

*Shingle Creek
Community Development District*

Agenda

December 2, 2024

AGENDA

Shingle Creek

Community Development District

219 E. Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

November 25, 2024

Board of Supervisors
Shingle Creek Community
Development District

Dear Board Members:

The meeting of the Board of Supervisors of the Shingle Creek Community Development District will be held **Monday, December 2, 2024 at 11:30 a.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 #1, #2, #4 & #5
 - B. Administration of Oaths of Office to Newly Appointed Board Members
 - C. Election of Officers
 - D. Consideration of Resolution 2025-02 Electing Officers
4. Approval of Minutes of the October 7, 2024 Meeting
5. Consideration of Agreements Related to Potential Sale of Adjacent Property by Len-OT
6. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
7. Other Business
8. Supervisor's Requests
9. Adjournment

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

Sincerely,

Jeremy LeBrun
District Manager

Cc: Jan Carpenter, District Counsel

Enclosures

SECTION III

SECTION D

RESOLUTION 2025-02

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. George Flint is elected Secretary.

Section 4. Jeremy LeBrun is elected Assistant Secretary.
_____ is elected Assistant Secretary.
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary.

Section 5. Jill Burns is elected Treasurer.

Section 6. Katie Costa is elected Assistant Treasurer.

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

PASSED AND ADOPTED this 2nd day of December, 2024.

ATTEST:

SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

MINUTES

**MINUTES OF MEETING
SHINGLE CREEK
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Shingle Creek Community Development District was held on Monday, **October 7, 2024** at 11:30 a.m. at the Oasis Club at ChampionsGate, 1520 Oasis Club Blvd., ChampionsGate, FL.

Present and constituting a quorum:

Rob Bonin	Chairman
Adam Morgan	Vice Chairman
Logan Lantrip	Assistant Secretary
Barry Bichard	Assistant Secretary

Also present were:

Jeremy LeBrun	District Manager, GMS
Kristen Trucco	District Counsel, LLEB
Joey Duncan <i>by phone</i>	District Engineer, Dewberry
Rey Malave <i>by phone</i>	District Engineer, Dewberry
Alan Scheerer	Field Manager

FIRST ORDER OF BUSINESS

Roll Call

Mr. LeBrun called the meeting to order and called the roll at 11:30 a.m.

Mr. LeBrun: We have four Supervisors present, so we have our quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. LeBrun: Just for the record, I will make sure no one is on the phone. Good morning, is anyone joining on the phone?

Mr. Malave: Morning, this is Rey Malave, with Dewberry.

Mr. LeBrun: Oh hey, good morning Rey. We just finished roll call, we're on to our Public Comment Period. Just for the record there are no members of the public present, just Board and Staff.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Acceptance of Resignation of Pat Quaranta

Mr. LeBrun: We received the resignation from Pat Quaranta that was in the Board’s agenda packet. We just look for a motion to accept that resignation.

On MOTION by Mr. Morgan, seconded by Mr. Bichard, with all in favor, Accepting the Resignation of Pat Quaranta, were approved.

B. Appointment of Individuals to Fulfill Vacancies in Seats #1, #2, #4 & #5

Mr. LeBrun: At this time, I am not aware of any residents that have made themselves known to fill that seat or can appoint someone at this time, or they can wish to defer, and we can continue to see if any residents are interested.

Mr. Morgan: We will just defer it this time.

Mr. LeBrun: Alright, so let’s make sure you add that to future agendas, and then we’ll also keep our ears out for any residents that might be interested in those vacancies.

C. Administration of Oaths of Office to Newly Appointed Board Members

D. Election of Officers

E. Consideration of Resolution 2025-01 Electing Officers

Mr. LeBrun: We will table items B through E to a future meeting agenda.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the August 5, 2024 Meeting

Mr. LeBrun: Item four is approval of the minutes of the August 5, 2024 meeting.

Mr. Morgan: They all look good, make a motion to accept.

On MOTION by Mr. Morgan, seconded by Mr. Bichard, with all in favor, the Minutes of the August 5, 2024 Meeting, were approved.

FIFTH ORDER OF BUSINESS

Consideration of Letter of Engagement for Fiscal Year 2024 Audit from Grau & Associates

Mr. LeBrun: Next is the consideration of letter of engagement for Fiscal Year 2024 on services from Grau & Associates. Each year, the District is required to undergo a third-party audit.

The Board has selected Grau as our auditor, this is the letter of engagement for the Fiscal Year 2024 audit, well within budget, same as previous years, just looking for a motion to approve.

Mr. Morgan: Make a motion.

On MOTION by Mr. Morgan, seconded by Mr. Bichard, with all in favor, the Letter of Engagement for Fiscal Year 2024 Audit from Grau & Associates, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2025-02 for Conveyance of Real Property Tracts and Improvements to the District

Mr. LeBrun: Next is consideration of Resolution 2025-02 for Conveyance of Real Property Tracts and Improvements to the District. Counsel?

Ms. Trucco: You'll recognize these conveyances of this type of resolution. This is to approve the conveyance of Real Property tracts and improvements from the developer Len OT Holdings LLC, to the CDD so this resolution would basically approve the conveyance documents that are attached as Exhibit A. In substantially final form, subject to staff signed off. The first of those documents that is attached is the special warranty deed. I'll draw your attention to a few of the tracts that we're planning to remove from this. This was part of a pretty extensive project that we've been working on to go through every single plat that's located within the CDD boundary. And review that again to actual deeds that have been recorded transferring things to the CDD as well as a map that your Field Manager has worked with the District Engineer to create one that states what should be owned and maintained by the CDD and one which states what should be owned and maintained by the HOA. And so, I have been going back and forth with the developer and the HOA representative about what tracts need to still be conveyed to the CDD and then also in conjunction with that what tracts should go to the HOA. And so a couple edits to this deed are that LA1 after speaking with Mr. Scheerer, we believe LA1 should be removed from this deed, also, WLI 1, WLI 2, WLI 3, as well as OSPI 1 and RW1, which is Windemere Ave. as well as a Landscaping Tract LA 7, which is shown on there. So basically Alan, had confirmed that for example the Roadway Tract is a private road. It should be owned by the Futureway so that there should be a deed from 102 to the HOA now, but the that the CDD does maintain landscaping in certain portions of that so what we recommend is that we draft up the short license agreement with the HOA to memorialize in writing what the agreement is. HOA owns that Tract, CDD maintains

this area of landscaping on that tract. All right, so those items you know those tracts will be removed. We're still working with the Developer Team. I sent over responses, Alan's comments on what he said should stay with you know the HOA now be conveyed to CDD etc. Once we get that ironed out, then we'll proceed with ordering our title work and then conveying this deed so that we're finished with that. As part of the conveyance, we've got the Bill of Sale which is going to transfer any improvements that are located on under those tracts so that would include like a roadway, if it's on the roadway or landscaping etc., storm water improvements, signage, drills etc. as well as plats, plans, surveys related to those tracts. You'll see that's the Bill of Sale that's going to transfer from the developer to the CDD. That's what we always do as well as the owner's affidavit agreement regarding taxes, meaning that there's that we ask the developer to assure us there's no outstanding taxes on the real property tracts and that there's no encumbrances on that real property or improvements that would hinder the ability to own and maintain those in conformance with the development plans for CDD. Lastly, we've got the certificate of the District Engineer and we just ask our Engineers to certify that the conveyance is consistent with the development plans for the CDD and that he believes that its all of the required you know for example certificates of completion for the county is applicable in order for the CDD go ahead and take ownership of those tracts and improvements. If you have any questions, I can answer them now otherwise we're looking for a motion to approve this subject to basically staff signed off on the final details.

On MOTION by Mr. Morgan, seconded by Mr. Bichard, with all in favor, Resolution 2025-02 for Conveyance of Real Property Tracts and Improvements to District, was approved subject to counsel signoff.

Ms. Trucco: As part of that resolution, we'll bring it back to the Board, but I'd like to get direction that I have the authority to start working out an interlocal agreement with the county. We're going to check to make sure that there is not already an Interlocal Agreement that covers the CDD and maintenance. If there's not, we should probably enter into discussions with them to make sure it's documented that the CDD is maintaining certain parts of the property that are owned by the county and then also just start discussions about the license agreement with the HOA for the checks that they own, but that we maintain some of the landscaping on them. With that, I'll

bring back the forms to one of the meetings so you all can make any comments on that. That’s all I have for you today.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. LeBrun: Any other questions for the counsel? Hearing none, we will move on to the next item.

B. Engineer

Mr. LeBrun: I believe we do have Rey Malave on.

Mr. Malave: Yes, I’m here. Mr. Duncan is also on the line from Dewberry.

Mr. LeBrun: Okay, great. We hear you guys loud and clear. We are on the District Engineer portion of this item. I want to welcome you guys as this your first meeting. We appreciate you guys joining. I’ll turn it over to you guys if you have anything to say.

Mr. Malave: Are there any questions? We are looking forward to working with you guys.

Mr. LeBrun: I don’t think we have any questions. We appreciate you joining the team.

Mr. Malave: Thank you.

C. District Manager’s Report

i. Approval of Check Register

Mr. LeBrun: Next is the approval of the check register that is on page 65 of your electronic agenda. This is through September 30, 2024, for our General Fund we have checks 929 through 941, total there is 101,388.54. Payroll we have checks 50051 through 50054 for \$738.80. Grand total is \$101,127.34, and then behind that you have your line-by-line register. I’ll take any questions. If not, just looking for a motion to approve that check register.

Mr. Morgan: Make a motion.

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

ii. Balance Sheet and Income Statement

Mr. LeBrun: Behind that you have your balance sheet income statement, no Board action required on that item.

EIGHTH ORDER OF BUSINESS

Other Business

Mr. LeBrun: Any other business or supervisor requests?

NINTH ORDER OF BUSINESS

Supervisor's Requests

There being no comments, the next item followed.

TENTH ORDER OF BUSINESS

Adjournment

Mr. Morgan: I will make a motion to adjourn.

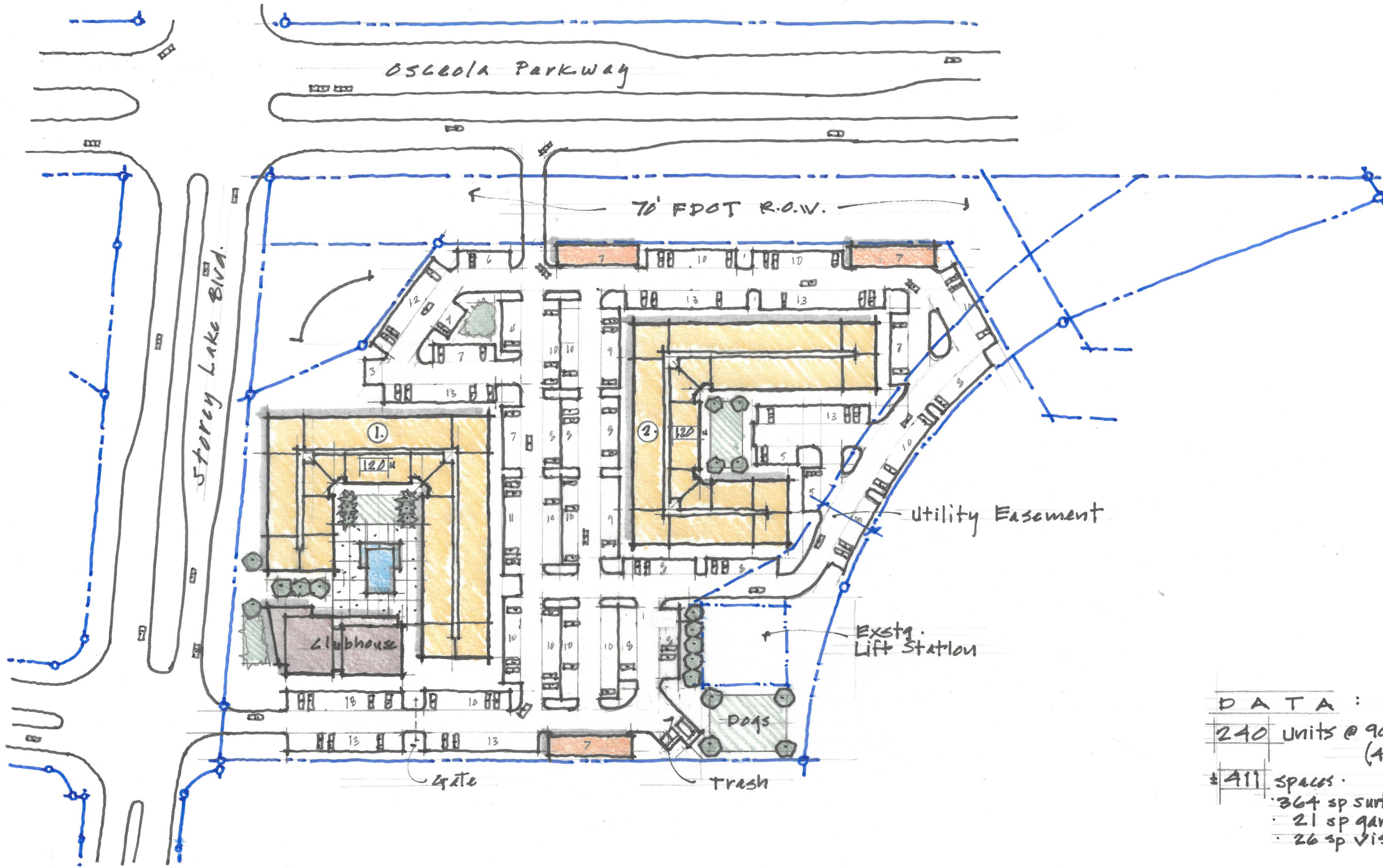
On MOTION by Mr. Morgan, seconded by Mr. Bichard, with all in favor, the meeting was adjourned.

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION V



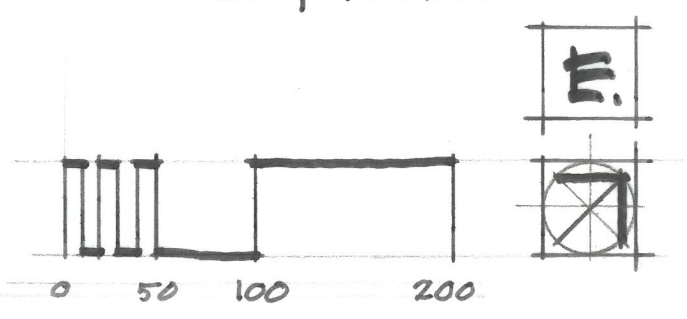


DATA :

240 units @ 900 sf av. unit	(4) story bldgs.
± 411 spaces	
364 sp surface	} 385 sp (1.6 p/u)
21 sp garages	
26 sp visitors	

cline

Embrey
OSCEOLA PARKWAY MF
 Osceola Co., FL
 5.07.2024



**This instrument was prepared by,
and return to:**

Kristen E. Trucco, Esq.
Latham, Luna, Eden & Beaudine, LLP
P.O. Box 3353
Orlando, Florida 32802

**COST SHARING AGREEMENT FOR
MAINTENANCE OF SHARED INFRASTRUCTURE**

THIS COST SHARING AGREEMENT FOR MAINTENANCE OF SHARED INFRASTRUCTURE (this “**Agreement**”) is effective as of the ___ day of _____, 2024 (“**Effective Date**”), by and between the **SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT**, a community development district formed pursuant to Chapter 190, *Florida Statutes*, whose mailing address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (“**District**”), and _____, a _____, whose mailing address is _____ (“**Purchaser**”). The District and Purchaser are hereinafter sometimes referred to separately as “**Party**” and collectively as “**Parties**”.

RECITALS

A. The District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “**Act**”).

B. The District was established in 2005 by the adoption of Ordinance No. 05-15 by the Board of County Commissioners of Osceola County, Florida (the “**County**”), as amended by Ordinance Nos. 2014-57, 2014-129, 2015-46 and 2018-75 (collectively, the “**Ordinance**”), pursuant to the Act.

C. Pursuant to the Act, the District is authorized to construct, acquire, operate and maintain infrastructure improvements and services for which the District may impose, levy and collect non-ad valorem special assessments on land within the boundaries of the District.

D. The real property lying within the external boundaries of the District is described in the Ordinance (the “**District Property**”).

E. Purchaser owns certain real property described in **Exhibit “A”** attached hereto (the “**Purchaser Property**”), which is immediately adjacent to the District Property (collectively, the District Property and the Purchaser Property shall be referred to herein as the “**Overall Property**”).

F. Purchaser intends to construct an apartment complex on the Purchaser Property with 240 residential units, a clubhouse and a pool (collectively, the “**Project**”).

29. The District has, as part of its improvement plan for the District, acquired, constructed, installed or created, *inter alia*, certain infrastructure improvements, and will provide maintenance and repair services with respect to the foregoing improvements, within and/or adjacent to the District Property, with such improvements and services generally being described as operation, maintenance, repair and replacement of lighting, landscaping, irrigation and hardscaping; and (2) operation, maintenance, repair and replacement of the master stormwater management and drainage system for the Shingle Creek development, within those areas designated as “Shared Maintenance Areas” as set forth in **Exhibit “B”** attached hereto (collectively, the “**Shared Maintenance Areas**”).

H. The District has agreed to maintain, repair, replace and insure, as applicable, the Shared Maintenance Area, including the provision of those services as are more fully set forth below, as may be appropriate from time to time (the “**Shared Services**”), as such Shared Services confer a special and direct benefit on the District.

I. District has agreed to provide, procure, operate, maintain, repair, replace and insure, as applicable, the Shared Maintenance Areas, including the provision of those services as are more fully set forth below, as may be appropriate from time to time (the “Shared Services”), as such Shared Services confer a special and direct benefit on the District.

J. Purchaser acknowledges that the Shared Maintenance Areas and the Shared Services with respect thereto confer a special and direct benefit on the Purchaser Property.

K. Purchaser has agreed to pay the Purchaser Fair Share (as hereinafter defined) of the costs and expenses incurred by District in accordance with this Agreement with respect to the Shared Services.

L. The Parties desire to enter into this Agreement to memorialize their agreements regarding the Shared Maintenance Areas, the Shared Services, the Purchaser Fair Share and certain other matters more particularly set forth below in this Agreement.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the District and Purchaser covenant and agree as follows:

1. The Shared Services and the Costs Thereof. The Shared Services shall include the following improvements and services:

- i. Operation, maintenance, replacement and repair of portions of Storey Lake Boulevard, including pavement/hardscape maintenance;
- ii. Maintenance, replacement and repair of landscaping located on portions of Storey Lake Boulevard;
- iii. Lighting facilities for portions of Storey Lake Boulevard;
- iv. Maintenance, operation, repair and replacement of the master stormwater management and drainage system for the Shingle Creek Development;
- v. Irrigation maintenance and repairs for irrigation improvements located within the Storey Lake Boulevard.

The District shall provide Purchaser with at least thirty (30) days prior notice of its annual meeting to approve a draft annual District budget which includes expenses that would affect the Purchaser Fair Share, along with copies of the proposed budget for such fiscal year. In the event the Parties are unable to agree upon a budget amount and scope of services for a given fiscal year with respect to the Shared Services before the District's board is set to approve its final budget, then costs and expenses related to the Shared Services for such fiscal year shall be subject to the following conditions:

(a) Year over year increases in the Purchaser Fair Share and/or the District Fair Share shall not increase by more than seven percent (7%) of the prior year's Purchaser Fair Share and/or District Fair Share, as the case may be, or the year over year change in the Price Index (as hereinafter defined), whichever is less (the "Cap"), without such party's prior written consent. The Price Index shall mean the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index of All Urban Consumers (CPI-U), "All Items," South Region, (1982-1984 = 100). The Cap shall be measured based upon actual year over year increases in the Purchaser Fair Share or the District Fair Share and the year over year change in the Price Index, each determined as of the end of each fiscal year of the District as compared to the immediately prior fiscal year end.

(b) Expenses and costs incurred in providing the Shared Services that are the result of maintenance, operation or repairs due to life, health or safety issues, acts of God or other emergencies, or newly imposed regulatory or legal requirements, shall not be counted toward calculating the Cap.

Notwithstanding anything contained herein to the contrary, the District may without the prior consent of Purchaser increase the scope of the Shared Services and/or increase the costs and expenses related to the Shared Services above the Cap so long as the District is solely responsible for any costs and expenses related thereto which exceed the Cap. In addition, subject to the

District's prior written consent, Purchaser may request that the District increase the scope of the Shared Services and/or increase the costs and expenses related to the Shared Services above the Cap so long as Purchaser is solely responsible for any costs and expenses related thereto which exceed the Cap, and Purchaser provides funds for such increased costs and expenses to the District prior to the District entering into any contract(s) for such services.

The District shall also provide Purchaser reasonable prior notice when the District intends to issue bid requests for any of the operational maintenance work associated with the Shared Services, when the anticipated amount of such maintenance work exceeds the bid thresholds set forth in Chapter 190.033, *Florida Statutes*.

2. District Activities. District agrees to construct, install, provide, procure, operate, maintain, repair, replace and insure, as applicable, the Shared Maintenance Areas, as appropriate, all subject to Purchaser's payment of the Purchaser Fair Share, as described herein and in accordance with maintenance standards that are commensurate with those maintenance standards of performance found at the typical commercial or mixed-use development in Osceola County, Florida market area.

3. Purchaser Activities. Purchaser agrees to submit construction plans to the District for review and comment concurrently with the Osceola County permitting process.

4. Cost Sharing; Purchaser Fair Share. Prior to any sale from Purchaser to another owner, Purchaser may assign its obligations hereunder, after written notice to the District, to a commercial property owners' association. For any parcels within the Purchaser Property for which a certificate of occupancy has not yet been issued for by the applicable governmental authority Purchaser agrees to pay to the District such parcel's proportionate share of the Administrative Fee of One Hundred and Twenty Dollars (\$120.00) per gross acre (the "**Administrative Fee**"). Commencing on the date a certificate of occupancy has been issued by the applicable governmental authority for improvements constructed on a parcel of the Purchaser Property, and so long as the District is performing the Shared Services, Purchaser agrees to pay to the District such parcel's Proportionate Share, as defined below, of an amount equal to five (5%) share (the "**Purchaser Fair Share**") of the District's annual budget for operation and maintenance, including any contingency items and reserves established by the District and included in the District's annual budget for operation and maintenance, provided that the Purchaser Fair Share shall not exceed the Cap each fiscal year. Until a parcel is issued a certificate of occupancy, Purchaser shall pay the Administrative Fee for such parcel.

The District agrees to be responsible for the remaining share (the "**District Fair Share**") of the District's annual budget for operation and maintenance. As used herein, the term "**Proportionate Share**" shall mean that proportion which the number of gross acres contained within a portion of the Purchaser Property bears to the total gross acres contained within the District Property, expressed as a percentage. The Purchaser Fair Share and District Fair Share for purposes of this Agreement shall not include any share of any costs or expenses associated with the initial construction of roadways, sidewalks, retention ponds, bike paths, landscaping areas, irrigation systems or any additional public-purpose infrastructure improvements benefiting only the District Property and not the Purchaser Property. Notwithstanding any other provision of this Agreement, the parties agree that District shall not be obligated to fund any activities that are not

contemplated by the District's adopted budget, that are in excess of the District Fair Share, or that benefit only the Purchaser Property and not the District Property.

5. Payment of the Purchaser Fair Share. The Purchaser Fair Share shall be paid by Purchaser in two semi-annual installments per year on dates determined by the District. In the event Purchaser assigns its obligations hereunder in accordance with the terms and conditions of this Agreement, the assignee shall be obligated to pay the Purchaser Fair Share in two semi-annual installments per year on dates determined by the District.

Each installment of the Purchaser Fair Share shall be paid by Purchaser (or its assignee, as applicable) to District within thirty (30) days after Purchaser (or its assignee) receives District's written request for payment of the amount due. Any installment of the Purchaser Fair Share not paid within the said thirty (30) days shall accrue interest at the official prime rate of interest ("**Prime**") published from time to time by Truist Bank, its successors and assigns, plus three percent (3%), from the date due to the date of payment, and Purchaser (or its assignee) shall also pay all costs and expenses, including but not limited to the fees and costs referred to in Paragraph 26 below, incurred by the District to collect the delinquent payment.

29. Security for the Purchaser Fair Share. If Purchaser shall fail to pay the Purchaser Fair Share as and when due, then the District shall provide written notice of such failure to Purchaser (the "Second Notice"). If Purchaser fails to pay District within thirty (30) days after receipt of the Second Notice, then District and Purchaser agree that the parties shall agree to meet with a mutually acceptable mediator in Orlando, Florida at a mutually agreeable time (but not later than sixty (60) days after the Second Notice) to discuss Purchaser's failure to pay the Purchaser Fair Share (the "Fair Share Mediation"); the cost of the mediator shall be shared equally by Purchaser and the District (unless, in the sole, reasonable discretion of the mediator, the failure to pay was due to the gross negligence or willful misconduct of one party, then the cost shall be paid solely by that party). If the parties cannot agree to the mediator, the terms of the Fair Share Mediation or if after such Fair Share Mediation Purchaser does not pay the Purchaser Fair Share as determined by the Fair Share Mediation, then ninety (90) days after the Second Notice, District shall have the right to file a continuing lien upon the Purchaser Property for all payments past due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien hereunder. The District Manager, in its reasonable discretion, is hereby authorized by the District to file a notice of lien for on behalf of the District, without the need of further District action authorizing or directing such filing. The District may bring an action at law against the record title holder to the Purchaser Property to pay the amount due under this Agreement, or may foreclose the lien against the Purchaser Property in any manner authorized by law. The District shall partially release any filed lien for portions of the Purchaser Property comprising right of way or common areas within a plat, as necessary for approval of such plat, and shall partially release any filed lien for portions of the Purchaser Property subject to a plat if and when Purchaser has demonstrated, in the District's reasonable discretion, that such release will not materially impair the ability of the District to enforce the collection of funds hereunder.

Purchaser may impose and collect the Purchaser Fair Share payments through property owners' association (the "Association") assessments (backed by lien rights) levied against the Purchaser Property. In the event that Purchaser imposes and collects the Purchaser Fair Share through Association assessments (backed by lien rights), then thereafter the District shall not file a notice of lien upon the entire Purchaser Property upon failure of Purchaser to pay the Purchaser Fair Share, but rather in the event that the Association fails to pay the Purchaser Fair Share within such one hundred twenty (120) day period after the Second Notice, the District may file a notice of lien against the portion of the Purchaser Property which has not paid to the Association the Proportionate Share of the Purchaser Fair Share. Notwithstanding any method Purchaser may utilize to generate the funds necessary to pay the Purchaser Fair Share, if Purchaser shall not have created a separately incorporated owners' association to be responsible for the Purchaser Fair Share, then Purchaser shall remain liable for the timely payment of the Purchaser Fair Share.

7. Easements. In order to permit the District to perform its obligations under this Agreement, Purchaser does hereby grant to the District, its agents, employees, successors and assigns, a perpetual non-exclusive easement over, under and through the relevant portions of the Purchaser Property, including but not limited to access easements and easements to perform installation, construction, maintenance, repair and replacement, to the improvements within, under or upon the Shared Maintenance Areas as required by this Agreement, any governmental permits in the name of the District, or otherwise.

8. Representations and Warranties.

(a) District. District represents and warrants to Purchaser as follows: District is a community development district duly organized and validly existing in the State of Florida and it is qualified to conduct business in the State of Florida. District has the full right, capacity, power and authority to enter into and perform its obligations under this Agreement. No approvals, authorizations or consents of any person or entity other than District are necessary in connection with this Agreement.

(b) Purchaser. Purchaser represents and warrants to District as follows: Purchaser is a [REDACTED], duly organized and validly existing in the State of Florida and it is qualified to conduct business in the State of Florida. Purchaser has the full right, capacity, power and authority to enter into and perform its obligations under this Agreement. No approvals, authorizations or consents of any person or entity other than Purchaser are necessary in connection with this Agreement.

9. Purchaser Obligations. All obligations of Purchaser under this Agreement under are absolute, unconditional, primary and direct, except as set forth in Paragraph 9 below.

10. Covenants Running With the Land; Successors and Assigns. The covenants, terms, and conditions set forth in this Agreement shall attach to and run with the properties described herein. The covenants, terms, and conditions set forth in this Agreement are binding on the Parties, their successors, and assigns. Neither the District nor Purchaser may assign this Agreement or any of its rights or obligations hereunder (whether outright or as security for any debt) without first obtaining the other Party's written consent to the assignment, which consent may not be unreasonably withheld, and complying with the requirements of this Agreement.

Notwithstanding the foregoing, Purchaser may, upon sixty (60) days' prior written notice to the District, assign all or a portion of its obligations hereunder to (i) a duly formed and validly existing master, commercial property owners' association with jurisdiction over all of the Purchaser Property; (ii) a parent, subsidiary or affiliated entity of Purchaser; or (iii) a purchaser of all or portions of the Purchaser Property. Provided, however, that prior to such assignment, Purchaser shall be required to furnish either: i) a cash deposit, or ii) a satisfactory, irrevocable letter of credit listing the District as obligee, to be drawn at the District's reasonable discretion for payments of all or a portion of the Purchaser Fair Share (the District must approve in advance, in its reasonable discretion, the terms, form and the issuing financial institution of such letter of credit, which approval shall not be unreasonably withheld, conditioned or delayed). The cash deposit or the letter of credit shall be in an amount of not less than two year's payment of the Purchaser Fair Share (to be based on greater of the amount proposed in the current year's District budget, or fifty percent (50%) of the actual amount of the cost of the Shared Services for the prior year), and upon payment in full by Purchaser or the Association, as applicable, before the same become delinquent of the Purchaser Fair Share for the first two (2) fiscal years of the District following the deposit with the District of such cash deposit or letter of credit, then the District shall return the cash deposit or letter of credit to Purchaser. Purchaser shall provide the district with all agreements and documents evidencing any assignment and the District may record the same, or an amendment to this Agreement to such assignments, with the prior approval or signature of Purchaser or its assignee, which approval shall not be unreasonably withheld, conditioned or delayed. An assignment shall not be effective and Purchaser shall not be dismissed until the requirements of this section are satisfied.

No assignment pursuant to this Agreement shall release the Purchaser Property from the covenants, terms, and conditions herein contained.

11. Termination for Non-Payment. In the event that Purchaser fails or is unable to pay the Purchaser Fair Share, for a period of sixty (60) days after its receipt of written notice from the District, the District may assign the maintenance of the improvements covered by the Shared Services to another entity, without the consent of or prior notice to Purchaser, and the District's obligations hereunder shall terminate.

12. Notices. All notice or other communication required or permitted by this Agreement shall be in writing and may be delivered in person (by hand delivery or professional messenger service) to either Party or may be sent by registered or certified mail, with postage prepaid, return receipt requested or delivered by Express Mail of the U.S. Postal Service or Federal Express or any other courier service guaranteeing overnight delivery, charges prepaid and addressed as follows:

If to District: Shingle Creek Community Development District
c/o Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Attention: District Manager

With a copy to: Latham, Luna, Eden & Beaudine, LLP

201 South Orange Ave., Suite 1400
Orlando, Florida 32801
Attention: Jan Albanese Carpenter, Esq.

If to Purchaser: _____

Attention: _____

With a copy to: _____

Attention: _____

Any such notice or other communication sent by registered or certified mail, return receipt requested, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notices delivered by overnight service shall be deemed to have been given twenty-four (24) hours after delivery of the same, charges prepaid, to the U.S. Postal Service or private courier. Notice transmitted by facsimile transmission or similar means, shall not be effective service under this section. Any Party may change its address for purposes of this section by giving notice to the other Party as provided herein.

13. Relationship of the Parties. Neither Party is authorized to make or enter into, nor shall any Party make or enter into, any contract, agreement, understanding or commitment purporting to bind the other Party, and no contract, agreement, understanding or commitment purporting to bind either Party hereto shall be effective or binding, unless or until such contract, agreement, understanding or commitment is accepted in writing by the Party to be bound. This Agreement does not create or evidence any partnership or joint venture between District and Purchaser.

14. Third Party Beneficiaries. There are no third party beneficiaries of this Agreement.

15. District is a Public Entity; Public Records. Purchaser recognizes that District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Purchaser understands and agrees that all documents of any kind provided to District in connection with this Agreement are public records and are treated as such in accordance with Florida law. Also, any books, documents (other than any original, signed counterparts of this Agreement belonging to Purchaser), records, correspondence or other information kept or obtained by District or furnished by District to Purchaser in connection with the activities contemplated herein, and any District records related to this Agreement, are property of District. If and to the extent that any such books, documents, records, correspondence or other information are public records under Chapter 119, *Florida Statutes*, District shall be entitled to permit the inspection and copying of such public records by members of the public pursuant to Chapter 119, *Florida Statutes*, and Purchaser agrees to make any such public records, or copies thereof, in Purchaser's possession available to District for that purpose.

16. Sovereign Immunity. Purchaser agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, as amended or other statutes or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

17. Recordation. The District shall cause this Agreement to be recorded, at Purchaser's expense, in the Public Records of Osceola County, Florida.

18. Entire Agreement, Amendments. This Agreement (together with all exhibits attached hereto) contains all of the agreements of the Parties with respect to the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be modified, amended or waived except by a written instrument signed by both Parties, unless specifically provided for herein.

19. Effective Date; Term. This Agreement will take effect on the Effective Date, notwithstanding the date of execution by the parties hereto, and shall continue for a period of fifty (50) years, with automatic twenty (20) year extensions, unless and until such time as this Agreement is terminated in writing by both parties hereto as evidenced by a termination recorded in the public records of Osceola County, Florida, or as otherwise provide herein. The parties agree that this Agreement may not be terminated for the first five (5) years after the Effective Date (other than for non-payment by Purchaser as provided in Paragraph 10). If the Project has not obtained a building permit within five (5) years of the Effective Date, this Agreement shall terminate.

20. Indemnification. Purchaser agrees to defend, indemnify, and save harmless the District from and against any and all liability for death or injury to any persons, and from and against any and all liability for loss, damage or injury to any property, incurred or sustained by the District (its agents, assigns and contractors) arising from, growing out of, or resulting from the maintenance of the Shared Maintenance Areas or access to the Shared Maintenance Areas, or any other adjacent areas where District's equipment or personnel may be located, including costs, attorney's fees, and other expenses incurred by District in defending any such claim unless such loss, damage, or injury is due to the negligence of District, its employees, agents, or invitees.

21. Incorporation of Recitals and Exhibits. All of the recitals set forth at the beginning of this Agreement and all exhibits attached to this Agreement and referred to in this Agreement are hereby incorporated in this Agreement as though fully set forth herein.

22. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the Parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

23. Governing Law and Venue. This Agreement and all related documents shall be governed by, and construed in accordance with, the laws of the State of Florida (excluding its

conflicts of laws provisions). Venue for any action arising out of or relating to this Agreement and any related document shall lie solely in a court of competent jurisdiction in Orange County, Florida and the corresponding courts of appeal.

24. Applicable Law. For the purposes of this Agreement, the term “Applicable Law” shall mean all existing and future applicable laws, rules, regulations, statutes, treaties, codes, ordinances, permits, certificates, and orders by any governmental authority with jurisdiction over the Overall Property, and applicable judgments, decrees, injunctions, writs, orders or like action of any court, arbitrator or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction, including but not limited to those pertaining to (a) health, safety or the environment, (b) the provision, etc., of the Shared Maintenance Areas, (c) the regulation, preservation, maintenance and creation of wetlands areas, the Endangered Species Act of 1973, as provided for in 16 USC §§ 1531 et seq., as amended from time to time, together with any other federal, state or local wildlife, vegetation or habitat protection acts, (d) the regulation, maintenance or preservation of archeological conditions, and € all building, zoning and fire codes and all permits, licenses, authorizations and regulations relating to the provision or operation of the Shared Maintenance Areas, as well as any Osceola County ordinances applicable to the Overall Property.

25. No Waiver or Election of Remedies. The waiver by one Party of the performance of any covenant, condition or promise, or of the time for performing any act, under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such Party of any other covenant, condition or promise, or of the time for performing any other act required, under this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other remedy permitted by this Agreement.

26. Full Participation and Legal Advice; Construction of Agreement; Headings. Each Party has fully participated in the negotiation and preparation of this Agreement and each Party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any Party based upon any attribution of such Party as the sole source of the language in question. The Paragraph headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

27. Remedies. A default by either party under this Agreement shall entitle the other Party to all remedies available at law or in equity, which shall include but shall not be limited to reimbursement of costs and expenses and suit for damages (excluding speculative damages) and/or specific performance.

28. Prevailing Party Attorneys’ Fees and Costs. If either Party institutes an action or proceeding for a declaration of the rights of the Parties under this Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, this Agreement, or in the event any Party is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing Party shall be entitled to its actual

attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

29. Time; Force Majeure. Time shall be of the essence as to all dates and times of performance under this Agreement. Notwithstanding the foregoing, in the event the deadline for the performance of an action or the giving of a notice falls on a Saturday, Sunday or national holiday, or any period provided for in this Agreement shall expire on a Saturday, Sunday or national holiday, then the date for the performance of such action or giving of such notice, or the expiration date of such period, as applicable, shall be automatically extended to midnight of the next following business day. Also, any provision of this Agreement to the contrary notwithstanding, any failure or delay of either Party to perform as provided under this Agreement shall not be a breach of this Agreement, and any applicable deadline shall be automatically extended, if and to the extent such failure or delay results from any of the following ("Force Majeure"): act of God, inclement weather, discovery of any adverse physical or environmental condition of the Property, moratorium or other stop work order issued by any Governmental Authority, delay caused by any Governmental Authority in approving or issuing, or in refusing to issue or approve, any license, permit or approval required for any work required to be performed by this Agreement, litigation, labor disputes, material shortage, terrorist act, war, sabotage, theft, vandalism, riot or civil commotion, delay caused by the other Party or any third party, or other cause beyond the delayed Party's reasonable control.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed affective as of the day and year first above written.

DISTRICT:

SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT, a community development district formed pursuant to Chapter 190, *Florida Statutes*

ATTEST:

By: _____
Name: _____

By: _____
Name: _____
Chairman/Vice-Chair, Board of Supervisors
Address: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2024, by _____ as _____ of SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT, a community development district formed pursuant to Chapter 190, *Florida Statutes*, for and on behalf of said district. They are personally known to me OR produced as identification.

(Signature of Notary Public)

[SIGNATURES CONTINUE ON NEXT PAGE.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed affective as of the day and year first above written.

WITNESSES

Print: _____
Address: _____

Print: _____
Address: _____

[PURCHASER], a _____

By: _____
Name: _____
Title: _____
Address: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2024, by _____ as _____ of [PURCHASER], a _____, for and on behalf of said partnership. They are personally known to me OR produced _____ as identification.

(Signature of Notary Public)

Exhibit "A"

"Purchaser Property"

Tract RW4, STOREY LAKE, according to the plat thereof, as recorded in Plat Book 23, Page 150, of the Official Records of Osceola County, Florida.

Tract A, STOREY LAKE, according to the plat thereof, as recorded in Plat Book 23, Page 150, of the Official Records of Osceola County, Florida.

DRAFT

Exhibit “B”

“Shared Maintenance Areas”

DRAFT

THIS INSTRUMENT PREPARED BY:
Kristen Trucco, Esq.
Latham, Luna, Eden & Beaudine, LLP
P.O. Box 3353
Orlando, Florida 32802
Attention: Jan A. Carpenter, Esq.

ABOVE SPACE RESERVED FOR
RECORDING PURPOSES ONLY

DRAINAGE EASEMENT

(Shingle Creek Community Development District & [Purchaser])

THIS DRAINAGE EASEMENT (this “**Easement**”), is made and executed this 1st day of _____, 2024, by **SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district created pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the “**Grantor**”), and **[Purchaser]**, a _____, whose address is _____ (the “**Grantee**”).

WITNESSETH, that the Grantor, in consideration of the sum of \$10.00 and other valuable consideration, paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby convey and grant to the Grantee and its assigns, a non-exclusive easement for drainage purposes over, across, under and through certain lands, as described in **Exhibit “A”** attached hereto (the “**Easement Area**”), for the purpose of (i) allowing the Grantee to drain surface water from property owned by the Grantee, as described in **Exhibit “B”** attached hereto (the “**Grantee’s Property**”), through and/or into Grantor’s drainage pipes, control structures and other facilities located within the Easement Area, including retention ponds owned by Grantor and easements in favor of Grantor or other governmental entities (collectively, the “**Drainage Improvements**”), in accordance with and as otherwise required by South Florida Water Management District Environmental Permit Nos. _____, as may be amended or modified from time to time (collectively, the “**Permit**”), provided that such does not interfere unreasonably with Grantor’s and other landowners’ use of the Easement Area; and (ii) accessing the Drainage Improvements in the Easement Area at reasonable times and upon reasonable written notice to the Grantor, in order to accomplish the foregoing, provided that such does not interfere unreasonably with Grantor’s and other landowners’ use of the Drainage Improvements in the Easement Area, as reasonably determined by the Grantor (all such rights being referred to collectively herein as the “**Permitted Uses**”). Grantee agrees to provide written notice to the Grantor of amendments or modifications to the Permit.

NOW THEREFORE, for and in consideration of the foregoing premises, the mutual agreements of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitations.** The above recitations are true and correct and are incorporated

herein by this reference.

2. **Grant and Use of Easement Area.** Grantor does hereby give, grant and conveys unto the Grantee, this non-exclusive Easement in perpetuity, or until such earlier date as the use thereof is abandoned or this Easement is terminated in writing by both parties. Grantee shall comply with all laws, ordinances, codes, statutes, rules, regulations and orders promulgated by governmental authorities, including, without limitation, any and all permits, conditions and regulations attendant thereto issued by the South Florida Water Management District with respect to the Easement Area and/or the Drainage Improvements. Grantee shall be solely responsible for the repair of any damage to the Easement Area and/or Drainage Improvements caused by Grantee, its contractors, subcontractors, agents and/or employees as a consequence of the exercise of the rights granted herein. Grantee shall repair such damage so that the Easement Area and/or Drainage Improvements are restored to the condition that existed prior to such damage. Grantee's repair of such damage shall be completed within thirty (30) days of receiving notice from the Grantor unless the Grantor agrees that a longer repair time is warranted. All such repairs shall be at the sole cost and expense of Grantee and shall be performed in compliance with all applicable municipal, state and federal laws, rules, orders and regulations. Grantee agrees that failure to repair such damage within the time period specified herein can result in the Grantor repairing such damage and that such repair costs may be made a lien on the Grantee's own property, enforceable by the Grantor. Nothing in this Easement is intended or shall be construed as the District having agreed to subject any of its property or premises to liability under any mechanic's or other similar lien law, nor to undertake any cost or expense related to this Easement.

3. **Grantor's Reservation of Rights.** Subject to the rights created herein, Grantor expressly reserves to itself, its successors and assigns, the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations or easements, any and all portions of the area upon, above, or under the Easement Area and/or Drainage Improvements, in Grantor's reasonable discretion, for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Easement Area; provided, exercise of such rights shall not adversely interfere with the Grantees' Permitted Uses of the Easement Area and/or Drainage Improvements pursuant to the terms hereof and subject to such uses being in compliance with all applicable laws, rules and regulations and the terms, conditions and provisions of the Permit.

4. **Limitation of Rights.** The Easement granted herein creates a non-exclusive easement, and the Grantee does not and shall not, at any time, claim any other interest or estate of any kind or extent whatsoever in the Easement Area and/or Drainage Improvements by virtue of this Easement or Grantee's use of the Easement Area and/or Drainage Improvements pursuant hereto, except as expressly set forth herein.

5. **Assignment.** Grantor may, at any time in its sole discretion, assign, transfer or convey its rights hereunder to a successor owner of all or any portion of the Easement Area. Upon any such assignment, transfer or conveyance, the liability of Grantor under this Easement shall automatically terminate, and Grantor's assignee, transferee, or grantee (as the case may be) shall be deemed to have assumed and be bound by the obligations of Grantor hereunder and shall be entitled to all the benefits of Grantor hereunder. Grantee may assign, transfer or convey all of or any portion of its rights under this Easement and upon any such assignment, transfer or conveyance by Grantee, the liability of such Grantee under this Easement shall automatically terminate, and such Grantee's assignee, transferee or

grantee (as the case may be) shall be deemed to have assumed and be bound by the obligations of such Grantee hereunder and shall be entitled to all the benefits of such Grantee hereunder.

6. **Indemnification.** Grantee agrees to indemnify and defend the Grantor, and the Grantor's officers, supervisors, agents, employees and assigns (collectively the "District's Agents"), as applicable, against, and to hold the Grantor and Grantor's Agents harmless from, any and all claims, actions, causes of action, losses, expenses, demands, liabilities, costs and expenses, including, but not limited to, the fees and expenses of any attorneys, paralegals and experts incurred by Grantor or the Grantor's Agents (including said fees and expenses incurred upon any appeal), directly or indirectly arising out of, based upon, or resulting from Grantee's use of the Easement Area and Drainage Improvements.

7. **Entire Agreement.** This Easement embodies the entire understanding of the parties hereto, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This Easement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto, in the same manner as executed herein.

8. **Counterparts.** This Easement may be executed in counterparts; each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

9. **Governing Law.** This Easement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

10. **Waiver of Jury Trial; Jurisdiction.** Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Easement, or arising out of any matter pertaining to this Easement, shall be submitted for trial, without jury, before the Circuit Court of the Ninth Judicial Circuit in and for Osceola County, Florida. If the Circuit Court does not have jurisdiction, the matter shall be submitted to the United States District Court for the Middle District of Florida (Orlando Division). If neither of such courts shall have jurisdiction, then submittal shall be before any other court sitting in Osceola County, Florida, having subject matter jurisdiction. The parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto, and expressly waive all rights to trial by jury regarding any such matter.

11. **Binding Obligations.** This Easement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective permitted legal representatives, successors and assigns, in accordance with the terms herein.

12. **Construction of Agreement.** This Easement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this Easement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted. Section headings are for convenience only and shall not be deemed a part of this Easement or considered in construing this Easement.

13. **No Implied Waiver.** No course of dealing between the parties and no delay in exercising any right, power or remedy conferred hereby or now or hereafter existing at Law, in equity,

by statute or otherwise shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy. All waivers, if any, of any and all of the foregoing rights, powers or remedies must be in writing.

14. **Limitation on Grantor's Obligations.** Nothing herein shall cause or be construed as a waiver of the Grantor's immunity or limitations on liability granted pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in this Easement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

15. **Insurance.** The "Shingle Creek Community Development District" shall be named as an additional insured on Grantee's general liability insurance policy with a minimum limit of \$1,000,000 combined single limit per occurrence, protecting it and the Grantor from claims for bodily injury (including death) and property damage which may arise from or in connection with Grantee's use of the Easement Area and Drainage Easement, pursuant to the terms herein. Grantee shall provide the Grantor with proof of insurance upon request.

16. **Notice.**

A. Notices required or permitted to be given under this Easement shall be in writing, may be delivered personally or by mail, overnight delivery service, or courier service, and shall be given when received by the addressee. Notices shall be addressed as follows:

If to Grantor: Shingle Creek Community Development District
c/o Governmental Management Services- Central Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801
Attention: George S. Flint, District Manager
Telephone: (407) 841-5524
Email: gflint@gmscfl.com

Copy to: Latham, Luna, Eden & Beaudine, LLP
201 S. Orange Ave., Suite 1400
Orlando, Florida 32801
Attention: Jan A. Carpenter, District Counsel
Telephone: (407) 481-5800
Email: jcarpenter@lathamluna.com

If to Grantee: _____

Copy to: _____

A. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Easement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice. Parties may change notice address by delivering written notice by mail, overnight delivery service, or courier service to the other party and such change shall become effective when received by the addressee.

17. Sovereign Immunity and Public Records.

A. Nothing contained herein shall cause or be construed as a waiver of the Grantor's immunity or limitations on liability granted pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in this Easement shall inure to the benefit of any third-party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

18. Modification. No modification, waiver, amendment, discharge or change of this Easement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire agreement made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by all parties hereto or their respective successors in interest.

19. Severability. If any provision of this Easement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Easement are not affected or impaired.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their names by their undersigned officers thereunto duly authorized by due and lawful authority, as of the day and year first above written.

WITNESSES:

(Signature)

(Print Name)

(Address)

(Signature)

(Print Name)

(Address)

“GRANTOR”

SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district

By: _____

Print: _____

Title: _____

Address: _____

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2024, by Adam Morgan, as Chairman of **SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, on behalf of the Shingle Creek Community Development District. Said person is [] personally known to me or [] has produced _____ as identification.

(SEAL)

Notary Public; State of Florida

Print Name: _____

Comm. Exp.: _____; Comm. No.: _____

“GRANTEE”

WITNESSES:

 (Signature)

 (Print Name)

 (Address)

 (Signature)

 (Print Name)

 (Address)

 By: _____
 Print: _____
 Title: _____
 Address: _____

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2024, by _____, as _____ of _____, a _____, on behalf of the company. Said person is [] personally known to me or [] has produced _____ as identification.

(SEAL)

 Notary Public; State of Florida
 Print Name: _____
 Comm. Exp.: _____; Comm. No.: _____

EXHIBIT “A”

“Easement Area”

[See attached.]

DRAFT

EXHIBIT “B”

“Grantee’s Property”

[See attached.]

DRAFT

**FUNDING AGREEMENT BETWEEN
SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT
AND [_____]**

THIS FUNDING AGREEMENT (this “**Agreement**”) is made and effective this _____ day of _____, 2024, by and between **SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the “**District**”) and _____, a _____ (“**Purchaser**”), located _____ (hereinafter Purchaser and the District are collectively referred to herein as the “**Parties**”).

RECITALS

WHEREAS, the District was established in 2005 by the adoption of Ordinance No. 05-15 by the Board of County Commissioners of Osceola County, Florida, as amended by Ordinance Nos. 2014-57, 2014-129, 2015-46 and 2018-75;

WHEREAS, the Purchaser owns property described in **Exhibit “A”** (the “**Purchaser Property**”) which abuts property owned and maintained by the District (the “**District Property**”);

WHEREAS, the Purchaser has notified the District of its future plans to construct an apartment complex, including 240 residential units, a clubhouse and a pool, on the Purchaser Property (collectively, the “**Project**”);

WHEREAS, the District requested that Purchaser enter into a funding agreement to pay for all engineering, legal, administrative and other costs incurred by the District related to the District’s review of the Project and preparation of materials related to the Project; and

WHEREAS, the Parties desire to enter into this Agreement to provide the District such funding relating to the Project.

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

1. **Incorporation of Recitals**. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. **Provision of Funds**. Purchaser agrees to make available to the District such monies as are necessary to proceed with the required work related to the Project, as follows:

A. Purchaser agrees to provide to the District any such monies upon receipt of an invoice from the District requesting such funds. Such funds, and all future funds provided pursuant to this Agreement, may be supplied by check, cash, wire transfer or other form of payment deemed satisfactory in the sole discretion of the District as determined by the District Manager. Purchaser authorizes the District to direct District staff, including the

District Engineer, District Manager and other professional assistance as may be necessary, to proceed with the work contemplated by this Agreement.

- B. The Parties agree that all fees, costs or other expenses incurred by the District for the services of the District Engineer, District Manager, District Counsel or other professionals for the work contemplated by this Agreement, including title work, shall be paid solely from the funds provided by Purchaser pursuant to this Agreement. Such payments shall be made in accordance with the District's normal invoice and payment procedures. The District agrees that any funds provided by Purchaser pursuant to this Agreement shall be used solely for fees, costs, and expenses arising from or related to the work contemplated by this Agreement and related to the Project (including drafting fees starting on October 24, 2024 to draft the District's documents related to the Project).
- C. Purchaser agrees to provide funds within fourteen (14) days of receipt of written notification from the District Manager of the need for such funds.
- D. In the event the Purchaser fails to provide any such funds pursuant to this Agreement, the Parties agree the work may be halted until such time as sufficient funds are provided by Purchaser to ensure payment of the costs, fees or expenses which may be incurred in the performance of such work. The District may, in its discretion, place a lien on property (requiring payment as additional assessments) in the District owned by Purchaser, if such funds are not paid within ninety (90) days of the demand therefor.

3. **Termination.** Either of the Parties may terminate this Agreement without cause by providing ten (10) days' written notice of termination. Any such termination by Purchaser is contingent upon Purchaser's provision of sufficient funds to cover the fees, costs or expenses incurred by the District in connection with the work to be performed under this Agreement as of the date by when notice of termination is received.

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

5. **Enforcement of Agreement.** In the event that any of the Parties is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. **Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

7. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all of the Parties hereto.

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

9. **Notices.** All notices, requests, consents and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District: Shingle Creek Community Development District
c/o Governmental Management Services, LLC
219 E. Livingston Street
Orlando, Florida 32801
Attention: District Manager

With a copy to: Latham, Luna, Eden & Beaudine, LLP
201 S. Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Jan Albanese Carpenter, Esq.

If to Purchaser: _____

Attention: _____

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

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

inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

11. **Assignment**. None of the parties hereto may assign this Agreement or any monies to become due hereunder without the prior written approval of the other

parties. Any purported assignment without such prior written approval shall be void.

12. **Controlling Law; Venue**. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Orange County, Florida.

13. **Effective Date**. The Agreement shall be effective after execution by all Parties hereto and shall remain in effect unless terminated by any of the Parties hereto.

14. **Sovereign Immunity**. Nothing contained herein shall cause or be construed as a waiver of the District's sovereign immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

15. **Public Records**. The Purchaser understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

[COUNTERPART SIGNATURE PAGES TO FOLLOW]

**SIGNATURE PAGE FOR FUNDING AGREEMENT BETWEEN SHINGLE CREEK
COMMUNITY DEVELOPMENT DISTRICT AND [_____]**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

DISTRICT:

SHINGLE CREEK COMMUNITY
DEVELOPMENT DISTRICT

Attest:

Secretary/Asst. Secretary

By: _____

Name: _____
Chairman of the Board of Supervisors

PURCHASER:

WITNESS:

_____, a

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

Exhibit “A”

“Purchaser Property”

Tract RW4, STOREY LAKE, according to the plat thereof, as recorded in Plat Book 23, Page 153, of the Official Records of Osceola County, Florida.

Tract A, STOREY LAKE, according to the plat thereof, as recorded in Plat Book 23, Page 153, of the Official Records of Osceola County, Florida.

This instrument prepared by and return to:
Kristen E. Trucco, Esq.
Latham, Luna, Eden & Beaudine, LLP
P.O. Box 3353
Orlando, Florida 32802

Property Appraisers Parcel ID Number:
Portion of 01-25-28-5099-0001-RW20

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** (this “**Easement Agreement**”) is dated as of this ___ day of October, 2024 (the “**Effective Date**”) by and between **SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT**, a community development district formed pursuant to Chapter 190, *Florida Statutes*, whose mailing address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (“**Grantor**”), and [**PURCHASER**], a _____, whose mailing address is _____ (“**Grantee**”), the foregoing sometimes being individually referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

A. Grantor is a local unit of special purpose government created in accordance with the Uniform Community Development Act of 1980, *Florida Statutes*, as amended (the “**Act**”).

B. Grantor was established in 2005 by the adoption of Ordinance No. 05-15 by the Board of County Commissioners of Osceola County, Florida (the “**County**”), as amended by Ordinance Nos. 2014-57, 2014-129, 2015-46 and 2018-75 (collectively, the “**Ordinance**”), pursuant to the Act.

C. Pursuant to the Act, Grantor is authorized to construct, acquire, operate and maintain public infrastructure improvements and services as set forth in Section 190.012(1), *Florida Statutes*, for which Grantor may impose, levy and collect non-ad valorem special assessments on land within the boundaries described in the Ordinance.

D. Grantor owns certain real property described as Tract RW2, STOREY LAKE, according to the plat thereof, recorded in Plat Book 23, Page 150, of the Official Records of Osceola County, Florida (commonly referred to as Storey Lake Boulevard) (the “**Grantor Property**”).

E. Grantee owns certain real property described as Tracts RW4 and A, STOREY LAKE, according to the plat thereof, recorded in Plat Book 23, Page 150, of the Official Records of Osceola County, Florida (the “**Grantee Property**”).

F. The Parties hereby agree that Grantor shall grant Grantee a temporary access and construction easement over a portion of the Grantor Property, as shown and depicted on **Exhibit “A”** attached hereto (the “**Easement**”), needed in order for the Grantee to construct an apartment

complex on the Grantee Property, including 240 residential units, a pool and clubhouse (collectively, the “**Project**”),

G. Grantor is willing to grant Grantee the Easement for the aforesaid purpose, subject to and upon the terms, conditions and limitations hereinafter set forth below.

AGREEMENT

NOW THEREFORE, for an in consideration of the above recitals, the mutual promises and covenants contained hereinbelow, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties as follows:

1. **Integration of Recitals.** The foregoing recitals are true, accurate and correct and are incorporated herein by this reference.

2. **Grant of Temporary Access and Construction Easement.** Grantor hereby gives, grants, bargains and releases unto Grantee, its successors and assigns, for the benefit of Grantee, its contractors, employees and agents, a temporary easement for the purpose of providing temporary ingress and egress by Grantee over and across the Grantor Property in order for Grantee to perform the necessary acts to construct the Project, which shall be conducted with commercially reasonable construction practices and hours of operation. This Easement Agreement is subject and subordinate to the rights of the Osceola County and to the rights of others, if any, to locate, construct, maintain, repair and replace roadway related improvements and utilities over, through and across the Grantor Property. This Easement Agreement shall automatically terminate upon completion of construction of the Project, as evidenced by a certificate of completion signed by the engineer of record, along with the issuance of all approvals related thereto by all governing authorities having jurisdiction thereof, along with final acceptance of the Project by such governing authorities, as applicable and in the Grantor’s sole discretion. The Grantee acknowledges that the Grantor Property includes public roads and sidewalks, such that a heightened level of safety and security is imperative to protect vehicular and pedestrian use. The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free and full right of ingress and egress over and across the Grantor Property. Grantor hereby retains the right to utilize the Grantor Property for any purpose which the Grantor may desire which does not unreasonably interfere with the Grantee’s exercise of the easement rights herein granted.

3. **Indemnification.** Specifically subject to the maximum liability limitations set forth in Section 768.28, *Florida Statutes*, the Grantee by its acceptance hereof covenants and agrees to indemnify the Grantor and its agents, contractors, employees, tenants, tenants’ agents, or invitees and hold them harmless from any and all claims for personal injuries, death, or property damage, and any liens, liabilities, losses, damages, demands, charges, or expenses whatsoever, including, but not limited to, attorneys’ fees, which arise out of, in connection with, or by reason of the Grantee’s exercise of its rights under this Easement Agreement, except such loss or damage as may result from the gross negligence or willful acts of the Grantor or its agents, contractors, employees, tenants, tenants’ agents, or invitees. Grantee’s liability and the

indemnity provided herein shall survive the expiration or sooner termination of this Easement Agreement, as to events which occurred prior to such expiration or termination.

4. **Restoration of the Grantor Property.** Grantee shall be solely responsible for the repair of any damage to the Grantor Property caused by Grantee, its contractors, subcontractors, agents and/or employees as a consequence of the exercise of the rights granted herein. Grantee shall repair such damage so that the Grantor Property is restored to the condition that existed prior to such damage. Grantee's repair of such damage shall be completed within thirty (30) days of receiving notice from the Grantor unless the Grantor agrees that a longer repair time is warranted. All such repairs shall be at the sole cost and expense of Grantee and shall be performed in compliance with all applicable municipal, state and federal laws, rules, orders and regulations. Grantee agrees that failure to repair such damage within the time period specified herein can result in the Grantor repairing such damage and that such repair costs may be made a lien on the Grantee's own property, enforceable by the Grantor. Nothing in this Easement is intended or shall be construed as the Grantor having agreed to subject any of its property or premises to liability under any mechanic's or other similar lien law, nor to undertake any cost or expense related to this Easement.

5. **Compliance with Laws, Regulations, Rules and Policies.** At all times, Grantee shall operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders at Grantee's sole cost and expense, including but not limited to environmental laws. Grantee will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the Project/Easement as may be issued by any governmental agency having jurisdiction. Grantee is responsible for obtaining all permits or other approvals required for the Project at Grantee's sole cost and expense. Grantee shall perform an underground utility/line location search before commencing any work that could interfere with the Grantor Property and/or any other improvements or property owned/operated by the Grantor.

Grantee shall obtain an approved Maintenance of Traffic Plan ("MOT") for impacts to roadways caused by the Project. The MOT shall be in accordance with the Manual on Uniform Traffic Control Devices (latest edition and revisions) and the Florida Department of Transportation Roadway Design Standards (latest edition and revisions). Grantee agrees to comply with all MOT requirements promulgated by County.

6. **Limitation of Rights.** This Easement Agreement creates a non-exclusive temporary easement, and Grantee does not and shall not (at any time) claim any interest or estate of any kind or extent whatsoever in the Grantor Property by virtue of this Easement Agreement or Grantee's use of the Grantor Property pursuant to the terms herein. Furthermore, except as for the Project, no facilities shall be constructed on the Grantor Property (or into infrastructure constructed by Grantor) without the prior written consent of Grantor, which may be withheld in Grantor's sole discretion.

7. **Vehicular Ingress and Egress.** Only to the extent reasonably practicable to enable the Grantee to exercise its rights under this Easement Agreement, the Grantee's rights of vehicular ingress and egress to and from the Project shall be limited to the public drives, roads, and parking areas, as applicable, constructed upon the land of which the Grantor Property forms

a part. No equipment, vehicles or materials of Grantee and/or its agents/contractors may be left overnight on the Grantor Property.

8. **Insurance.** Grantor shall be named as an additional insured on Grantee's general liability insurance policy with a minimum limit of \$1,000,000 combined single limit per occurrence, protecting it and the Grantor from claims for bodily injury (including death) and property damage which may arise from or in connection with Grantee's use of the Grantor Property, pursuant to the terms herein. Grantee shall provide the Grantor with proof of insurance upon request.

9. **Public Records.** Grantor is a governmental entity subject to the Public Records Act, described in Chapter 119, *Florida Statutes*. Grantee understands and agrees that all documents of any kind provided to Grantor in connection with this Easement Agreement are public records and are treated as such in accordance with Florida law. Also, any books, documents (other than any original, signed counterparts of this Easement Agreement belonging to Grantee), records, correspondence or other information kept or obtained by Grantor or furnished by Grantor to Grantee in connection with the activities contemplated herein, and any Grantor records related to this Easement Agreement, are property of Grantor. If and to the extent that any such books, documents, records, correspondence or other information are public records under Chapter 119, *Florida Statutes*, Grantor shall be entitled to permit the inspection and copying of such public records by members of the public pursuant to Chapter 119, *Florida Statutes*, and Grantee agrees to make any such public records, or copies thereof, in Grantee's possession available to Grantor for that purpose.

10. **Entire Agreement.** This Easement Agreement contains the entire agreement between the Parties, and there are no other terms, conditions, promises, undertakings, statements or representations, express or implied, concerning the matters contemplated by this Easement Agreement. If any term, covenant, or condition of this Easement Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, such term, covenant or condition or such application shall be deemed severable, and the application of such term, covenant or condition to persons or circumstances other than those as to which it was held invalid or unenforceable, and the remainder of this Easement Agreement, shall not be affected thereby, and the remainder of this Easement Agreement shall be valid and enforceable to the fullest extent permitted by law.

11. **No Warranty and Amendments.** Grantor makes no representations, statements, warranties, or agreements to Grantee in connection with this Easement Agreement or the Grantor Property. This Easement Agreement embodies the entire understanding of the parties hereto and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto in the same manner as executed herein. Notwithstanding anything to the contrary set forth in this Easement Agreement, Grantee acknowledges and agrees that Grantee's (and Grantee's contractors') use of the Grantor Property is at its own risk and neither Grantor nor Grantor's agents shall have any liability or obligation for or with respect to any loss or damage to any of

the Grantee Property arising out of or related to Grantor's or the Grantor's agents' use of or activities within the Grantor Property.

12. **Modification.** No alterations, changes, modifications or amendments shall be made to this Easement Agreement, except in writing and signed by the Parties hereto.

13. **Binding Effect; Third Parties.** The provisions of this Easement Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns. This Easement Agreement is not intended to, and shall not, create any rights in, nor confer any benefits upon, anyone other than the Parties hereto, their respective successors and assigns, and the successors in title in and to the properties referenced herein. Grantee shall provide Grantor with written notice of the assignment within ten (10) days of such assignment.

14. **Governing Law and Jurisdiction.** This Easement Agreement and all related documents shall be governed by, and construed in accordance with, the laws of the State of Florida (excluding its conflicts of laws provisions). Venue for any action arising out of or relating to this Easement Agreement and any related document shall lie solely in a court of competent jurisdiction in Osceola County, Florida and the corresponding courts of appeal.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Easement Agreement to be duly executed under seal and delivered by their respective authorized representative on the day and year first above written.

WITNESSES:

Print Name: _____

Address: _____

Print Name: _____

Address: _____

GRANTOR:

SHINGLE CREEK COMMUNITY
DEVELOPMENT DISTRICT, a community
development district formed pursuant to
Chapter 190, *Florida Statutes*

By: _____

Name: _____

Chairman/Vice-Chair, Board of Supervisors

Address: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____ as the _____, of SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT, a community development district formed pursuant to Chapter 190, *Florida Statutes*, for and on behalf of said district, who is personally known to me or has produced _____ as identification.

Signature of Notary Public

(Print Notary Name)

My Commission Expires: _____

Commission No.: _____

AFFIX NOTARY STAMP

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Easement Agreement to be duly executed under seal and delivered by their respective authorized representative on the day and year first above written.

WITNESSES:

GRANTEE:
[PURCHASER]

Print Name: _____
Address: _____

By: _____
Name: _____
Chairman/Vice-Chair, Board of Supervisors
Address: _____

Print Name: _____
Address: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____ as the _____, of _____, a _____, for and on behalf of said _____, who is personally known to me or has produced _____ as identification.

Signature of Notary Public

(Print Notary Name)
My Commission Expires: _____
Commission No.: _____

AFFIX NOTARY STAMP

SECTION VIII

SECTION C

SECTION 1

Shingle Creek

Community Development District

Summary of Invoices

October 1, 2024 - November 26, 2024

Fund	Date	Check No.'s	Amount
General Fund			
	10/9/24	942-943	\$ 13,855.91
	10/17/24	944-947	31,689.95
	10/24/24	948-950	4,367.00
	10/30/24	951-952	3,635.00
	11/7/24	953-956	23,583.64
	11/14/24	957-958	30,192.82
	11/21/24	959-960	6,375.16
	11/23/24	961-962	341,698.06
			\$ 455,397.54
Payroll			
	<u>October 2024</u>		
	Adam Morgan	50055	\$ 184.70
	Barry Bichard	50056	\$ 184.70
	Logan Lantrip	50057	\$ 184.70
	Patrick Bonin Jr.	50058	\$ 184.70
			\$ 738.80
TOTAL			\$ 456,136.34

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #	
10/09/24	00014	9/30/24 2455	202409 320-53800-46300	SITE INSPECT/CORRD TREAT	*	2,000.00		
		9/30/24 2455	202409 320-53800-46300	FALL 2024 MAINTENANCE EVT	*	8,700.00		
							AUSTIN ECOLOGICAL CONSULTANTS LLC	10,700.00 000942
10/09/24	00023	9/09/24 115888	202409 320-53800-46400	RPLC DECODER/SOLENOID/VLV	*	1,305.91		
		9/11/24 116095	202409 320-53800-46100	WASHINGTON PALM REMOVALS	*	1,850.00		
							DOWN TO EARTH LAWN CARE II, INC	3,155.91 000943
10/17/24	00007	10/01/24 101597	202410 320-53800-47000	WATERWAY MNT-3 POND-OCT24	*	840.00		
		10/01/24 101597	202410 320-53800-47000	ADD-4POND-STOREY LK-OCT24	*	210.00		
		10/01/24 101597	202410 320-53800-47000	ADD.SERVICE-3 PONDS-OCT24	*	240.00		
		10/01/24 101597	202410 320-53800-47000	STOREYTELLING WAY - OCT24	*	35.00		
							AQUATIC WEED CONTROL, INC.	1,325.00 000944
10/17/24	00023	10/01/24 118596	202410 320-53800-46200	LANDSCAPE MAINT OCT24	*	24,092.10		
							DOWN TO EARTH LAWN CARE II, INC	24,092.10 000945
10/17/24	00008	10/01/24 90852	202410 310-51300-54000	FY25 SPECIAL DISTRICT FEE	*	175.00		
							DEPARTMENT OF ECONOMIC OPPORTUNITY	175.00 000946
10/17/24	00011	10/01/24 224	202410 310-51300-34000	MANAGEMENT FEES OCT24	*	3,750.00		
		10/01/24 224	202410 310-51300-35200	WEBSITE ADMIN OCT24	*	105.00		
		10/01/24 224	202410 310-51300-35100	INFORMATION TECH OCT24	*	157.50		
		10/01/24 224	202410 310-51300-31300	DISSEMINATION FEE OCT24	*	612.50		
		10/01/24 224	202410 310-51300-51000	OFFICE SUPPLIES	*	.09		
		10/01/24 224	202410 310-51300-42000	POSTAGE	*	11.93		
		10/01/24 225	202410 320-53800-12000	FIELD MANAGEMENT OCT24	*	1,460.83		
							GOVERNMENTAL MANAGEMENT SERVICES	6,097.85 000947

SHIN SHINGLE CREEK TVISCARRA

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
10/24/24	00036	10/20/24	5656	202410	320	53800	48000		RPLC ASPHALT/TRAFFIC CONE BERRY CONSTRUCTION INC	*	3,600.00	3,600.00	000948
10/24/24	00016	10/15/24	131720	202409	310	51300	31500		REV.TASK LISTOF AGDA ITEM	*	27.50		
		10/15/24	131721	202409	310	51300	31500		PREP.CONVEY DOC FOR TRACT LATHAM,LUNA,EDEN & BEAUDINE,LLP	*	467.50	495.00	000949
10/24/24	00013	9/18/24	10117674	202409	310	51300	48000		NOT.OF FY25 MEETING DATES ORLANDO SENTINEL	*	272.00	272.00	000950
10/30/24	00036	10/27/24	5671	202410	320	53800	48000		FURN/INST.NEW SIGN POST BERRY CONSTRUCTION INC	*	560.00	560.00	000951
10/30/24	00023	10/23/24	120095	202410	320	53800	46100		HURRICANE-CLNUP/TREE RSET DOWN TO EARTH LAWNCARE II, INC	*	3,075.00	3,075.00	000952
11/07/24	00007	11/01/24	102658	202411	320	53800	47000		WATERWAY MNT-3 POND-NOV24	*	840.00		
		11/01/24	102658	202411	320	53800	47000		ADD-4POND-STOREY LK-NOV24	*	210.00		
		11/01/24	102658	202411	320	53800	47000		ADD.SERVICE-3 PONDS-NOV24	*	240.00		
		11/01/24	102658	202411	320	53800	47000		STOREYTELLING WAY - NOV24 AQUATIC WEED CONTROL, INC.	*	35.00	1,325.00	000953
11/07/24	00031	11/04/24	R012528-	202411	310	51300	49300		2024 PROPERTY TAX - 1FD10 BRUCE VICKERS, TAX COLLECTOR	*	629.47	629.47	000954
11/07/24	00012	11/01/24	11012024	202411	300	20700	10000		FY24 DEBT SRVC SER2015 SHINGLE CREEK CDD C/O REGIONS BANK	*	12,079.99	12,079.99	000955
11/07/24	00012	11/01/24	11012024	202411	300	20700	10100		FY24 DEBT SRVC SER2019 SHINGLE CREEK CDD C/O REGIONS BANK	*	9,549.18	9,549.18	000956
11/14/24	00023	11/01/24	122365	202411	320	53800	46200		LANDSCAPE MAINT NOV24 DOWN TO EARTH LAWNCARE II, INC	*	24,092.10	24,092.10	000957

SHIN SHINGLE CREEK TVISCARRA

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	TO DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
11/14/24	00011	11/01/24	226	202411	310-51300-34000		MANAGEMENT FEES NOV24	*	3,750.00		
11/01/24	226	11/01/24	226	202411	310-51300-35200		WEBSITE ADMIN NOV24	*	105.00		
11/01/24	226	11/01/24	226	202411	310-51300-35100		INFORMATION TECH NOV24	*	157.50		
11/01/24	226	11/01/24	226	202411	310-51300-31300		DISSEMINATION FEE NOV24	*	612.50		
11/01/24	226	11/01/24	226	202411	310-51300-51000		OFFICE SUPPLIES	*	.21		
11/01/24	226	11/01/24	226	202411	310-51300-42000		POSTAGE	*	14.68		
11/01/24	227	11/01/24	227	202411	320-53800-12000		FIELD MANAGEMENT NOV24	*	1,460.83		
GOVERNMENTAL MANAGEMENT SERVICES										6,100.72	000958
11/21/24	00023	10/02/24	118810	202410	320-53800-46100		HURRICANE-RESET 13 TREES	*	2,650.00		
DOWN TO EARTH LAWNCARE II, INC										2,650.00	000959
11/21/24	00016	11/14/24	132805	202410	310-51300-31500		COST SHRE/SALE OF TRACT A	*	1,442.66		
11/14/24	132806	11/14/24	132806	202410	310-51300-31500		CONSTR.EASE/WETLAND TRACT	*	2,282.50		
LATHAM,LUNA,EDEN & BEAUDINE,LLP										3,725.16	000960
11/23/24	00012	11/22/24	11222024	202411	300-20700-10000		FY25 DEBT SERVICE SER2015	*	190,839.87		
SHINGLE CREEK CDD C/O REGIONS BANK										190,839.87	000961
11/23/24	00012	11/22/24	11222024	202411	300-20700-10100		FY25 DEBT SERVICE SER2019	*	150,858.19		
SHINGLE CREEK CDD C/O REGIONS BANK										150,858.19	000962
TOTAL FOR BANK A									455,397.54		
TOTAL FOR REGISTER									455,397.54		

SHIN SHINGLE CREEK TVISCARRA

SECTION 2

Shingle Creek
Community Development District

Unaudited Financial Reporting
October 31, 2024



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Shingle Creek
Community Development District
Balance Sheet
October 31, 2024

	<i>General Fund</i>	<i>Capital Reserve Fund</i>	<i>Debt Service Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Cash - Truist Bank	\$ 66,873	\$ 222,634	\$ -	\$ 289,508
Investments:				
Series 2015				
Reserve	\$ -	\$ -	\$ 719,739	\$ 719,739
Revenue	\$ -	\$ -	\$ 412,515	\$ 412,515
Interest	\$ -	\$ -	\$ 479,935	\$ 479,935
Sinking Fund	\$ -	\$ -	\$ 470,006	\$ 470,006
Redemption	\$ -	\$ -	\$ 1,792	\$ 1,792
Series 2019				
Reserve	\$ -	\$ -	\$ 569,058	\$ 569,058
Revenue	\$ -	\$ -	\$ 227,715	\$ 227,715
Interest	\$ -	\$ -	\$ 391,023	\$ 391,023
Sinking Fund	\$ -	\$ -	\$ 1,424	\$ 1,424
Redemption	\$ -	\$ -	\$ 806	\$ 806
Principal	\$ -	\$ -	\$ 803	\$ 803
Prepaid Expenses	\$ -	\$ -	\$ -	\$ -
State Board of Administration	\$ 186,916	\$ 579,701	\$ -	\$ 766,617
Due From General Fund	\$ -	\$ -	\$ 21,629	\$ 21,629
Deposits	\$ 6,131	\$ -	\$ -	\$ 6,131
Total Assets	\$ 259,920	\$ 802,336	\$ 3,296,445	\$ 4,358,700
Liabilities:				
Accounts Payable	\$ 6,375	\$ -	\$ -	\$ 6,375
Due to Debt Service 2015	\$ 12,080	\$ -	\$ -	\$ 12,080
Due to Debt Service 2019	\$ 9,549	\$ -	\$ -	\$ 9,549
Total Liabilities	\$ 28,004	\$ -	\$ -	\$ 28,004
Fund Balances:				
Assigned For Debt Service 2015	\$ -	\$ -	\$ 2,096,066	\$ 2,096,066
Assigned For Debt Service 2019	\$ -	\$ -	\$ 1,200,378	\$ 1,200,378
Unassigned	\$ 231,916	\$ -	\$ -	\$ 231,916
Total Fund Balances	\$ 231,916	\$ 802,336	\$ 3,296,444.65	\$ 4,330,696
Total Liabilities & Fund Equity	\$ 259,920	\$ 802,336	\$ 3,296,445	\$ 4,358,700

Shingle Creek

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2024

	Adopted	Prorated Budget	Actual		
	Budget	Thru 10/31/24	Thru 10/31/24	Variance	
Revenues:					
Special Assessments	\$ 695,074	\$ 695,074	\$ -	\$ (695,074)	
Interest	\$ 12,000	\$ 1,000	\$ 796	\$ (204)	
Total Revenues	\$ 707,074	\$ 696,074	\$ 796	\$ (695,278)	
Expenditures:					
Administrative:					
Supervisor Fees	\$ 12,000	\$ 1,000	\$ 800	\$ 200	
FICA Expense	\$ 918	\$ 77	\$ 61	\$ 15	
Engineering Fees	\$ 15,000	\$ 1,250	\$ -	\$ 1,250	
Attorney	\$ 25,000	\$ 2,083	\$ 3,725	\$ (1,642)	
Arbitrage	\$ 1,100	\$ -	\$ -	\$ -	
Dissemination	\$ 7,350	\$ 613	\$ 613	\$ -	
Annual Audit	\$ 4,900	\$ -	\$ -	\$ -	
Trustee Fees	\$ 7,000	\$ -	\$ -	\$ -	
Assessment Administration	\$ 5,565	\$ 5,565	\$ 5,565	\$ -	
Management Fees	\$ 45,000	\$ 3,750	\$ 3,750	\$ -	
Information Technology	\$ 1,890	\$ 158	\$ 158	\$ -	
Website Maintenance	\$ 1,260	\$ 105	\$ 105	\$ -	
Telephone	\$ 200	\$ 17	\$ -	\$ 17	
Postage	\$ 500	\$ 42	\$ 12	\$ 30	
Printing & Binding	\$ 500	\$ 42	\$ -	\$ 42	
Insurance	\$ 12,175	\$ 12,175	\$ 11,843	\$ 332	
Legal Advertising	\$ 2,500	\$ 208	\$ -	\$ 208	
Other Current Charges	\$ 600	\$ 50	\$ 56	\$ (6)	
Office Supplies	\$ 200	\$ 17	\$ 0	\$ 17	
Property Appraiser Fee	\$ 1,100	\$ -	\$ -	\$ -	
Property Taxes	\$ 700	\$ -	\$ -	\$ -	
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -	
Total Administrative:	\$ 145,633	\$ 27,325	\$ 26,862	\$ 463	
Operations & Maintenance					
Field Services	\$ 17,530	\$ 1,461	\$ 1,461	\$ 0	
Property Insurance	\$ 19,500	\$ 19,500	\$ 17,736	\$ 1,764	
Electric	\$ 10,080	\$ 840	\$ 625	\$ 215	
Streetlights	\$ 107,100	\$ 8,925	\$ 8,431	\$ 494	
Water & Sewer	\$ 22,050	\$ 1,838	\$ 7,440	\$ (5,603)	
Landscape Maintenance	\$ 308,285	\$ 25,690	\$ 24,092	\$ 1,598	
Landscape Contingency	\$ 15,000	\$ 1,250	\$ -	\$ 1,250	
London Creek Ranch Maintenance	\$ 32,100	\$ 2,675	\$ -	\$ 2,675	
Lake Maintenance	\$ 17,000	\$ 1,417	\$ 1,325	\$ 92	
Lake Contingency	\$ 1,250	\$ 104	\$ -	\$ 104	
Drainage R&M	\$ 2,500	\$ 208	\$ -	\$ 208	
Irrigation Repairs	\$ 25,000	\$ 2,083	\$ -	\$ 2,083	
Lighting Maintenance	\$ 2,500	\$ 208	\$ -	\$ 208	
Repairs & Maintenance	\$ 10,000	\$ 833	\$ 4,160	\$ (3,327)	
Pressure Washing	\$ 5,000	\$ 417	\$ -	\$ 417	
Contingency	\$ 7,500	\$ 625	\$ -	\$ 625	
Hurricane Expenses	\$ -	\$ -	\$ 5,725	\$ (5,725)	
Total Operations & Maintenance:	\$ 602,395	\$ 68,075	\$ 70,995	\$ (2,920)	
Reserves					
Capital Reserve Transfer	\$ 67,235	\$ -	\$ -	\$ -	
Total Reserves	\$ 67,235	\$ -	\$ -	\$ -	
Total Expenditures	\$ 815,263	\$ 95,399	\$ 97,857	\$ (2,458)	
Excess Revenues (Expenditures)	\$ (108,189)		\$ (97,061)		
Fund Balance - Beginning	\$ 108,189		\$ 328,976		
Fund Balance - Ending	\$ -		\$ 231,916		

Shingle Creek

Community Development District

Capital Reserve

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending October 31, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 10/31/24	Thru 10/31/24	Variance
Revenues:				
Transfer In	\$ 67,235	\$ -	\$ -	\$ -
Interest	\$ 24,000	\$ 2,000	\$ 2,472	\$ 472
Total Revenues	\$ 91,235	\$ 2,000	\$ 2,472	\$ 472
Expenditures:				
Contingency	\$ 600	\$ 50	\$ 38	\$ 12
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 600	\$ 50	\$ 38	\$ -
Excess Revenues (Expenditures)	\$ 90,635	\$ 1,950	\$ 2,434	
Fund Balance - Beginning	\$ 745,959		\$ 799,902	
Fund Balance - Ending	\$ 836,594		\$ 802,336	

Shingle Creek

Community Development District

Debt Service Fund - Series 2015

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 10/31/24	Thru 10/31/24	Variance
Revenues:				
Special Assessments	\$ 1,434,037	\$ -	\$ -	\$ -
Interest	\$ 60,000	\$ 5,000	\$ 8,610	\$ 3,610
Total Revenues	\$ 1,494,037	\$ 5,000	\$ 8,610	\$ 3,610
Expenditures:				
Series 2015				
Interest - 11/01	\$ 479,930	\$ -	\$ -	\$ -
Principal - 11/01	\$ 470,000	\$ -	\$ -	\$ -
Interest - 05/01	\$ 469,355	\$ -	\$ -	\$ -
Total Expenditures	\$ 1,419,285	\$ -	\$ -	\$ -
Other Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ 74,752		\$ 8,610	
Fund Balance - Beginning	\$ 1,313,241		\$ 2,087,457	
Fund Balance - Ending	\$ 1,387,993		\$ 2,096,066	

Shingle Creek

Community Development District

Debt Service Fund - Series 2019

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending October 31, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 10/31/24	Thru 10/31/24	Variance
Revenues:				
Special Assessments	\$ 1,133,601	\$ -	\$ -	\$ -
Interest	\$ 48,000	\$ 4,000	\$ 4,919	\$ 919
Total Revenues	\$ 1,181,601	\$ 4,000	\$ 4,919	\$ 919
Expenditures:				
Series 2019				
Interest - 11/01	\$ 391,019	\$ -	\$ -	\$ -
Principal - 05/01	\$ 355,000	\$ -	\$ -	\$ -
Interest - 05/01	\$ 391,019	\$ -	\$ -	\$ -
Total Expenditures	\$ 1,137,038	\$ -	\$ -	\$ -
Other Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ 44,563		\$ 4,919	
Fund Balance - Beginning	\$ 592,093		\$ 1,195,459	
Fund Balance - Ending	\$ 636,656		\$ 1,200,378	

Shingle Creek
Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
Revenues:													
Special Assessments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ 796	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 796
Total Revenues	\$ 796	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 796
Expenditures:													
Administrative:													
Supervisor Fees	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800
FICA Expense	\$ 61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 61
Engineering Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attorney	\$ 3,725	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,725
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination	\$ 613	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 613
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,565	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,565
Management Fees	\$ 3,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,750
Information Technology	\$ 158	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 158
Website Maintenance	\$ 105	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 105
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 11,843	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,843
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Current Charges	\$ 56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 56
Office Supplies	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0
Property Appraiser Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total Administrative:	\$ 26,862	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,862
Operations & Maintenance													
Field Services	\$ 1,461	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,461
Property Insurance	\$ 17,736	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,736
Electric	\$ 625	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 625
Streetlights	\$ 8,431	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,431
Water & Sewer	\$ 7,440	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,440
Landscape Maintenance	\$ 24,092	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,092
Landscape Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
London Creek Ranch Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lake Maintenance	\$ 1,325	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,325
Lake Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Drainage R&M	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lighting Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repairs & Maintenance	\$ 4,160	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,160
Pressure Washing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hurricane Expenses	\$ 5,725	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,725
Total Operations & Maintenance:	\$ 70,995	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,995
Reserves													
Capital Reserve Transfer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 97,857	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 97,857
Excess Revenues (Expenditures)	\$ (97,061)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (97,061)

Shingle Creek
Community Development District
Long Term Debt Report

SERIES 2015, SPECIAL ASSESSMENT REVENUE BONDS

INTEREST RATES:	3.625%, 4.500%, 5.125%, 5.400%	
MATURITY DATE:	11/1/2045	
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$716,689	
RESERVE FUND BALANCE	\$719,739	
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)
LESS: PRINCIPAL PAYMENT - 11/1/21		(\$415,000)
LESS: PRINCIPAL PAYMENT - 11/1/22		(\$430,000)
LESS: PRINCIPAL PAYMENT - 11/1/23		(\$450,000)

CURRENT BONDS OUTSTANDING	\$18,310,000
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SERIES 2019, SPECIAL ASSESSMENT REVENUE BONDS

INTEREST RATES:	3.625%, 4.000%, 4.750%, 5.000%	
MATURITY DATE:	5/1/2049	
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$566,645	
RESERVE FUND BALANCE	\$569,058	
BONDS OUTSTANDING - 2/27/19		\$17,895,000
LESS: PRINCIPAL PAYMENT - 05/1/20		(\$295,000)
LESS: PRINCIPAL PAYMENT - 05/1/21		(\$305,000)
LESS: PRINCIPAL PAYMENT - 05/1/22		(\$320,000)
LESS: PRINCIPAL PAYMENT - 05/1/23		(\$330,000)
LESS: PRINCIPAL PAYMENT - 05/1/24		(\$345,000)

CURRENT BONDS OUTSTANDING	\$16,300,000
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Shingle Creek
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2025

Gross Assessments \$ 739,436.92 \$ 1,525,571.18 \$ 1,205,958.18 \$ 3,470,966.28
 Net Assessments \$ 695,070.70 \$ 1,434,036.91 \$ 1,133,600.69 \$ 3,262,708.30

ON ROLL ASSESSMENTS

21.30% 43.95% 34.74% 100.00%

Date	Distribution	Gross Amount	Commissions	Discount/Penalty	Interest	Net Receipts	O&M Portion	2015 Debt Service Asmt	2019 Debt Service Asmt	Total
11/18/24	ACH	\$36,611.72	\$699.50	\$1,636.54	\$0.00	\$34,275.68	\$7,301.92	\$15,064.97	\$11,908.80	\$34,275.69
11/22/24	ACH	\$425,085.96	\$8,161.67	\$17,002.76	\$0.00	\$399,921.53	\$85,197.24	\$175,774.90	\$138,949.39	\$399,921.53
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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