable method for sampling zooplankton in this study.

The abundance of zooplankton in the water column was significantly higher in the water column of the control tanks than in the water column of the tanks with the presence of *S. salina*. This result is in line with the results of other studies (e.g. Van der Wal *et al.* 2003) which have shown that the presence of *S. salina* leads to a decrease in the abundance of zooplankton in the water column. This decrease in abundance may be due to the presence of *S. salina* in the water column, which may lead to a decrease in the availability of food for zooplankton.

The abundance of zooplankton in the sediment was significantly higher in the sediment of the tanks with the presence of *S. salina* than in the sediment of the control tanks. This result is in line with the results of other studies (e.g. Van der Wal *et al.* 2003) which have shown that the presence of *S. salina* leads to an increase in the abundance of zooplankton in the sediment. This increase in abundance may be due to the presence of *S. salina* in the sediment, which may lead to an increase in the availability of food for zooplankton.

The abundance of zooplankton in the water column and in the sediment was significantly higher in the tanks with the presence of *S. salina* than in the control tanks. This result is in line with the results of other studies (e.g. Van der Wal *et al.* 2003) which have shown that the presence of *S. salina* leads to an increase in the abundance of zooplankton in the water column and in the sediment. This increase in abundance may be due to the presence of *S. salina* in the water column and in the sediment, which may lead to an increase in the availability of food for zooplankton.

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This Instrument prepared by:
Ted R. Brown, Esq.
AKERMAN, SENTERFITT & EIDSON, P.A.
Citrus Center, 17th Floor
255 South Orange Avenue
Post Office Box 231
Orlando, Florida 32802

DRAINAGE EASEMENT

Sept. ^{9th} THIS DRAINAGE EASEMENT is made and entered into as of this 16 day of 1998, by and between OSCEOLA DEVELOPMENT PROJECT, L.P., whose address is c/o James L. Zboril, 18679 S.E. Federal Highway, Tequesta, Florida 33469, hereinafter referred to as "Grantor", and IDEAL HOMES & DEVELOPMENTS, INC., whose post office address is _____ hereinafter called "Grantee."

RECITALS

- A. Grantor is the owner in fee simple of the land described on Exhibit "A" attached hereto.
- B. Grantee owns land which abuts lands owned by Grantor, the same being described on Exhibit "B" attached hereto.
- C. Grantee desires to discharge all or a portion of Grantee's surface water runoff onto Grantor's Exhibit "A" land in accordance with a South Florida Water Management District Application No. 950727-2 prepared by Hanson, Walter & Associates, Inc. Engineers, dated _____, entitled _____ (the "Walters Drawings"). As such Grantee has requested this Drainage Easement from Grantor and Grantor has agreed to the same on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant to the Grantee its successors and/or assigns, a non-exclusive Drainage Easement ("Easement Area") over, under and across lands located in Osceola County, Florida and being described as follows, to wit:

SEE EXHIBIT "C" HERETO AND MADE A PART HEREOF

TOGETHER with the rights, easements, privileges and appurtenances in and to said lands which may be required for the full enjoyment of the rights herein granted.

The parties hereto agree as follows:

LARRY WHOLEY
CLERK OF CIRCUIT COURT
OSCEOLA COUNTY, FLORIDA 8P

OR094858:1

Page 1 of 4

CL 98110378 OR 1535/1111
SKS Rec. Date 09/17/98 Time 12:15

DOC STAMPS: .70

1. Grantee, its successors in interest and/or assigns, will construct, at its sole cost and expense, the drainage basin or pond for the purpose of storing surface water runoff from land described on Exhibit "B" to land described as Exhibit "C". Said construction will be undertaken in accordance with the requirements and specifications described on the Walters Drawings as well as the requirements of the SFWMD Permits arising out of the Application referenced above (the "Permits") and all rights and duties of the parties hereto shall be subservient to and controlled by the terms and conditions of the Permits. All fill removed during the construction of the drainage basin or pond shall be the property of and belong to the Grantee.
2. All of the rights and privileges granted hereby shall remain in effect in perpetuity
3. The Grantee shall, at its sole cost and expense, maintain the drainage basin or pond located within the Easement Area, *in a manner satisfactory to Grantor*
4. Grantor covenants that it has the right to grant the easement described herein and Grantor covenants that Grantee shall have the quiet and peaceful use and enjoyment of said easement.
5. The easement granted herein shall benefit the named Grantee and its respective successors, and/or assigns, including, but not limited to, its agents, guests, licensees, invitees and all other persons lawfully upon any portion of the Grantee's land benefitted hereby. No party (other than Grantee and successors in title to the land described on Exhibit "B") shall utilize the drainage basin or pond without an approved permit modification from the South Florida Water Management District.
6. The terms and conditions contained herein shall run with the land and accrue to the benefit of and be enforceable by the Grantor, Grantee and their respective successors and/or assigns.
7. This Drainage Easement shall not be amended without the prior written consent of the both parties and the South Florida Water Management District.
8. Grantee shall not reconfigure of the Easement Area without the prior written consent of Grantor, unless required by the South Florida Water Management District or Osceola County in order to implement or maintain the Permits. Grantee shall not initiate any modification to the Permits which would materially affect the rights of the Grantor herein unless Grantor agrees to the same in writing.
9. In the event either party breaches this Agreement, the prevailing party in any action shall be entitled to recover all costs of enforcement including attorneys' fees and costs.

IN WITNESS WHEREOF, the parties hereto have executed this Drainage Easement in manner and form sufficient to bind them on the day and year first above written.

Signed and delivered in the presence as witnesses:

OSCEOLA DEVELOPMENT PROJECT, L.P.
Osceola Trace Development Corp.,
25 Gertrude Palmer

[Signature]
Print Name: Bruce J. Natch

By: [Signature] Pres.
Print Name: Robert L. Miller

[Signature]
Print Name: JAMES L. ZBORIL

IDEAL HOMES & DEVELOPMENTS, INC

[Signature]
Print Name: Leigh A. Williams

By: [Signature]
Name: MARK SUMMERS
Title: PRESIDENT

[Signature]
Print Name: SARAH A. PERKINS

STATE OF FLORIDA

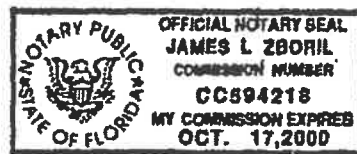
COUNTY OF Osceola

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 24th day of August, 1998, by Robert L. Miller, as of OSCEOLA DEVELOPMENT PROJECT, L.P. He/she is personally known to be or has produced _____ as identification

My Commission expires:
My Commission Number Is:

[Signature]
Notary Public - State of Florida
Name: JAMES L. ZBORIL

President of Osceola Trace Development Corp., as General Partner



STATE OF FLORIDA

COUNTY OF Osceola

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 21st day of August, 1998, by Alan Semivestor, as President of IDEAL HOMES & DEVELOPMENTS, INC. He/she is personally known to me or has produced Driver's license as identification.

My Commission expires:
My Commission Number Is:

Leigh A. Williams
Notary Public - State of Florida
Name: Leigh A. Williams



COPY

[Handwritten mark]

EXHIBIT A

LEGAL DESCRIPTION (PARCEL 9):

A PART OF SECTIONS 1, 2 AND 12, TOWNSHIP 25 SOUTH, RANGE 28 EAST, LYING SOUTH OF OSCEOLA PARKWAY IN OSCEOLA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 25 SOUTH, RANGE 28 EAST; THENCE RUN N 89°52'58" W ALONG THE SOUTH LINE OF SAID SECTION 2 FOR A DISTANCE OF 70.59 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 535; THENCE RUN N 38°54'44" W ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 2808.19 FEET TO A POINT; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE, RUN N 09°20'35" E FOR A DISTANCE OF 323.85 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF AFORESAID SECTION 2; THENCE RUN S 89°51'00" E ALONG SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, A DISTANCE OF 359.14 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 2; THENCE RUN N 01°44'04" E ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 2, A DISTANCE OF 229.34 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF OSCEOLA PARKWAY; THENCE LEAVING SAID EAST LINE, RUN N 01°12'18" E ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF OSCEOLA PARKWAY, A DISTANCE OF 1030.53 FEET; THENCE RUN N 82°58'35" E A DISTANCE OF 632.92 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3739.72 FEET AND A CHORD BEARING OF N 88°41'50" E, THENCE RUN THROUGH A CENTRAL ANGLE OF 11°26'30" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 746.81 FEET; THENCE RUN N 74°25'05" E FOR A DISTANCE OF 1874.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 3725.88 FEET AND A CHORD BEARING OF N 79°33'58" E, THENCE RUN THROUGH A CENTRAL ANGLE OF 10°17'47" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 689.53 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, RUN S 95°11'07" E FOR A DISTANCE OF 85.91 FEET; THENCE RUN S 04°22'20" W FOR A DISTANCE OF 57.58 FEET; THENCE RUN S 77°13'30" E FOR A DISTANCE OF 189.85 FEET; THENCE RUN S 71°28'42" E FOR A DISTANCE OF 125.61 FEET; THENCE RUN N 89°58'17" E FOR A DISTANCE OF 89.82 FEET; THENCE RUN S 85°05'15" E FOR A DISTANCE OF 97.70 FEET; THENCE RUN S 79°18'28" E FOR A DISTANCE OF 88.88 FEET; THENCE RUN S 80°13'31" E FOR A DISTANCE OF 82.03 FEET; THENCE RUN S 87°33'33" E FOR A DISTANCE OF 132.90 FEET; THENCE RUN N 70°35'28" E FOR A DISTANCE OF 82.02 FEET; THENCE RUN S 25°10'57" W FOR A DISTANCE OF 88.34 FEET; THENCE RUN N 88°48'22" E FOR A DISTANCE OF 19.40 FEET; THENCE RUN S 52°32'08" E FOR A DISTANCE OF 99.08 FEET; THENCE RUN N 01°51'50" W FOR A DISTANCE OF 144.58 FEET; THENCE RUN S 53°38'33" W FOR A DISTANCE OF 91.15 FEET; THENCE RUN N 78°02'15" W FOR A DISTANCE OF 347.89 FEET; THENCE RUN N 80°47'12" W FOR A DISTANCE OF 131.28 FEET; THENCE RUN N 84°03'50" W FOR A DISTANCE OF 178.24 FEET; THENCE RUN N 40°37'02" W FOR A DISTANCE OF 148.04 FEET; THENCE RUN N 56°29'39" W FOR A DISTANCE OF 81.37 FEET; THENCE RUN S 18°03'48" W FOR A DISTANCE OF 79.92 FEET; THENCE RUN S 79°38'52" W FOR A DISTANCE OF 91.39 FEET; THENCE RUN S 22°32'10" W FOR A DISTANCE OF 172.55 FEET; THENCE RUN N 78°20'43" W FOR A DISTANCE OF 148.18 FEET; THENCE RUN S 65°48'10" W FOR A DISTANCE OF 488.18 FEET; THENCE RUN S 48°20'38" W FOR A DISTANCE OF 259.53 FEET; THENCE RUN S 29°22'38" E FOR A DISTANCE OF 100.10 FEET; THENCE RUN S 95°11'13" E FOR A DISTANCE OF 103.03 FEET; THENCE RUN N 48°23'54" E FOR A DISTANCE OF 354.84 FEET; THENCE RUN S 68°57'02" E FOR A DISTANCE OF 118.88 FEET; THENCE RUN N 20°08'25" E FOR A DISTANCE OF 95.59 FEET; THENCE RUN S 84°10'54" E FOR A DISTANCE OF 184.68 FEET; THENCE RUN S 11°24'28" W FOR A DISTANCE OF 215.12 FEET; THENCE RUN S 20°07'01" W FOR A DISTANCE OF 329.48 FEET; THENCE RUN S 84°37'31" W FOR A DISTANCE OF 107.82 FEET; THENCE RUN S 00°23'18" E FOR A DISTANCE OF 28.81 FEET; THENCE RUN N 01°30'17" W FOR A DISTANCE OF 37.88 FEET; THENCE RUN N 84°35'14" W FOR A DISTANCE OF 45.07 FEET; THENCE RUN S 88°58'15" W FOR A DISTANCE OF 85.97 FEET; THENCE RUN S 89°58'15" W FOR A DISTANCE OF 141.03 FEET; THENCE RUN S 18°42'18" E FOR A DISTANCE OF 537.60 FEET; THENCE RUN S 48°08'48" E FOR A DISTANCE OF 145.60 FEET; THENCE RUN S 28°58'64" E FOR A DISTANCE OF 128.80 FEET; THENCE RUN S 00°50'17" W FOR A DISTANCE OF 117.60 FEET; THENCE RUN S 81°11'48" E FOR A DISTANCE OF 240.31 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 822.40 FEET AND A CHORD BEARING OF S 49°53'14" E, THENCE RUN THROUGH A CENTRAL ANGLE OF 82°37'09" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 598.81 FEET; THENCE RUN N 65°18'34" E FOR A DISTANCE OF 97.85 FEET; THENCE RUN N 47°45'27" E FOR A DISTANCE OF 318.21 FEET; THENCE RUN N 14°08'38" W FOR A DISTANCE OF 70.78 FEET; THENCE RUN S 78°35'00" W FOR A DISTANCE OF 14.40 FEET; THENCE RUN N 67°24'56" E FOR A DISTANCE OF 64.55 FEET; THENCE RUN N 32°02'45" W FOR A DISTANCE OF 153.10 FEET; THENCE RUN N 41°50'32" W FOR A DISTANCE OF 278.15 FEET; THENCE RUN N 51°05'36" W FOR A DISTANCE OF 131.28 FEET; THENCE RUN N 39°40'01" E FOR A DISTANCE OF 170.82 FEET; THENCE RUN N 82°44'38" E FOR A DISTANCE OF 254.96 FEET; THENCE RUN S 72°15'29" E FOR A DISTANCE OF 228.91 FEET; THENCE RUN S 47°33'17" E FOR A DISTANCE OF 385.98 FEET; THENCE RUN S 38°39'44" E FOR A DISTANCE OF 444.40 FEET; THENCE RUN S 28°18'10" E FOR A DISTANCE OF 409.23 FEET; THENCE RUN S 38°38'34" W FOR A DISTANCE OF 456.24 FEET; THENCE RUN S 82°17'03" W FOR A DISTANCE OF 69.68 FEET; THENCE RUN N 32°30'11" W FOR A DISTANCE OF 279.69 FEET; THENCE RUN N 65°56'48" W FOR A DISTANCE OF 88.57 FEET; THENCE RUN S 84°40'53" W FOR A DISTANCE OF 151.84 FEET; THENCE RUN S 01°41'28" W FOR A DISTANCE OF 242.81 FEET; THENCE RUN S 24°08'13" E FOR A DISTANCE OF 98.58 FEET; THENCE RUN S 48°43'33" E FOR A DISTANCE OF 119.48 FEET; THENCE RUN S 87°36'22" E FOR A DISTANCE OF 158.53 FEET; THENCE RUN S 19°58'15" W FOR A DISTANCE OF 460.13 FEET; THENCE RUN S 63°34'55" W FOR A DISTANCE OF 160.38 FEET; THENCE RUN S 19°54'20" W FOR A DISTANCE OF 104.38 FEET; THENCE RUN S 01°02'20" W FOR A DISTANCE OF 238.64 FEET; THENCE RUN S 24°50'09" E FOR A DISTANCE OF 409.70 FEET TO A POINT ON THE SOUTH LINE OF SECTION 1, TOWNSHIP 25 SOUTH, RANGE 28 EAST; THENCE RUN S 89°54'08" W ALONG THE SOUTH LINE OF SAID SECTION 1 FOR A DISTANCE OF 434.95 FEET TO THE NORTHWEST CORNER OF GOVERNMENT LOT 1; THENCE RUN S 00°29'21" E ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1 FOR A DISTANCE OF 38.80 FEET TO A POINT; THENCE

THE BEGINNING OF A "JENI CURVE" CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 822.40 FEET AND A CHORD BEARING OF S 49°53'14" E, THENCE RUN ALONG A CENTRAL ANGLE OF 62°37'09" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 898.81 FEET; THENCE RUN N 85°18'34" E FOR A DISTANCE OF 97.95 FEET; THENCE RUN N 47°43'27" E FOR A DISTANCE OF 318.21 FEET; THENCE RUN N 14°06'38" W FOR A DISTANCE OF 70.78 FEET; THENCE RUN S 78°39'00" W FOR A DISTANCE OF 14.40 FEET; THENCE RUN N 67°24'58" E FOR A DISTANCE OF 64.55 FEET; THENCE RUN N 32°02'45" W FOR A DISTANCE OF 153.10 FEET; THENCE RUN N 41°50'32" W FOR A DISTANCE OF 278.15 FEET; THENCE RUN N 51°05'38" W FOR A DISTANCE OF 131.28 FEET; THENCE RUN N 39°40'01" E FOR A DISTANCE OF 170.82 FEET; THENCE RUN N 82°44'38" E FOR A DISTANCE OF 254.98 FEET; THENCE RUN S 72°15'25" E FOR A DISTANCE OF 228.51 FEET; THENCE RUN S 47°33'17" E FOR A DISTANCE OF 385.89 FEET; THENCE RUN S 38°39'44" E FOR A DISTANCE OF 444.40 FEET; THENCE RUN S 28°18'10" E FOR A DISTANCE OF 409.23 FEET; THENCE RUN S 38°38'34" W FOR A DISTANCE OF 458.24 FEET; THENCE RUN S 82°17'03" W FOR A DISTANCE OF 89.86 FEET; THENCE RUN N 32°30'11" W FOR A DISTANCE OF 279.69 FEET; THENCE RUN N 65°38'48" W FOR A DISTANCE OF 88.57 FEET; THENCE RUN S 64°40'53" W FOR A DISTANCE OF 151.84 FEET; THENCE RUN S 01°41'28" W FOR A DISTANCE OF 242.81 FEET; THENCE RUN S 24°08'13" E FOR A DISTANCE OF 98.58 FEET; THENCE RUN S 48°43'33" E FOR A DISTANCE OF 118.48 FEET; THENCE RUN S 87°38'22" E FOR A DISTANCE OF 158.53 FEET; THENCE RUN S 15°58'15" W FOR A DISTANCE OF 480.13 FEET; THENCE RUN S 63°34'55" W FOR A DISTANCE OF 160.38 FEET; THENCE RUN S 18°54'20" W FOR A DISTANCE OF 104.38 FEET; THENCE RUN S 01°02'20" W FOR A DISTANCE OF 239.64 FEET; THENCE RUN S 24°50'09" E FOR A DISTANCE OF 409.70 FEET TO A POINT ON THE SOUTH LINE OF SECTION 1, TOWNSHIP 25 SOUTH, RANGE 28 EAST; THENCE RUN S 89°54'08" W ALONG THE SOUTH LINE OF SAID SECTION 1 FOR A DISTANCE OF 434.55 FEET TO THE NORTHWEST CORNER OF GOVERNMENT LOT 1; THENCE RUN S 00°29'21" E ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1 FOR A DISTANCE OF 38.80 FEET TO A POINT; THENCE LEAVING SAID WEST LINE OF GOVERNMENT LOT 1, RUN N 89°57'41" W FOR A DISTANCE OF 3982.01 FEET TO A POINT ON THE WEST LINE OF SECTION 12, TOWNSHIP 25 SOUTH, RANGE 28 EAST; THENCE RUN N 00°14'33" E ALONG SAID WEST LINE OF SECTION 12 FOR A DISTANCE OF 29.95 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING (POND "B"):

A PART OF SECTION 1, TOWNSHIP 25 SOUTH, RANGE 28 EAST, LYING SOUTH OF OSCEOLA PARKWAY IN OSCEOLA COUNTY, FLORIDA,

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT A 6" CONCRETE MONUMENT WITH A NAIL AND WITH NO RLS NUMBER MARKING THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 25 SOUTH, RANGE 28 EAST IN OSCEOLA COUNTY, FLORIDA; THENCE N 89°50'09" W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 2, A DISTANCE OF 1334.30 FEET TO THE SOUTHEAST CORNER OF SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 2; THENCE N 01°44'13" E ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 2, A DISTANCE OF 459.18 FEET TO A POINT ON THE CENTERLINE OF OSCEOLA PARKWAY; THENCE N 70°09'18" E ALONG SAID LINE, 513.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 3273.00 FEET, A CENTRAL ANGLE OF 07°10'43" AND A CHORD BEARING OF N 88°33'36" E; THENCE NORTHEASTERLY ALONG SAID CENTERLINE AND THE ARC OF SAID CURVE, 410.08 FEET TO THE POINT OF TANGENCY; THENCE N 82°58'35" E ALONG SAID CENTERLINE, 632.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 3819.72 FEET, A CENTRAL ANGLE OF 04°02'52" AND A CHORD BEARING OF N 85°00'00" E; THENCE NORTHEASTERLY ALONG SAID CENTERLINE AND THE ARC OF SAID CURVE, 289.85 FEET TO A POINT ON CURVE; THENCE S 22°58'33" E (RADIAL), 80.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF OSCEOLA PARKWAY; THENCE S 18°18'48" E, 236.58 FEET; THENCE S 72°08'55" E, 5.63 FEET TO THE POINT OF BEGINNING; THENCE N 64°37'38" E, 162.34 FEET; THENCE S 80°40'19" E, 365.68 FEET; THENCE N 74°38'16" E, 538.01 FEET; THENCE S 25°58'05" E, 369.06 FEET; THENCE N 88°40'17" W, 882.18 FEET; THENCE N 72°08'36" W, 531.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 429.013 ACRES, MORE OR LESS.

LEGAL DESCRIPTION (FISHER TRACT):

GOVERNMENT LOT 1 AND THE NORTH 1/2 OF GOVERNMENT LOT 2, SECTION 12, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, SAID POINT BEING A 4" IRON PIPE AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 1; THENCE S 00°08'08" E, ALONG THE EAST LINE OF SAID SECTION 12, RUN 1988.71 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID GOVERNMENT LOT 2; THENCE S 89°57'03" W, ALONG SAID SOUTH LINE, RUN 1631.53 FEET TO THE EAST LINE THEREOF; THENCE N 00°29'21" W, RUN 1987.37 FEET TO THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 1; THENCE N 89°54'08" E, ALONG THE NORTH LINE THEREOF, RUN 1643.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 74.741 ACRES, MORE OR LESS.

TOTAL ACRES 503.754, MORE OR LESS

CL 98110378

DR 1535/1116

EXHIBIT B.

The South 1/2 of Government Lot 2, Section 12, Township 25 South, Range 28 East, Osceola County, Florida. Being more particularly described as follows:

Begin at the Southwest corner of Government Lot 2, of Section 12, Township 25 South, Range 28 East, Osceola County, Florida, thence run South $89^{\circ} 58' 30''$ East along the South line of said Government Lot 2, a distance of 1,627.64 feet to the Southeast corner of said Government Lot 2; thence run North $00^{\circ} 04' 47''$ West along the East line of said Government Lot 2, a distance of 662.91 feet to a point; thence departing said East line, run North $89^{\circ} 58' 04''$ West a distance of 1,632.05 feet to a point on the West line of said Government Lot 2; thence run South $00^{\circ} 27' 39''$ East a distance of 663.14 feet to the Point of Beginning.

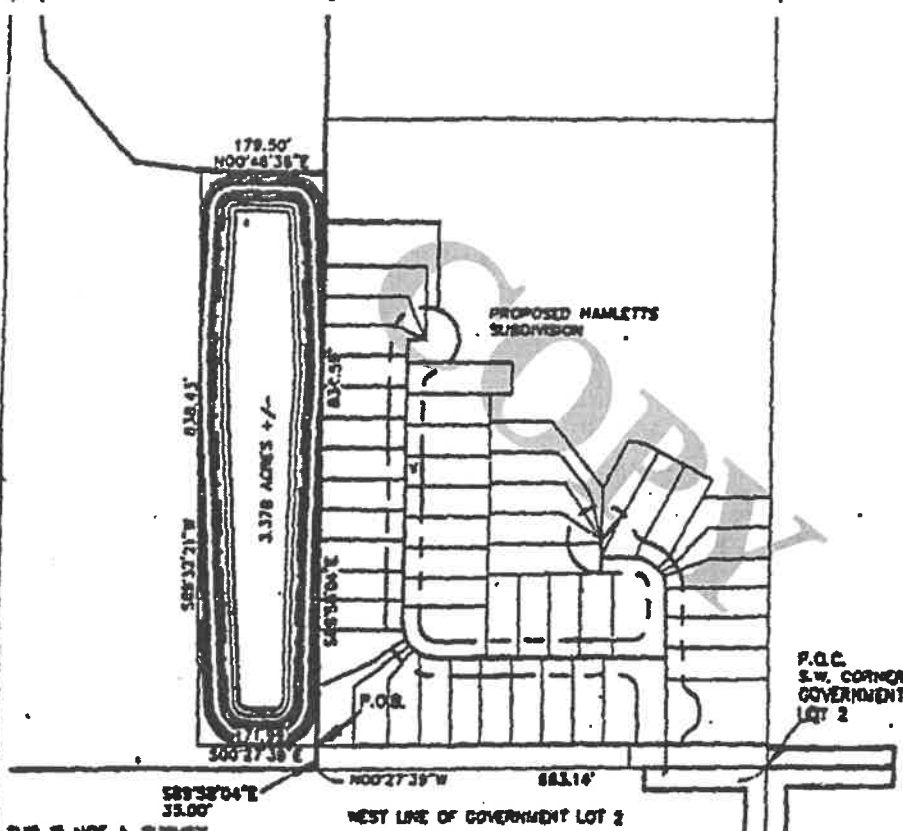
COPY

**SKETCH OF LEGAL DESCRIPTION
OF A DETENTION POND PARCEL**

COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 2 OF SECTION 12, TOWNSHIP 25 SOUTH, RANGE 28 EAST OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 00°27'39" WEST ALONG THE WEST LINE OF SAID GOVERNMENT LOT 2 A DISTANCE OF 683.14 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE RUN SOUTH 89°38'04" EAST, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°38'04" EAST A DISTANCE OF 634.38 FEET TO A POINT; THENCE RUN NORTH 00°48'36" EAST A DISTANCE OF 179.50 FEET TO A POINT; THENCE RUN SOUTH 89°32'21" WEST A DISTANCE OF 838.43 FEET TO A POINT; THENCE RUN SOUTH 00°27'39" EAST, A DISTANCE OF 171.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.378 ACRES MORE OR LESS.

ASSUMED NORTH MERIDIAN; BEARINGS BASED ON THE WEST LINE OF GOVERNMENT LOT 2, AS BEING N 00°27'39" W.




THIS IS NOT A SURVEY

<ul style="list-style-type: none"> 1.00 = ONE 2.00 = TWO 3.00 = THREE 4.00 = FOUR 5.00 = FIVE 6.00 = SIX 7.00 = SEVEN 8.00 = EIGHT 9.00 = NINE 10.00 = TEN 11.00 = ELEVEN 12.00 = TWELVE 13.00 = THIRTEEN 14.00 = FOURTEEN 15.00 = FIFTEEN 16.00 = SIXTEEN 17.00 = SEVENTEEN 18.00 = EIGHTEEN 19.00 = NINETEEN 20.00 = TWENTY 21.00 = TWENTY ONE 22.00 = TWENTY TWO 23.00 = TWENTY THREE 24.00 = TWENTY FOUR 25.00 = TWENTY FIVE 26.00 = TWENTY SIX 27.00 = TWENTY SEVEN 28.00 = TWENTY EIGHT 29.00 = TWENTY NINE 30.00 = THIRTY 31.00 = THIRTY ONE 32.00 = THIRTY TWO 33.00 = THIRTY THREE 34.00 = THIRTY FOUR 35.00 = THIRTY FIVE 36.00 = THIRTY SIX 37.00 = THIRTY SEVEN 38.00 = THIRTY EIGHT 39.00 = THIRTY NINE 40.00 = FORTY 41.00 = FORTY ONE 42.00 = FORTY TWO 43.00 = FORTY THREE 44.00 = FORTY FOUR 45.00 = FORTY FIVE 46.00 = FORTY SIX 47.00 = FORTY SEVEN 48.00 = FORTY EIGHT 49.00 = FORTY NINE 50.00 = FIFTY 51.00 = FIFTY ONE 52.00 = FIFTY TWO 53.00 = FIFTY THREE 54.00 = FIFTY FOUR 55.00 = FIFTY FIVE 56.00 = FIFTY SIX 57.00 = FIFTY SEVEN 58.00 = FIFTY EIGHT 59.00 = FIFTY NINE 60.00 = SIXTY 61.00 = SIXTY ONE 62.00 = SIXTY TWO 63.00 = SIXTY THREE 64.00 = SIXTY FOUR 65.00 = SIXTY FIVE 66.00 = SIXTY SIX 67.00 = SIXTY SEVEN 68.00 = SIXTY EIGHT 69.00 = SIXTY NINE 70.00 = SEVENTY 71.00 = SEVENTY ONE 72.00 = SEVENTY TWO 73.00 = SEVENTY THREE 74.00 = SEVENTY FOUR 75.00 = SEVENTY FIVE 76.00 = SEVENTY SIX 77.00 = SEVENTY SEVEN 78.00 = SEVENTY EIGHT 79.00 = SEVENTY NINE 80.00 = EIGHTY 81.00 = EIGHTY ONE 82.00 = EIGHTY TWO 83.00 = EIGHTY THREE 84.00 = EIGHTY FOUR 85.00 = EIGHTY FIVE 86.00 = EIGHTY SIX 87.00 = EIGHTY SEVEN 88.00 = EIGHTY EIGHT 89.00 = EIGHTY NINE 90.00 = NINETY 91.00 = NINETY ONE 92.00 = NINETY TWO 93.00 = NINETY THREE 94.00 = NINETY FOUR 95.00 = NINETY FIVE 96.00 = NINETY SIX 97.00 = NINETY SEVEN 98.00 = NINETY EIGHT 99.00 = NINETY NINE 100.00 = ONE HUNDRED 	<ul style="list-style-type: none"> 101.00 = ONE HUNDRED ONE 102.00 = ONE HUNDRED TWO 103.00 = ONE HUNDRED THREE 104.00 = ONE HUNDRED FOUR 105.00 = ONE HUNDRED FIVE 106.00 = ONE HUNDRED SIX 107.00 = ONE HUNDRED SEVEN 108.00 = ONE HUNDRED EIGHT 109.00 = ONE HUNDRED NINE 110.00 = ONE HUNDRED TEN 111.00 = ONE HUNDRED ELEVEN 112.00 = ONE HUNDRED TWELVE 113.00 = ONE HUNDRED THIRTEEN 114.00 = ONE HUNDRED FOURTEEN 115.00 = ONE HUNDRED FIFTEEN 116.00 = ONE HUNDRED SIXTEEN 117.00 = ONE HUNDRED SEVENTEEN 118.00 = ONE HUNDRED EIGHTEEN 119.00 = ONE HUNDRED NINETEEN 120.00 = TWO HUNDRED 121.00 = TWO HUNDRED ONE 122.00 = TWO HUNDRED TWO 123.00 = TWO HUNDRED THREE 124.00 = TWO HUNDRED FOUR 125.00 = TWO HUNDRED FIVE 126.00 = TWO HUNDRED SIX 127.00 = TWO HUNDRED SEVEN 128.00 = TWO HUNDRED EIGHT 129.00 = TWO HUNDRED NINE 130.00 = TWO HUNDRED TEN 131.00 = TWO HUNDRED ELEVEN 132.00 = TWO HUNDRED TWELVE 133.00 = TWO HUNDRED THIRTEEN 134.00 = TWO HUNDRED FOURTEEN 135.00 = TWO HUNDRED FIFTEEN 136.00 = TWO HUNDRED SIXTEEN 137.00 = TWO HUNDRED SEVENTEEN 138.00 = TWO HUNDRED EIGHTEEN 139.00 = TWO HUNDRED NINETEEN 140.00 = THREE HUNDRED 141.00 = THREE HUNDRED ONE 142.00 = THREE HUNDRED TWO 143.00 = THREE HUNDRED THREE 144.00 = THREE HUNDRED FOUR 145.00 = THREE HUNDRED FIVE 146.00 = THREE HUNDRED SIX 147.00 = THREE HUNDRED SEVEN 148.00 = THREE HUNDRED EIGHT 149.00 = THREE HUNDRED NINE 150.00 = THREE HUNDRED TEN 151.00 = THREE HUNDRED ELEVEN 152.00 = THREE HUNDRED TWELVE 153.00 = THREE HUNDRED THIRTEEN 154.00 = THREE HUNDRED FOURTEEN 155.00 = THREE HUNDRED FIFTEEN 156.00 = THREE HUNDRED SIXTEEN 157.00 = THREE HUNDRED SEVENTEEN 158.00 = THREE HUNDRED EIGHTEEN 159.00 = THREE HUNDRED NINETEEN 160.00 = FOUR HUNDRED 161.00 = FOUR HUNDRED ONE 162.00 = FOUR HUNDRED TWO 163.00 = FOUR HUNDRED THREE 164.00 = FOUR HUNDRED FOUR 165.00 = FOUR HUNDRED FIVE 166.00 = FOUR HUNDRED SIX 167.00 = FOUR HUNDRED SEVEN 168.00 = FOUR HUNDRED EIGHT 169.00 = FOUR HUNDRED NINE 170.00 = FOUR HUNDRED TEN 171.00 = FOUR HUNDRED ELEVEN 172.00 = FOUR HUNDRED TWELVE 173.00 = FOUR HUNDRED THIRTEEN 174.00 = FOUR HUNDRED FOURTEEN 175.00 = FOUR HUNDRED FIFTEEN 176.00 = FOUR HUNDRED SIXTEEN 177.00 = FOUR HUNDRED SEVENTEEN 178.00 = FOUR HUNDRED EIGHTEEN 179.00 = FOUR HUNDRED NINETEEN 180.00 = FIVE HUNDRED 181.00 = FIVE HUNDRED ONE 182.00 = FIVE HUNDRED TWO 183.00 = FIVE HUNDRED THREE 184.00 = FIVE HUNDRED FOUR 185.00 = FIVE HUNDRED FIVE 186.00 = FIVE HUNDRED SIX 187.00 = FIVE HUNDRED SEVEN 188.00 = FIVE HUNDRED EIGHT 189.00 = FIVE HUNDRED NINE 190.00 = FIVE HUNDRED TEN 191.00 = FIVE HUNDRED ELEVEN 192.00 = FIVE HUNDRED TWELVE 193.00 = FIVE HUNDRED THIRTEEN 194.00 = FIVE HUNDRED FOURTEEN 195.00 = FIVE HUNDRED FIFTEEN 196.00 = FIVE HUNDRED SIXTEEN 197.00 = FIVE HUNDRED SEVENTEEN 198.00 = FIVE HUNDRED EIGHTEEN 199.00 = FIVE HUNDRED NINETEEN 200.00 = SIX HUNDRED
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No abstracted boundaries or boundaries shown have been located in the field. The Surveyor has not measured the land shown herein for purposes of any and all purposes, if any. This map is not to be used for any purpose other than that for which it was prepared. There may be additional references and/or annotations that are not reflected on this plan of survey that may be found in the Public Records of the county.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL GASSO SEAL OF A FLORIDA LICENSED SURVEYOR AND PLANNER.

NAME	XXXX	BLOC	XXXX	Project Address	Date	By
Survey Type	Survey Date	By	Field Book	Pages		
Sketch of land	7-15-95	JLL				
Foundation						
Boundary/Title						



Hanson, Walter & Associates, Inc.
Engineering, Surveying and Planning
606 E. CAN ST, SUITE 200 WESTMOR, FL 32766-0277 (407)817-8453
LICENSED SURVEYING BUSINESS 63770

I hereby certify that the sketch represented herein has been prepared in accordance with the Florida Professional Standards as set forth in Chapter 61E17-6, Florida Administrative Code, pursuant to Section 472.077, Florida Statutes.

Randy Nelson, P.L.S. # 4826 or
Carol Gaudin, P.L.S. #1828

Date Signed

CL 98110378

DR 1535/1118

SECTION VII

SECTION C

SECTION 1

Shingle Creek Community Development District

Summary of Checks

January 22, 2021 to February 22, 2021

Bank	Date	Check #	Amount
General Fund	1/26/21	505-506	\$ 90,180.14
	1/28/21	507	\$ 176.60
	2/4/21	508	\$ 945.60
	2/5/21	509	\$ 4,880.05
	2/11/21	510	\$ 1,290.00
	2/17/21	511-512	\$ 18,796.65
	2/18/21	513-515	\$ 103,030.26
			\$ 219,299.30
Payroll Fund	<u>February 2021</u>		
	Patrick Bonin Jr.	50001	\$ 184.70
			\$ 184.70
			\$ 219,484.00

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO YRMO	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK #
1/26/21	00012	1/25/21	01252021	300-20700-10000	SHINGLE CREEK CDD C/O REGIONS BANK	*	53,887.44	000505
1/26/21	00012	1/25/21	01252021	300-20700-10100	SHINGLE CREEK CDD C/O REGIONS BANK	*	36,292.70	000506
1/28/21	00016	1/21/21	95850	310-51300-31500	SHINGLE CREEK CDD C/O REGIONS BANK	*	176.60	000507
2/04/21	00023	1/20/21	85356	320-53800-46400	LATHAM, LUNA, EDEN & BEAUDINE, LLP	*	945.60	000508
2/05/21	00011	2/01/21	130	310-51300-34000	DOWN TO EARTH LAWN CARE II, INC	*	2,916.67	000509
2/01/21	130	2/01/21	130	310-51300-35200	MANAGEMENT FEES FEB21	*	100.00	000510
2/01/21	130	2/01/21	130	310-51300-31300	INFORMATION TECH FEB21	*	583.33	000511
2/01/21	130	2/01/21	130	310-51300-51000	DISSEMINATION FEE FEB21	*	.27	000512
2/01/21	130	2/01/21	130	310-51300-42000	OFFICE SUPPLIES	*	13.28	000513
2/01/21	130	2/01/21	130	310-51300-42500	POSTAGE	*	16.50	000514
2/01/21	131	2/01/21	131	320-53800-12000	COPIES	*	1,250.00	000515
2/11/21	00007	2/01/21	55825	320-53800-47000	FIELD MANAGEMENT FEB21	*	840.00	000516
2/01/21	55825	2/01/21	55825	320-53800-47000	WATERWAY MAINT - 3 PONDS	*	210.00	000517
2/01/21	55825	2/01/21	55825	320-53800-47000	ADDITIONAL SRVS - 4 PONDS	*	240.00	000518
2/17/21	99999	2/17/21	VOID	000-00000-00000	AQUATIC WEED CONTROL, INC.	C	1,290.00	000519
2/17/21	00023	2/10/21	87077	320-53800-46200	LANDSCAPE-PHASE I-FEB21	*	6,116.00	000520

*****INVALID VENDOR NUMBER*****

SHIN SHINGLE CREEK TVISCARRA

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
2/10/21	87077	202102	320	53800	46200	LNDSCPE-PHII STOREY LAKE	*	1,423.00		
2/10/21	87077	202102	320	53800	46200	LNDSCPE-AREA I BAHIA MOW	*	350.00		
2/10/21	87077	202102	320	53800	46200	LNDSCPE-ADD.BAHIA PH2P2	*	1,150.00		
2/10/21	87077	202102	320	53800	46200	LNDSCPE-ADD.AREA ADDENDUM	*	2,792.35		
2/10/21	87077	202102	320	53800	46200	LNDSCPE-POND P-1 ADDENDUM	*	390.81		
2/10/21	87077	202102	320	53800	46200	LNDSCPE-WI&W2 ROAD BUFFER	*	201.36		
2/10/21	87077	202102	320	53800	46200	LNDSCPE-TRACT 3B ADDENDUM	*	175.14		
2/10/21	87077	202102	320	53800	46200	LNDSCPE-STOREY TELL WAY	*	293.33		
2/10/21	87077	202102	320	53800	46200	LNDSCPE-TRACT K GATE ENT.	*	496.19		
2/10/21	87077	202102	320	53800	46200	LNDSCPE-POND P-3 ADDENDUM	*	202.58		
2/10/21	87077	202102	320	53800	46200	LNDSCPE-NATURE RDGE RD 2A	*	2,075.90		
2/10/21	87077	202102	320	53800	46200	LNDSCPE-NATURE 2B RW3	*	2,055.36		
2/10/21	87077	202102	320	53800	46200	LNDSCPE-TRACT A LIFT ADD.	*	232.22		
2/10/21	87077	202102	320	53800	46200	LNDSCPE-HWY192&STOREY LK	*	271.50		
2/10/21	87077	202102	320	53800	46200	LNDSCPE-TRACT P-4 POND B1	*	570.91		
2/18/21	00012	02182021	202102	300	20700	10000	DOWN TO EARTH LAWNCARE II, INC	*	18,796.65	000512
2/18/21	00012	02182021	202102	300	20700	10000	FY21 DEBT SERV SER 2015	*	36,500.21	
2/18/21	00012	02182021	202102	300	20700	10100	SHINGLE CREEK CDD C/O REGIONS BANK	*	36,500.21	000513
2/18/21	00012	02182021	202102	300	20700	10100	FY21 DEBT SERV SER 2019	*	24,582.55	
2/18/21	00012	02182021	202102	300	20700	10100	SHINGLE CREEK CDD C/O REGIONS BANK	*	24,582.55	000514
2/18/21	00012	02182021	202102	300	20700	10100	FY21 LEN OT HOLDINGS 2019	*	41,947.50	
2/18/21	00012	02182021	202102	300	20700	10100	SHINGLE CREEK CDD C/O REGIONS BANK	*	41,947.50	000515

TOTAL FOR BANK A 219,299.30
 SHIN SHINGLE CREEK TVISCARRA

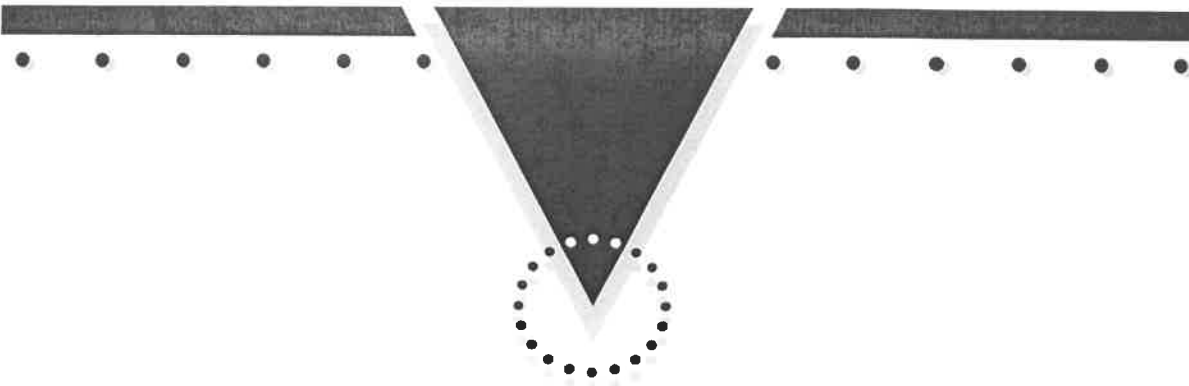
AP300R

CHECK DATES 01/22/2021 - 02/22/2021 *** YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 2/22/21 PAGE 3
*** GENERAL FUND BANK A GENERAL FUND

CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK #	AMOUNT
TOTAL FOR REGISTER											219,299.30	

SHIN SHINGLE CREEK TVISCARRA

SECTION 2



**Shingle Creek
Community Development District**

Unaudited Financial Reporting

January 31, 2021



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7	<u>Month to Month</u>
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9	<u>FY21 Assessment Receipt Schedule</u>

Shingle Creek
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
January 31, 2021

	General Fund	Debt Service Fund	Capital Projects Fund	Totals 2021
ASSETS:				
CASH				
OPERATING ACCOUNT - SUNTRUST	\$882,625	---	---	\$882,625
INVESTMENTS				
SERIES 2015				
RESERVE	---	\$716,713	---	\$716,713
REVENUE	---	\$1,318,278	---	\$1,318,278
INTEREST	---	\$3	---	\$3
SINKING FUND	---	\$416	---	\$416
CONSTRUCTION	---	---	\$1,617	\$1,617
SERIES 2019				
RESERVE	---	\$572,034	---	\$572,034
REVENUE	---	\$917,290	---	\$917,290
INTEREST	---	\$2	---	\$2
SINKING FUND	---	\$10	---	\$10
CONSTRUCTION	---	---	\$728	\$728
TOTAL ASSETS	\$882,625	\$3,524,746	\$2,345	\$4,409,715
LIABILITIES:				
ACCOUNTS PAYABLE	\$946	---	---	\$946
FUND EQUITY:				
FUND BALANCES:				
RESTRICTED FOR DEBT SERVICE 2015	---	\$2,035,410	---	\$2,035,410
RESTRICTED FOR DEBT SERVICE 2019	---	\$1,489,337	---	\$1,489,337
RESTRICTED FOR CAPITAL PROJECTS 2015	---	---	\$1,617	\$1,617
RESTRICTED FOR CAPITAL PROJECTS 2019	---	---	\$728	\$728
UNASSIGNED	\$881,679	---	---	\$881,679
TOTAL LIABILITIES & FUND EQUITY	\$882,625	\$3,524,746	\$2,345	\$4,409,715

Shingle Creek

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending January 31, 2021

	ADOPTED BUDGET	PRORATED BUDGET THRU 1/31/21	ACTUAL THRU 1/31/21	VARIANCE
REVENUES:				
ASSESSMENTS - TAX ROLL	\$647,434	\$540,302	\$540,302	\$0
ASSESSMENTS - DIRECT BILLED	\$47,641	\$23,820	\$23,820	\$0
TOTAL REVENUES	\$695,075	\$564,123	\$564,123	\$0
EXPENDITURES:				
ADMINISTRATIVE:				
SUPERVISOR FEES	\$12,000	\$4,000	\$200	\$3,800
FICA EXPENSE	\$918	\$306	\$15	\$291
ENGINEERING	\$15,000	\$5,000	\$285	\$4,715
ATTORNEY	\$25,000	\$8,333	\$963	\$7,371
ARBITRAGE	\$1,100	\$550	\$550	\$0
DISSEMINATION	\$7,000	\$2,333	\$2,333	\$0
ANNUAL AUDIT	\$4,600	\$2,000	\$2,000	\$0
TRUSTEE FEES	\$7,000	\$0	\$0	\$0
ASSESSMENT ADMINISTRATION	\$5,000	\$5,000	\$5,000	\$0
MANAGEMENT FEES	\$35,000	\$11,667	\$11,540	\$127
INFORMATION TECHNOLOGY	\$1,200	\$400	\$400	\$0
TELEPHONE	\$200	\$67	\$0	\$67
POSTAGE	\$500	\$167	\$180	(\$13)
PRINTING & BINDING	\$500	\$167	\$18	\$149
INSURANCE	\$10,100	\$10,100	\$9,611	\$489
LEGAL ADVERTISING	\$2,500	\$833	\$800	\$33
OTHER CURRENT CHARGES	\$300	\$100	\$0	\$100
OFFICE SUPPLIES	\$200	\$67	\$1	\$66
PROPERTY APPRAISER	\$550	\$0	\$0	\$0
PROPERTY TAXES	\$700	\$662	\$662	\$0
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
FIELD:				
FIELD SERVICES	\$15,000	\$5,000	\$4,375	\$625
ELECTRIC	\$10,000	\$3,333	\$2,475	\$858
STREETLIGHTS	\$92,500	\$30,833	\$21,920	\$8,913
WATER & SEWER	\$34,500	\$11,500	\$3,565	\$7,935
LANDSCAPE MAINTENANCE	\$292,892	\$97,631	\$75,187	\$22,444
LANDSCAPE CONTINGENCY	\$15,000	\$5,000	\$0	\$5,000
PROPERTY INSURANCE	\$8,500	\$8,500	\$10,609	(\$2,109)
LONDON CREEK RANCH MAINTENANCE	\$30,600	\$10,200	\$0	\$10,200
LAKE MAINTENANCE	\$16,480	\$5,493	\$5,160	\$333
LAKE CONTINGENCY	\$1,250	\$417	\$0	\$417
DRAINAGE R&M	\$2,500	\$833	\$0	\$833
IRRIGATION REPAIRS	\$12,000	\$4,000	\$4,413	(\$413)
LIGHTING MAINTENANCE	\$1,810	\$603	\$0	\$603
REPAIRS & MAINTENANCE	\$12,500	\$4,167	\$197	\$3,969
PRESSURE WASHING	\$10,000	\$3,333	\$0	\$3,333
CONTINGENCY	\$10,000	\$3,333	\$0	\$3,333
TOTAL EXPENDITURES	\$695,075	\$246,104	\$162,634	\$83,470
EXCESS REVENUES (EXPENDITURES)	\$0		\$401,489	
FUND BALANCE - BEGINNING	\$0		\$480,190	
FUND BALANCE - ENDING	\$0		\$881,679	

Shingle Creek

COMMUNITY DEVELOPMENT DISTRICT

SERIES 2015

DEBT SERVICE FUND

Statement of Revenues & Expenditures

For The Period Ending January 31, 2021

	ADOPTED BUDGET	PRORATED BUDGET THRU 1/31/21	ACTUAL THRU 1/31/21	VARIANCE
<u>REVENUES:</u>				
ASSESSMENTS - TAX ROLL	\$1,434,037	\$1,196,745	\$1,196,745	\$0
INTEREST	\$5,000	\$1,667	\$49	(\$1,618)
TOTAL REVENUES	\$1,439,037	\$1,198,411	\$1,196,794	(\$1,618)
<u>EXPENDITURES:</u>				
INTEREST - 11/1	\$516,318	\$516,318	\$516,318	\$0
PRINCIPAL - 11/1	\$400,000	\$400,000	\$400,000	\$0
INTEREST - 05/1	\$509,068	\$0	\$0	\$0
TOTAL EXPENDITURES	\$1,425,386	\$916,318	\$916,318	\$0
EXCESS REVENUES (EXPENDITURES)	\$13,651		\$280,476	
FUND BALANCE - BEGINNING	\$1,020,261		\$1,754,934	
FUND BALANCE - ENDING	\$1,033,912		\$2,035,410	

Shingle Creek

COMMUNITY DEVELOPMENT DISTRICT

SERIES 2019

DEBT SERVICE FUND

Statement of Revenues & Expenditures

For The Period Ending January 31, 2021

	ADOPTED BUDGET	PRORATED BUDGET THRU 1/31/21	ACTUAL THRU 1/31/21	VARIANCE
REVENUES:				
ASSESSMENTS - TAX ROLL	\$965,501	\$805,997	\$805,997	\$0
ASSESSMENTS - DIRECT BILLED	\$167,790	\$83,895	\$83,895	\$0
INTEREST	\$2,500	\$833	\$32	(\$801)
TRANSFER IN	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$1,135,791	\$890,725	\$889,924	(\$801)
EXPENDITURES:				
INTEREST - 11/1	\$414,581	\$414,581	\$414,581	\$0
PRINCIPAL - 5/1	\$305,000	\$0	\$0	\$0
INTEREST - 05/1	\$414,581	\$0	\$0	\$0
TOTAL EXPENDITURES	\$1,134,162	\$414,581	\$414,581	\$0
EXCESS REVENUES (EXPENDITURES)	\$1,629		\$475,342	
FUND BALANCE - BEGINNING	\$434,851		\$1,013,994	
FUND BALANCE - ENDING	\$436,480		\$1,489,337	

Shingle Creek

COMMUNITY DEVELOPMENT DISTRICT

SERIES 2015

CAPITAL PROJECTS FUND

Statement of Revenues & Expenditures

For The Period Ending January 31, 2021

	ADOPTED BUDGET	PRORATED BUDGET THRU 1/31/21	ACTUAL THRU 1/31/21	VARIANCE
<u>REVENUES:</u>				
INTEREST	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$0	\$0	\$0	\$0
<u>EXPENDITURES:</u>				
CAPITAL OUTLAY	\$0	\$0	\$0	\$0
TRANSFER OUT	\$0	\$0	\$0	(\$0)
TOTAL EXPENDITURES	\$0	\$0	\$0	(\$0)
EXCESS REVENUES (EXPENDITURES)	\$0		\$0	
FUND BALANCE - BEGINNING	\$0		\$1,617	
FUND BALANCE - ENDING	\$0		\$1,617	

Shingle Creek

COMMUNITY DEVELOPMENT DISTRICT

SERIES 2019

CAPITAL PROJECTS FUND

Statement of Revenues & Expenditures

For The Period Ending January 31, 2021

	ADOPTED BUDGET	PRORATED BUDGET THRU 1/31/21	ACTUAL THRU 1/31/21	VARIANCE
<u>REVENUES:</u>				
INTEREST	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$0	\$0	\$0	\$0
<u>EXPENDITURES:</u>				
CAPITAL OUTLAY	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$0		\$0	
FUND BALANCE - BEGINNING	\$0		\$728	
FUND BALANCE - ENDING	\$0		\$728	

Shingle Creek Community Development District

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
REVENUES:													
ASSESSMENTS - TAX ROLL	\$0	\$53,665	\$452,308	\$24,329	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$540,302
ASSESSMENTS - DIRECT BILLED	\$23,820	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,820
TOTAL REVENUES	\$23,820	\$53,665	\$452,308	\$24,329	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$564,123
EXPENDITURES:													
ADMINISTRATIVE:													
SUPERVISOR FEES	\$0	\$200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200
FICA EXPENSE	\$0	\$15	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15
ENGINEERING	\$95	\$190	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$285
ATTORNEY	\$30	\$756	\$177	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$963
ARBITRAGE	\$550	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$550
DISSEMINATION	\$583	\$583	\$583	\$583	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,333
ANNUAL AUDIT	\$0	\$2,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000
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	\$2,917	\$2,917	\$2,917	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,540
INFORMATION TECHNOLOGY	\$100	\$100	\$100	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POSTAGE	\$4	\$14	\$13	\$149	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$180
PRINTING & BINDING	\$16	\$2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18
INSURANCE	\$9,611	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,611
LEGAL ADVERTISING	\$800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800
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
PROPERTY TAXES	\$0	\$662	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$662
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
FIELD:													
FIELD SERVICES	\$625	\$1,250	\$1,250	\$1,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,375
ELECTRIC	\$596	\$594	\$592	\$684	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,475
STREETLIGHTS	\$4,369	\$5,289	\$6,133	\$6,130	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21,920
WATER & SEWER	\$1,568	\$968	\$558	\$471	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,565
LANDSCAPE MAINTENANCE	\$18,797	\$18,797	\$18,797	\$18,797	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,187
LANDSCAPE CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROPERTY INSURANCE	\$10,609	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,609
LONDON CREEK RANCH MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LAKE MAINTENANCE	\$1,290	\$1,290	\$1,290	\$1,290	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,160
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	\$1,150	\$1,085	\$1,232	\$946	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,413
LIGHTING MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REPAIRS & MAINTENANCE	\$0	\$197	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$197
PRESSURE WASHING	\$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
TOTAL EXPENDITURES	\$58,756	\$36,909	\$33,642	\$33,327	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$162,654
EXCESS REVENUES/(EXPENDITURES)	(\$34,936)	\$26,756	\$418,666	(\$8,998)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$401,489

Shingle Creek

COMMUNITY DEVELOPMENT DISTRICT

LONG TERM DEBT REPORT

SERIES 2015, SPECIAL ASSESSMENT REVENUE BONDS	
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	\$716,713
BONDS OUTSTANDING - 9/30/15	\$21,465,000
LESS: PRINCIPAL PAYMENT 11/1/16	(\$345,000)
LESS: PRINCIPAL PAYMENT 11/1/17	(\$360,000)
LESS: PRINCIPAL PAYMENT 11/1/18	(\$370,000)
LESS: PRINCIPAL PAYMENT 11/1/19	(\$385,000)
LESS: PRINCIPAL PAYMENT 11/1/20	(\$400,000)
CURRENT BONDS OUTSTANDING	\$19,605,000

SERIES 2019, SPECIAL ASSESSMENT REVENUE BONDS	
INTEREST RATE:	3.625%, 4.000%, 4.750%, 5.000%
MATURITY DATE:	5/1/2049
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$566,645
RESERVE FUND BALANCE	\$572,034
BONDS OUTSTANDING - 2/27/19	\$17,895,000
LESS: PRINCIPAL PAYMENT 05/1/20	(\$295,000)
CURRENT BONDS OUTSTANDING	\$17,600,000

**SHINGLE CREEK
COMMUNITY DEVELOPMENT DISTRICT**

SPECIAL ASSESSMENT RECEIPTS - FY2021

TAX COLLECTOR

GROSS ASSESSMENTS	\$	3,241,789	\$	688,760	\$	1,525,571	\$	1,027,458
NET ASSESSMENTS	\$	3,047,282	\$	647,434	\$	1,434,037	\$	965,811

DATE RECEIVED	DIST.	GROSS ASSESSMENTS RECEIVED	DISCOUNTS/ PENALTIES	COMMISSIONS PAID	INTEREST INCOME	NET AMOUNT RECEIVED	2015			TOTAL 100%
							GENERAL FUND 21.25%	DEBT SERVICE 47.06%	DEBT SERVICE 31.69%	
11/6/20	ACH	\$ 31,483.31	\$ 1,487.29	\$ 599.92	\$ -	\$ 29,396.10	\$ 6,245.58	\$ 13,833.67	\$ 9,316.85	\$ 29,396.10
11/20/20	ACH	\$ 287,263.76	\$ 11,490.10	\$ 5,515.47	\$ -	\$ 270,258.19	\$ 57,419.82	\$ 127,182.27	\$ 85,656.09	\$ 270,258.19
12/10/20	ACH	\$ 2,130,209.20	\$ 85,205.41	\$ 40,900.09	\$ -	\$ 2,004,103.70	\$ 425,797.57	\$ 943,122.08	\$ 635,184.06	\$ 2,004,103.70
12/22/20	ACH	\$ 131,642.50	\$ 4,319.33	\$ 2,546.45	\$ -	\$ 124,776.72	\$ 26,510.42	\$ 58,719.36	\$ 39,546.95	\$ 124,776.72
1/8/21	ACH	\$ 106,167.10	\$ 3,184.97	\$ 2,059.64	\$ -	\$ 100,922.49	\$ 21,442.28	\$ 47,493.66	\$ 31,986.55	\$ 100,922.49
1/8/21	ACH	\$ 14,292.61	\$ 428.76	\$ 277.28	\$ -	\$ 13,586.57	\$ 2,886.64	\$ 6,393.78	\$ 4,306.15	\$ 13,586.57
2/8/21	ACH	\$ 79,518.82	\$ 1,590.56	\$ 1,558.57	\$ -	\$ 76,369.69	\$ 16,225.72	\$ 35,939.23	\$ 24,204.74	\$ 76,369.69
2/8/21	ACH	\$ 1,216.39	\$ -	\$ 24.33	\$ -	\$ 1,192.06	\$ 253.27	\$ 560.98	\$ 377.81	\$ 1,192.06
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TOTALS		\$ 2,781,793.69	\$ 107,706.42	\$ 53,481.75	\$ -	\$ 2,620,605.52	\$ 556,781.30	\$ 1,233,245.03	\$ 830,579.20	\$ 2,620,605.52

DIRECT BILLED ASSESSMENTS

DATE RECEIVED		DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	GENERAL FUND	SERIES 2019
LEN OT HOLDINGS, LLC				\$215,430.86	\$47,640.86	\$167,790.00	
10/20/20		11/1/20	01508290	\$ 107,715.43	\$ 107,715.43	\$ 23,820.43	\$ 83,895.00
2/15/21		2/1/21	01567170	\$ 53,857.72	\$ 53,857.72	\$ 11,910.22	\$ 41,947.50
		5/1/21		\$ 53,857.72	\$ -	\$ -	\$ -
				\$ 215,430.87	\$ 161,573.15	\$ 35,730.65	\$ 125,842.50