

*Shingle Creek  
Community Development District*

*Agenda*

*April 7, 2025*

# AGENDA

# *Shingle Creek*

## *Community Development District*

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219 E. Livingston Street, Orlando, Florida 32801

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

March 31, 2025

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, April 7, 2025 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 #4 & #5
  - B. Consideration of Letters of Interest/Resumes
  - C. Administration of Oaths of Office to Newly Appointed Board Members
  - D. Election of Officers
  - E. Consideration of Resolution 2025-05 Electing Officers
4. Approval of Minutes of the February 3, 2025 Board of Supervisors Meeting
5. Consideration of Resolution 2025-06 Approving Fiscal Year 2026 Budget and Setting a Public Hearing
6. Consideration of Resolution 2025-07 Conveyance of Real Property
7. Consideration of Update to Requests from Prospective Purchaser of Parcel Adjacent to the District's Boundary
8. Appointment of Audit Committee and Chairman
9. Staff Reports
  - A. Attorney
  - B. Engineer

C. District Manager's Report

- i. Approval of Check Register
- ii. Balance Sheet and Income Statement

10. Other Business

11. Supervisor's Requests

12. Adjournment

**Audit Committee Meeting**

1. Roll Call
2. Public Comment Period
3. Audit Services
  - A. Approval of Request for Proposals and Selection Criteria
  - B. Approval of Notice of Request for Proposals for Audit Services
  - C. Public Announcement of Opportunity to Provide Audit Services
4. 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

Jeremy LeBrun  
District Manager

Cc: Jan Carpenter, District Counsel

Enclosures

# SECTION III

# SECTION E

**RESOLUTION 2025-05**

**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 7<sup>th</sup> day of April, 2025.

**ATTEST:**

**SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT**

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

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

# MINUTES



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

The regular meeting of the Board of Supervisors of the Shingle Creek Community Development District was held on Monday, **February 3, 2025** at 11:31 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 ( <i>Resigned during meeting</i> )
Barry Bichard	Assistant Secretary
Mark Ratcliff	Appointed as Assistant Secretary
Dan Navarro <i>by phone</i>	Appointed as Assistant Secretary

Also present were:

Jeremy LeBrun	District Manager, GMS
Jay Lazarovich	District Counsel, LLEB
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 11:31 a.m.

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

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Mr. LeBrun: This is the time for any public comments. If you have a comment, please state your name and address for the record. Are there any comments? Hearing none, we will move on to the next item.

**THIRD ORDER OF BUSINESS**

**Organizational Matters**

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

Mr. LeBrun: As the Board is aware we have been looking to fill some of the general elector seats with residents within the District. We do have one person in attendance, Mark Ratcliff is in attendance and interested. Seat #1 is an open seat. Mark Ratcliff is a current resident of the District. In your packets you have an email about his brief history. He is in attendance today and Seat #1 is currently open, there is no one in that seat currently. Since it is a general elector seat, and Mr. Ratcliff is a general elector, it would be prudent for the Board to elect him to that seat.

On MOTION by Mr. Morgan, seconded by Mr. Bichard, with all in favor, Appointing Mark Ratcliff to Seat #1, was approved.
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Mr. LeBrun: I'll swear you in at this time, Mr. Ratcliff. If you will just print your name and sign down there. Like I said I'm a notary, so I can take care of that bottom portion for you. Mark, after the meeting I will go through the new Supervisor packet that has all the information related to new supervisors. Jay Lazarovich is filling in for Kristen, who is our normal District counsel. Since you are new to the Board, Jay, just give a quick little refresher of public records and such.

Mr. Lazarovich: You are now considered a public official for the purposes of the Sunshine Law and Public Records Law. Our office will send you an informational packet with several memorandums and power points. I will go through what you are required to comply with. Most importantly the Sunshine Law you are not permitted to speak to another Board member about current business or business that may come before the Board for action outside of a noticed meeting. If it's not CDD business, you are permitted to talk to another Supervisor. However, the law is construed to even consider social medial posts. So, if you were to post something and another Supervisor saw it or could see it, that could be construed as a violation. There are civil boundaries so you can get with myself, Kristen, or Jeremy if there is anything that needs to come before the Board. I will follow up with more information on that.

Mr. LeBrun: And as mentioned, I'm Jeremy LeBrun serving as District manager so I can assist, and we can talk after the meeting and fill you in on the packet.

Mr. Morgan: Welcome to the Board, Mark.

Mr. LeBrun: And for Seat #2 there was another interested resident, Dan Navarro, I'm not sure if he's on the line. Dan are you on the line and able to hear us?

Mr. Navarro. Yes, I am.

Mr. LeBrun: In the agenda you will also see Dan Navarro's resume that he sent to us. Similar case with Mark, Dan is a resident of the District looking to fill that seat. That seat currently expires in 2026 and is Seat #2. It is currently held by Logan Lantrip. This requires a general elector seat and we are supposed to have general electors in there.

Mr. Morgan: Since he is not here in person, can we appoint him?

Mr. LeBrun: Yes, we just can't swear him in as an official Board member until we get him in person. We can appoint him to the seat.

Mr. Morgan: Do we need Logan to resign first?

Mr. LeBrun: We would need an offer to resign and then we can appoint him to that general elector seat.

Mr. Lantrip: I offer to resign.

Mr. LeBrun: Logan Lantrip is resigning from Seat #2. At this point the Board just needs to accept Logan's resignation.

On MOTION by Mr. Morgan, seconded by Mr. Bichard, with all in favor, Accepting the Resignation of Logan Lantrip, was approved.

Mr. LeBrun: Now we have Seat #2 that is vacant. Is there a motion to nominate someone to fill Seat #2?

On MOTION by Mr. Morgan, seconded by Mr. Bichard, with all in favor, Appointing Dan Navarro to Seat #2, was approved.

Mr. LeBrun: Dan, similar to what we just went through before, I am not able to swear you in over the phone, but you are welcome to stay on the phone as a participant in the meeting. At the next meeting, or prior to that, I can swear you in so at the next meeting you will be fully authorized to join the Board and participate as a full Supervisor. You have been appointed to that seat, I just want to make sure that is clear. Did you have any questions?

Mr. Navarro: No, not at all. Thank you.

Mr. LeBrun: Dan, our office will be in touch to get you the new Supervisor paperwork that is required by the state. We will reach out and make sure you have everything. I'll reach out as well in between and make sure you are ready to go for the next Board meeting.

Mr. Lazarovich: I'll just note for Supervisors it is better to have a CDD email address that way any CDD business is subject to that email. If ever there is public records request, your general email is not going to be called into question.

**B. Consideration of Letters of Interest/Resumes**

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

**D. Election of Officers**

Mr. LeBrun: Alright, we welcome two new Board members to the Board. As a part of this at any time there is an appointment or election of new officers, we also have an election of officers, so you will see in the agenda we have Resolution 2025-04 election of officers.

**E. Consideration of Resolution 2025-04 Electing Officers**

Mr. LeBrun: This is on page 12 of your electronic agendas. You will see the resolution there. Typically, the Board can reappoint officers, whatever they wish to do. They can elect to keep it the same as it currently is. Currently we have Rob Bonin as Chair, Adam Morgan as Vice Chairman, and the rest of the Supervisors as Assistant Secretaries. It is up to the Board how they would like to structure the officers.

Mr. Morgan: For the time being we will just leave it the same and add Mark and Dan as Assistant Secretaries.

On MOTION by Mr. Morgan, seconded by Mr. Bichard, with all in favor, Resolution 2025-04 Electing Officers Keeping the Same Slate of Officers and Adding the New Board Members as Assistant Secretaries, was approved.
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Mr. LeBrun: We will get that resolution filled in per the Board's wishes and then the Board can always revisit that at a later date if they decide to do so.

**FOURTH ORDER OF BUSINESS**

**Approval of Minutes of the December 2, 2024 Meeting**

Mr. LeBrun: This is on page 14 of your electronic agenda. These are the approval of the minutes of the December 2, 2024 meeting. They were sent out earlier via email and they are also in your electronic agendas. We'll just look for any questions, if not we'll just look for a motion to approve.

Mr. Morgan: They all look good.

On MOTION by Mr. Morgan, seconded by Mr. Bichard, with all in favor, the Minutes of the December 2, 2024 Meeting, were approved.

**FIFTH ORDER OF BUSINESS**

**Ratification of Data Sharing and Usage Agreement with Osceola County**

Mr. LeBrun: Each year the District enters into an agreement with the county essentially saying we are not going to share any confidential information that is provided to us. I as District Manger have already signed this, it is a thing we are required to do every year. I'm just looking for the Board to ratify this agreement. It basically just says we won't share any confidential information that we are not allowed to share.

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

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Mr. LeBrun: Staff reports, we will start with District Counsel.

Mr. Lazarovich: I'm just covering for Kristen; she gave me an update and we are still waiting to hear back from the developer's counsel on a purchase of a tract that is adjacent to the CDD. Our understanding is it will be approximately 240 apartment units constructed on that property. Kristen did send out draft forms of our temporary easement agreement as well as the funding agreement for the cost related to that transfer. Once she gets more information from their counsel she can report back. That is all I have.

Mr. Morgan: So, all is going well?

Mr. Bichard: Yeah, I mean they want to connect, there is a drainpipe that collects drainage, and they may need like a construction easement to connect to the waterline like right off the boulevard. We will be okay with that too.

Mr. Morgan: That's fine. So, all is moving forward?

Mr. Bichard: Yeah.

Mr. Morgan: Good. Mark, you know if you leave Storey Lake Boulevard going toward Osceola Parkway, that big empty lot on the right toward the lift station.

Mr. Ratcliff: Yeah, I am familiar with that.

Mr. Morgan: The overgrown lot, we call it. That's the parcel we are referring too.

Mr. Ratcliff: Oh, okay.

Mr. Morgan: It's going to be eventually developed into a 240-unit apartment complex and they are needing to tie into our storm and our water and our sewer and everything.

Mr. Ratcliff: Would the storm sewer go into Storey Lake?

Mr. Bichard: Yes. It was already designed to do that.

Mr. Morgan: It's got a cap sitting there waiting.

Mr. Bichard: So, there is like a storm line that is on that site that goes under the road and connects to our big lake system. So, it was already factored into the engineering, because it was always a parcel for sale.

Mr. Ratcliff: I do know that when there are hurricanes that the stormwater basically backs up off the nature reserve into that street, Fairytale Circle, that is the immediate street. Actually, when there is a hurricane water will back up from that reserve into the community, almost to some of the houses.

Mr. Bichard: Well I've never known it to get that high, and I've been involved with Storey Lake since the beginning.

Mr. Ratcliff: I should probably tell you I live on that street.

Mr. Bichard: So, it comes to the doorstep?

Mr. Ratcliff: Almost to the doorstep.

Mr. Scheerer: What is the address, Mark?

Mr. Ratcliff: 4644

Mr. Scheerer: Storm drain right there?

Mr. Ratcliff: There's a storm drain. There's kind of a circle, as it curves around and you have the wetland, and it backs up from that storm drain.

Mr. Bichard: That would indicate to me something is obstructing in that, close to that would suggest. Because we've never heard of any flooding there.

Mr. Morgan: Because I know the compensating storage in the wetland does not even come close to backing up into the big pond. It's been there forever. It's got to be some kind of clog.

Mr. Bichard: The rainwater hits that site, goes to the drain system that goes to the, so the water is going from that site into there. This would be if you did like a parking lot for the homes, you get water, so you get a little more impervious water, so a little more water, but it's factored into the stormwater calculation.

Mr. Ratcliff: So that stormwater it doesn't go into the wetlands? It is all connected to the ponds?

Mr. Morgan: All of it flows into the ponds and then it discharges into the wetlands.

Mr. Bichard: And the lakes have an outfall structure and eventually into the wetlands, but that capacity is already factored into the design from back in the beginning.

Mr. Morgan: So, we will just have to keep an eye on it.

Mr. Scheerer: I'll check the storm drain in that location. I know Larissa had mentioned something to me about an area before you get to Storey Telling Way, where it bottle necks and kind of where you go into to Storey Telling Way. She told me about that one, I didn't know there was anything on Fairytale.

Mr. Ratcliff: I assume that you took care of that. Because the last storm we had I drove by it and it hadn't filled up. It was filling up and just sitting there. So, I assumed you fixed it because we didn't have any issue the next storm.

Mr. Morgan: Let me know if you need anything from me, Alan.

Mr. Scheerer: Of course. Yes sir.

Mr. Lazarovich: I'll just elaborate on the agreements I just mentioned. So, the funding agreement is an agreement with the developer or another landowner to fund legal engineering costs because it is outside of the District's boundary so it's not falling on residents to pay those fees. The drainage easement is just giving them easement rights and we always give include insurance and indemnification language, usually on repair of the property as well. And then the cost sharing

agreement is between the owners of the cost of the drainage, roadways, landscaping, whatever is into that transaction.

**B. Engineer**

Mr. LeBrun: We are down to the engineer. I think we have Rey, are you on the call?

Mr. Malave: Yes. I am. We just looked into the engineering on that tract and everything that was indicated is correct. I'm open to any questions you might have.

Mr. Morgan: Thanks, Rey.

**C. District Manager's Report**

**i. Approval of Check Register**

Mr. LeBrun: Now we are down to the District's Manager's report. Couple of things on this one for things for me on page 28 you will see the check register. This covers November 26, 2024 through January 27, 2025. We have checks from our general fund, checks 963-980. You will notice this month's check register is larger than normal, you'll just see the debt service payments reflected in the check register. Checks 963-980 total \$2,356,343.45. From your payroll fund you will see checks 50059-50062. The total there is \$738.80. Total for this month's check register is \$2,357,082.25. Behind that starting on page 29 you will see the line-by-line check register. That just details those checks in the check register. I'll be happy to take any questions on it. If not, we just need a motion to approve that check register.

On MOTION by Mr. Morgan, seconded by Mr. Bichard, with all in favor, the Check Register, was approved.
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**ii. Balance Sheet and Income Statement**

Mr. LeBrun: Behind the check register you have your unaudited financials. Those start on page 33. No action is required on the Board's part, that just shows you your balance sheet and your actual expenses through December 31, 2024. I will note for your assessments you are at 86% collected for the year, so that will slowly go up in the next few months. We are in great shape there.



**SEVENTH ORDER OF BUSINESS                      Other Business**

Mr. LeBrun: Any other business or Supervisor requests? Just for our new Board members the Supervisors’ requests are for any time a Supervisor has that has a special request or a question they can ask it at that time.

Mr. Morgan: We all good with Alan?

Mr. Scheerer: Yeah, I was just going through my folders, if I can get a copy of these stormwater plans from that section of the community, I don’t have any civil plans, but I have landscape and irrigation plans. Other than that, I think everything is good.

Mr. Morgan: Okay.

**EIGHTH ORDER OF BUSINESS                      Supervisor’s Requests**

There being no comments, the next item followed.

**NINTH ORDER OF BUSINESS                      Adjournment**

Mr. LeBrun: I’ll just look for 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

**RESOLUTION 2025-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024/2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Shingle Creek Community Development District (“**District**”) prior to June 15, 2025, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2025, and ending September 30, 2026 (“**Fiscal Year 2025/2026**”); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2025/2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: August 4, 2025  
HOUR: 11:30 AM  
LOCATION: Oasis Club at ChampionsGate  
1520 Oasis Club Blvd  
Davenport, FL 33896

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT(S).** The District Manager is hereby directed to submit a copy of the Proposed Budget to Osceola County, Florida at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

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

**PASSED AND ADOPTED THIS 7TH DAY OF APRIL 2025.**

ATTEST:

**SHINGLE CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary / Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Proposed Budget

***Shingle Creek***  
***Community Development District***

***Proposed Budget***  
***FY2026***

**GMS**  
GOVERNMENTAL MANAGEMENT SERVICES

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**Shingle Creek**  
**Community Development District**  
**Proposed Budget**  
**FY2026**  
**General Fund**

	Adopted Budget FY2025	Actual Thru 2/28/25	Projected Next 7 Months	Total Projected 9/30/25	Proposed Budget FY2026
<b>Revenues:</b>					
Special Assessments	\$ 695,074	\$ 620,793	\$ 74,277	\$ 695,071	\$ 695,074
Interest	12,000	5,995	7,000	12,995	12,000
Carry Forward Surplus	108,189	123,836 *	-	123,836	65,292
<b>Total Revenues</b>	<b>\$ 815,263</b>	<b>\$ 750,624</b>	<b>\$ 81,277</b>	<b>\$ 831,901</b>	<b>\$ 772,366</b>
<b>Expenditures:</b>					
<b>Administrative:</b>					
Supervisor Fees	\$ 12,000	\$ 2,400	\$ 6,000	\$ 8,400	\$ 12,000
FICA Expense	918	184	459	643	918
Engineering Fees	15,000	1,180	6,320	7,500	15,000
Attorney	25,000	5,585	6,915	12,500	25,000
Arbitrage	1,100	-	1,100	1,100	1,100
Dissemination	7,350	3,063	4,288	7,350	7,570
Annual Audit	4,900	-	5,000	5,000	5,000
Trustee Fees	7,000	3,500	3,500	7,000	7,700
Assessment Administration	5,565	5,565	-	5,565	5,732
Management Fees	45,000	18,750	26,250	45,000	46,350
Information Technology	1,890	788	1,103	1,890	1,947
Website Maintenance	1,260	525	735	1,260	1,298
Telephone	200	-	50	50	200
Postage	500	64	336	400	500
Printing & Binding	500	3	72	75	500
Insurance	12,175	11,843	-	11,843	13,027
Legal Advertising	2,500	-	2,500	2,500	2,500
Other Current Charges	600	237	315	552	600
Office Supplies	200	8	22	30	200
Property Appraiser Fee	1,100	223	-	223	1,100
Property Taxes	700	629	-	629	700
Dues, Licenses & Subscriptions	175	175	-	175	175
<b>Total Administrative:</b>	<b>\$ 145,633</b>	<b>\$ 54,720</b>	<b>\$ 64,964</b>	<b>\$ 119,685</b>	<b>\$ 149,117</b>
<b>Operations &amp; Maintenance</b>					
Field Services	\$ 17,530	\$ 7,304	\$ 10,226	\$ 17,530	\$ 17,530
Property Insurance	19,500	17,736	-	17,736	20,396
Electric	10,080	2,996	4,550	7,546	10,080
Streetlights	107,100	42,154	59,015	101,169	107,100
Water & Sewer	22,050	31,588	21,916	53,504	30,000
Landscape Maintenance	308,285	120,461	168,645	289,105	297,779
Landscape Contingency	15,000	-	7,500	7,500	15,000
London Creek Ranch Maintenance	32,100	-	32,100	32,100	32,100
Lake Maintenance	17,000	6,625	9,275	15,900	16,380
Lake Contingency	1,250	-	625	625	1,250
Drainage R&M	2,500	-	1,250	1,250	2,500
Irrigation Repairs	25,000	1,355	11,145	12,500	25,000
Lighting Maintenance	2,500	-	1,250	1,250	2,500
Repairs & Maintenance	10,000	4,160	3,340	7,500	10,000
Pressure Washing	5,000	2,100	2,900	5,000	5,000
Contingency	7,500	-	3,750	3,750	7,500
Hurricane Expenses	-	5,725	-	5,725	-
<b>Total Operations &amp; Maintenance:</b>	<b>\$ 602,395</b>	<b>\$ 242,203</b>	<b>\$ 337,487</b>	<b>\$ 579,690</b>	<b>\$ 600,114</b>
<b>Reserves</b>					
Capital Reserve Transfer	\$ 67,235	\$ 67,235	\$ -	\$ 67,235	\$ 23,135
<b>Total Reserves</b>	<b>\$ 67,235</b>	<b>\$ 67,235</b>	<b>\$ -</b>	<b>\$ 67,235</b>	<b>\$ 23,135</b>
<b>Total Expenditures</b>	<b>\$ 815,263</b>	<b>\$ 364,158</b>	<b>\$ 402,451</b>	<b>\$ 766,609</b>	<b>\$ 772,366</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 0</b>	<b>\$ 386,466</b>	<b>\$ (321,174)</b>	<b>\$ 65,292</b>	<b>\$ 0</b>

\*Less first quarter operating funds.

Net Assessment	\$695,074
Collection Cost (6%)	\$44,366
Gross Assessment	<u>\$739,441</u>

# Shingle Creek

## Community Development District

### Gross Per Unit Assessment Comparison Chart

#### FY2026

Property Type	Platted Units	Gross Per Unit	Gross Total
Single Family	857	\$454	\$389,292
Townhome	861	\$284	\$244,447
Condo/MF	438	\$241	\$105,702
Unplatted	N/A	N/A	\$0
<b>Total</b>	<b>2156</b>		<b>\$739,441</b>

#### FY2025

Property Type	Platted Units	Gross Per Unit	Gross Total
Single Family	857	\$454	\$389,292
Townhome	861	\$284	\$244,447
Condo/MF	438	\$241	\$105,702
Unplatted	N/A	N/A	\$0
<b>Total</b>	<b>2156</b>		<b>\$739,441</b>

Property Type	FY2025	FY2026	Increase/(Decrease)
Single Family	\$454	\$454	\$0
Townhome	\$284	\$284	\$0
Condo/MF	\$241	\$241	\$0
Unplatted	N/A	N/A	\$0



# Shingle Creek Community Development District

## GENERAL FUND BUDGET

### **REVENUES:**

#### Assessments – Tax Collector

The District will levy a non-ad valorem assessment on all the assessable property within the District to fund all general operating and maintenance expenditures during the fiscal year. These assessments are billed on tax bills.

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### **EXPENDITURES:**

#### **Administrative:**

##### Supervisors Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings. The amount is based on 5 supervisors attending 12 meetings during the fiscal year.

##### FICA Expense

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisor checks.

##### Engineering

The District's engineer, Dewberry Engineers, will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review of invoices and requisitions, preparation and review of contract specifications and bid documents, and various projects assigned as directed by the Board of Supervisors and the District Manager.

##### Attorney

The District's legal counsel, Latham, Shuker, Eden & Beaudine, LLP, will be providing general legal services to the District, e.g. attendance and preparation for monthly meetings, preparation and review of agreements and resolutions, and other research assigned as directed by the Board of Supervisors and the District Manager.

##### Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on the Series 2015 & Series 2019 Special Assessment Bonds. The District has contracted with LLS Tax Solutions, Inc. for this service.

##### Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. The District has contracted with Governmental Management Services-Central Florida, LLC for this service on the Series 2015 Special Assessment Bonds and the Series 2019 Special Assessment Bonds.

# Shingle Creek Community Development District

## GENERAL FUND BUDGET

### Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

### Trustee Fees

The District will pay annual trustee fees for the Series 2015 & Series 2019 Special Assessment Bonds that are deposited with a Trustee at Regions Bank.

### Assessment Administration

The District has contracted with Governmental Management Services-Central Florida, LLC to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

### Management Fees

The District has contracted with Governmental Management Services-Central Florida, LLC to provide Management, Accounting and Recording Secretary Services for the District. The services include, but not limited to, recording and transcription of board meetings, budget preparation, all financial reporting, annual audit, etc.

### Information Technology

The District has contracted with Governmental Management Services-Central Florida, LLC for costs related to District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, positive pay implementation and programming for fraud protection, accounting software, Adobe, Microsoft Office, etc.

### Website Maintenance

The District has contracted with Governmental Management Services-Central Florida, LLC for the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

### Telephone

Telephone and fax machine.

### Postage

The District incurs charges for mailing of agenda packages, overnight deliveries, checks for vendors and other required correspondence.

### Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

### Insurance

The District's general liability and public officials liability insurance coverage is provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

# Shingle Creek Community Development District

## GENERAL FUND BUDGET

### Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc in a newspaper of general circulation.

### Other Current Charges

Represents any miscellaneous expenses incurred during the fiscal year such as bank fees, deposit slips, stop payments, etc.

### Office Supplies

The District incurs charges for office supplies that need to be purchased during the fiscal year.

### Property Appraiser Fee

Represents a fee charged by Osceola County Property Appraiser's office for assessment administration services.

### Property Taxes

Represents estimated fees charged by Osceola County Tax Collector's Office for all assessable property within the District.

### Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Commerce for \$175. This is the only expense under this category for the District.

### **Field:**

### Field Services

Provide onsite field management of contracts for the District such as landscape and lake maintenance. Services to include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

### Property Insurance

Represents estimated costs for the annual coverage of property insurance. Coverage will be provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

### Electric

Represents cost of electric services for items such as monument lighting, fountains, etc. District currently has one account with Kissimmee Utility Authority.

Account #	Description	Monthly	Annual
002242407-	3100 Storey Lake Blvd. Blk Even		
001300390	Monu/Fntn	\$800	\$9,600
	Contingency		\$480
<b>Total</b>			<b>\$10,080</b>

# Shingle Creek Community Development District

GENERAL FUND BUDGET

Streetlights

Represents cost for streetlight services maintained by the District. The District currently has one account with Kissimmee Utility Authority for 105 streetlights with more areas set to come online within the next fiscal year.

Account #	Description	Monthly	Annual
002242407- 001300800	4650 W Osceola Parkway Vlights 22 Lights - Ritual Rd & Storytelling 40 Lights - Storeytelling & Bronsons Contingency	\$8,500	\$102,000   \$5,100
<b>Total</b>			<b>\$107,100</b>

Water & Sewer

Represents costs for water services for areas within the District. The District currently has one account with Toho Water Authority.

Account #	Description	Monthly	Annual
002647617- 033217859	29101 Ritual Road Contingency	\$1,750	\$21,000 \$9,000
<b>Total</b>			<b>\$30,000</b>

Landscape Maintenance

The District will maintain the landscaping within the common areas of the District after installation of landscape material has been completed. The District has contracted with Down to Earth Lawncare II, Inc. for this service.

Description	Monthly	Annual
Landscape Maintenance	\$24,815	\$297,779
<b>Total</b>		<b>\$297,779</b>

Landscape Contingency

Represents estimated costs for any additional landscape expenses not covered under the monthly landscape maintenance contract.

London Creek Ranch Maintenance

The District will schedule maintenance of wetlands located in the London Creek Ranch area of the District. Services will include vegetation maintenance, site inspections, site maintenance, trail maintenance and permit status and compliance. The District has contracted with Austin Ecological Consultants for this service.

Description	Per Visit	Annual
Vegetation Maintenance - 3 x per year	\$8,700	\$26,100
Site Inspections & Maintenance	As Needed	\$6,000
<b>Total</b>		<b>\$32,100</b>

# Shingle Creek Community Development District

## GENERAL FUND BUDGET

### Lake Maintenance

Represents cost for maintenance to three ponds located within the District. Services include shoreline grass and brush control, floating and submersed vegetation control, additional treatments as required and a monthly report of all waterways treated. The District has contracted with Aquatic Weed Control, Inc. for these services.

Description	Monthly	Annual
Lake Maintenance	\$1,365	\$16,380
<b>Total</b>		<b>\$16,380</b>

### Lake Contingency

Represents estimated costs for any additional lake expenses not covered under the monthly lake maintenance contract.

### Drainage R&M

Represents estimate repair and maintenance costs to the drainage structures, outfall structures, storm piping and bank erosions maintained by the District.

### Irrigation Repairs

Represents estimated costs for any repairs to the irrigation system.

### Lighting Maintenance

Represents estimated repair and maintenance cost to all lighting fixtures maintained by the District.

### Repairs & Maintenance

Represents general repairs and maintenance costs that are not budgeted under any other budgeted line item.

### Pressure Washing

Represents estimated costs to pressure wash common area sidewalks, curbs and monuments as needed.

### Contingency

Represents any additional field expense that may not have been provided for in the budget.

### Transfer Out – Capital Reserve

Represents excess funds at fiscal year-end transferred to the Capital Reserve fund.

**Shingle Creek**  
**Community Development District**  
**Proposed Budget**  
**FY2026**  
**Capital Reserve Fund**

	Adopted Budget FY2025	Actual Thru 2/28/25	Projected Next 7 Months	Total Projected 9/30/25	Proposed Budget FY2026
<b>Revenues:</b>					
Transfer In	\$ 67,235	\$ 67,235	\$ -	\$ 67,235	\$ 23,135
Interest	24,000	12,031	14,000	26,031	24,000
<b>Total Revenues</b>	<b>\$ 91,235</b>	<b>\$ 79,266</b>	<b>\$ 14,000</b>	<b>\$ 93,266</b>	<b>\$ 47,135</b>
<b>Expenditures:</b>					
Contingency	\$ 600	\$ 193	\$ 287	\$ 480	\$ 600
Capital Outlay	-	19,980	-	19,980	-
<b>Total Expenditures</b>	<b>\$ 600</b>	<b>\$ 20,173</b>	<b>\$ 287</b>	<b>\$ 20,460</b>	<b>\$ 600</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 90,635</b>	<b>\$ 59,093</b>	<b>\$ 13,713</b>	<b>\$ 72,806</b>	<b>\$ 46,535</b>
<b>Fund Balance - Beginning</b>	<b>\$ 745,959</b>	<b>\$ 799,902</b>	<b>\$ -</b>	<b>\$ 799,902</b>	<b>\$ 872,708</b>
<b>Fund Balance - Ending</b>	<b>\$ 836,594</b>	<b>\$ 858,995</b>	<b>\$ 13,713</b>	<b>\$ 872,708</b>	<b>\$ 919,243</b>

<b>FY2025 Updated Expenses</b>	
<b>Description</b>	<b>Amount</b>
<b>Terry's Electric, Inc.</b>	
Entry Lighting New Feed	\$ 19,980
<b>Total</b>	<b>\$ 19,980</b>

# Shingle Creek

## Community Development District

### Proposed Budget

#### FY2026

#### Debt Service Fund

#### Series 2015

	Adopted Budget	Actual Thru	Projected Next	Total Projected	Proposed Budget
	FY2025	2/28/25	7 Months	9/30/25	FY2026

**Revenues:**

Special Assessments	\$	1,434,037	\$	1,280,791	\$	153,245	\$	1,434,037	\$	1,434,037
Interest		60,000		36,424		49,000		85,424		60,000
Carry Forward Surplus*		1,313,241		1,370,767		-		1,370,767		1,470,943

<b>Total Revenues</b>	<b>\$</b>	<b>2,807,278</b>	<b>\$</b>	<b>2,687,982</b>	<b>\$</b>	<b>202,245</b>	<b>\$</b>	<b>2,890,228</b>	<b>\$</b>	<b>2,964,980</b>
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**Expenditures:**

**Series 2015**

Interest - 11/01	\$	479,930	\$	479,930	\$	-	\$	479,930	\$	469,355
Principal - 11/01		470,000		470,000		-		470,000		490,000
Interest - 05/01		469,355		-		469,355		469,355		458,300

<b>Total Expenditures</b>	<b>\$</b>	<b>1,419,285</b>	<b>\$</b>	<b>949,930</b>	<b>\$</b>	<b>469,355</b>	<b>\$</b>	<b>1,419,285</b>	<b>\$</b>	<b>1,417,655</b>
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<b>Excess Revenues (Expenditures)</b>	<b>\$</b>	<b>1,387,993</b>	<b>\$</b>	<b>1,738,052</b>	<b>\$</b>	<b>(267,110)</b>	<b>\$</b>	<b>1,470,943</b>	<b>\$</b>	<b>1,547,325</b>
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\*Less Reserve amount.

Principal - 11/1/2026		\$515,000	
Interest - 11/1/2026		\$458,300	
<b>Total</b>		<u>\$973,300</u>	
Net Assessment		\$1,434,037	
Collection Cost (6%)		\$91,534	
<b>Gross Assessment</b>		<u>\$1,525,571</u>	

Property Type	Units	Gross Per Unit	Gross Total
Single Family	470	\$1,691	\$794,794
Townhome	648	\$1,057	\$684,878
Condo/MF	54	\$850	\$45,900
Unplatted	0	N/A	\$0
<b>Total</b>	<b>1172</b>		<b>\$1,525,571</b>

**Shingle Creek Community Development District**  
**Series 2015, Special Assessment Bonds**  
**(Term Bonds Combined)**

**Amortization Schedule**

<b>Date</b>	<b>Balance</b>	<b>Principal</b>	<b>Interest</b>	<b>Annual</b>
5/1/25	\$ 17,840,000	\$ -	\$ 469,355	\$ -
11/1/25	\$ 17,840,000	\$ 490,000	\$ 469,355	\$ 1,428,710
5/1/26	\$ 17,350,000	\$ -	\$ 458,330	\$ -
11/1/26	\$ 17,350,000	\$ 515,000	\$ 458,330	\$ 1,431,660
5/1/27	\$ 16,835,000	\$ -	\$ 445,133	\$ -
11/1/27	\$ 16,835,000	\$ 540,000	\$ 445,133	\$ 1,430,266
5/1/28	\$ 16,295,000	\$ -	\$ 431,296	\$ -
11/1/28	\$ 16,295,000	\$ 570,000	\$ 431,296	\$ 1,432,591
5/1/29	\$ 15,725,000	\$ -	\$ 416,689	\$ -
11/1/29	\$ 15,725,000	\$ 600,000	\$ 416,689	\$ 1,433,379
5/1/30	\$ 15,125,000	\$ -	\$ 401,314	\$ -
11/1/30	\$ 15,125,000	\$ 630,000	\$ 401,314	\$ 1,432,629
5/1/31	\$ 14,495,000	\$ -	\$ 385,171	\$ -
11/1/31	\$ 14,495,000	\$ 660,000	\$ 385,171	\$ 1,430,341
5/1/32	\$ 13,835,000	\$ -	\$ 368,258	\$ -
11/1/32	\$ 13,835,000	\$ 695,000	\$ 368,258	\$ 1,431,516
5/1/33	\$ 13,140,000	\$ -	\$ 350,449	\$ -
11/1/33	\$ 13,140,000	\$ 730,000	\$ 350,449	\$ 1,430,898
5/1/34	\$ 12,410,000	\$ -	\$ 331,743	\$ -
11/1/34	\$ 12,410,000	\$ 765,000	\$ 331,743	\$ 1,428,485
5/1/35	\$ 11,645,000	\$ -	\$ 312,139	\$ -
11/1/35	\$ 11,645,000	\$ 805,000	\$ 312,139	\$ 1,429,279
5/1/36	\$ 10,840,000	\$ -	\$ 291,511	\$ -
11/1/36	\$ 10,840,000	\$ 850,000	\$ 291,511	\$ 1,433,023
5/1/37	\$ 9,990,000	\$ -	\$ 269,730	\$ -
11/1/37	\$ 9,990,000	\$ 890,000	\$ 269,730	\$ 1,429,460
5/1/38	\$ 9,100,000	\$ -	\$ 245,700	\$ -
11/1/38	\$ 9,100,000	\$ 940,000	\$ 245,700	\$ 1,431,400
5/1/39	\$ 8,160,000	\$ -	\$ 220,320	\$ -
11/1/39	\$ 8,160,000	\$ 990,000	\$ 220,320	\$ 1,430,640
5/1/40	\$ 7,170,000	\$ -	\$ 193,590	\$ -
11/1/40	\$ 7,170,000	\$ 1,045,000	\$ 193,590	\$ 1,432,180
5/1/41	\$ 6,125,000	\$ -	\$ 165,375	\$ -
11/1/41	\$ 6,125,000	\$ 1,100,000	\$ 165,375	\$ 1,430,750
5/1/42	\$ 5,025,000	\$ -	\$ 135,675	\$ -
11/1/42	\$ 5,025,000	\$ 1,160,000	\$ 135,675	\$ 1,431,350
5/1/43	\$ 3,865,000	\$ -	\$ 104,355	\$ -
11/1/43	\$ 3,865,000	\$ 1,220,000	\$ 104,355	\$ 1,428,710
5/1/44	\$ 2,645,000	\$ -	\$ 71,415	\$ -
11/1/44	\$ 2,645,000	\$ 1,290,000	\$ 71,415	\$ 1,432,830
5/1/45	\$ 1,355,000	\$ -	\$ 36,585	\$ -
11/1/45	\$ 1,355,000	\$ 1,355,000	\$ 36,585	\$ 1,428,170
<b>Totals</b>		<b>\$ 17,840,000</b>	<b>\$ 12,208,266</b>	<b>\$ 30,048,266</b>



**Shingle Creek**  
**Community Development District**  
**Proposed Budget**  
**FY2026**  
**Debt Service Fund**  
**Series 2019**

	Adopted Budget FY2025	Actual Thru 2/28/25	Projected Next 7 Months	Total Projected 9/30/25	Proposed Budget FY2026
<b>Revenues:</b>					
Special Assessments	\$ 1,133,601	\$ 1,012,461	\$ 121,140	\$ 1,133,601	\$ 1,133,601
Interest	48,000	23,957	30,100	54,057	48,000
Carry Forward Surplus*	592,093	613,698	-	613,698	664,318
<b>Total Revenues</b>	<b>\$ 1,773,694</b>	<b>\$ 1,650,115</b>	<b>\$ 151,240</b>	<b>\$ 1,801,355</b>	<b>\$ 1,845,918</b>
<b>Expenditures:</b>					
<b>Series 2019</b>					
Interest - 11/01	\$ 391,019	\$ 391,019	\$ -	\$ 391,019	\$ 383,919
Principal - 05/01	355,000	-	355,000	355,000	370,000
Interest - 05/01	391,019	-	391,019	391,019	383,919
<b>Total Expenditures</b>	<b>\$ 1,137,038</b>	<b>\$ 391,019</b>	<b>\$ 746,019</b>	<b>\$ 1,137,038</b>	<b>\$ 1,137,838</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 636,656</b>	<b>\$ 1,259,097</b>	<b>\$ (594,779)</b>	<b>\$ 664,318</b>	<b>\$ 708,081</b>

\*Less Reserve amount.

Interest - 11/1/2026	<u>\$376,519</u>
<b>Total</b>	<u><u>\$376,519</u></u>
Net Assessment	\$1,133,601
Collection Cost (6%)	<u>\$72,357</u>
<b>Gross Assessment</b>	<u><u>\$1,205,958</u></u>

Property Type	Units	Gross Per Unit	Gross Total
Single Family	387	\$1,691	\$654,436
Townhome	213	\$1,057	\$225,122
Condo	384	\$850	\$326,400
<b>Total</b>	<b>984</b>		<b>\$1,205,958</b>

**Shingle Creek Community Development District**  
**Series 2019, Special Assessment Bonds**  
**(Term Bonds Combined)**

**Amortization Schedule**

<b>Date</b>	<b>Balance</b>	<b>Principal</b>	<b>Interest</b>	<b>Annual</b>
5/1/25	\$ 16,300,000	\$ 355,000	\$ 391,019	\$ -
11/1/25	\$ 15,945,000	\$ -	\$ 383,919	\$ 1,129,938
5/1/26	\$ 15,945,000	\$ 370,000	\$ 383,919	\$ -
11/1/26	\$ 15,575,000	\$ -	\$ 376,519	\$ 1,130,438
5/1/27	\$ 15,575,000	\$ 385,000	\$ 376,519	\$ -
11/1/27	\$ 15,190,000	\$ -	\$ 368,819	\$ 1,130,338
5/1/28	\$ 15,190,000	\$ 400,000	\$ 368,819	\$ -
11/1/28	\$ 14,790,000	\$ -	\$ 360,819	\$ 1,129,638
5/1/29	\$ 14,790,000	\$ 420,000	\$ 360,819	\$ -
11/1/29	\$ 14,370,000	\$ -	\$ 352,419	\$ 1,133,238
5/1/30	\$ 14,370,000	\$ 435,000	\$ 352,419	\$ -
11/1/30	\$ 13,935,000	\$ -	\$ 342,088	\$ 1,129,506
5/1/31	\$ 13,935,000	\$ 460,000	\$ 342,088	\$ -
11/1/31	\$ 13,475,000	\$ -	\$ 331,163	\$ 1,133,250
5/1/32	\$ 13,475,000	\$ 480,000	\$ 331,163	\$ -
11/1/32	\$ 12,995,000	\$ -	\$ 319,763	\$ 1,130,925
5/1/33	\$ 12,995,000	\$ 505,000	\$ 319,763	\$ -
11/1/33	\$ 12,490,000	\$ -	\$ 307,769	\$ 1,132,531
5/1/34	\$ 12,490,000	\$ 530,000	\$ 307,769	\$ -
11/1/34	\$ 11,960,000	\$ -	\$ 295,181	\$ 1,132,950
5/1/35	\$ 11,960,000	\$ 555,000	\$ 295,181	\$ -
11/1/35	\$ 11,405,000	\$ -	\$ 282,000	\$ 1,132,181
5/1/36	\$ 11,405,000	\$ 580,000	\$ 282,000	\$ -
11/1/36	\$ 10,825,000	\$ -	\$ 268,225	\$ 1,130,225
5/1/37	\$ 10,825,000	\$ 610,000	\$ 268,225	\$ -
11/1/37	\$ 10,215,000	\$ -	\$ 253,738	\$ 1,131,963
5/1/38	\$ 10,215,000	\$ 640,000	\$ 253,738	\$ -
11/1/38	\$ 9,575,000	\$ -	\$ 238,538	\$ 1,132,275
5/1/39	\$ 9,575,000	\$ 670,000	\$ 238,538	\$ -
11/1/39	\$ 8,905,000	\$ -	\$ 222,625	\$ 1,131,163
5/1/40	\$ 8,905,000	\$ 705,000	\$ 222,625	\$ -
11/1/40	\$ 8,200,000	\$ -	\$ 205,000	\$ 1,132,625
5/1/41	\$ 8,200,000	\$ 740,000	\$ 205,000	\$ -
11/1/41	\$ 7,460,000	\$ -	\$ 186,500	\$ 1,131,500
5/1/42	\$ 7,460,000	\$ 775,000	\$ 186,500	\$ -
11/1/42	\$ 6,685,000	\$ -	\$ 167,125	\$ 1,128,625
5/1/43	\$ 6,685,000	\$ 815,000	\$ 167,125	\$ -
11/1/43	\$ 5,870,000	\$ -	\$ 146,750	\$ 1,128,875
5/1/44	\$ 5,870,000	\$ 860,000	\$ 146,750	\$ -
11/1/44	\$ 5,010,000	\$ -	\$ 125,250	\$ 1,132,000
5/1/45	\$ 5,010,000	\$ 905,000	\$ 125,250	\$ -
11/1/45	\$ 4,105,000	\$ -	\$ 102,625	\$ 1,132,875
5/1/46	\$ 4,105,000	\$ 950,000	\$ 102,625	\$ -
11/1/46	\$ 3,155,000	\$ -	\$ 78,875	\$ 1,131,500
5/1/47	\$ 3,155,000	\$ 1,000,000	\$ 78,875	\$ -
11/1/47	\$ 2,155,000	\$ -	\$ 53,875	\$ 1,132,750
5/1/48	\$ 2,155,000	\$ 1,050,000	\$ 53,875	\$ -
11/1/48	\$ 1,105,000	\$ -	\$ 27,625	\$ 1,131,500
5/1/49	\$ 1,105,000	\$ 1,105,000	\$ 27,625	\$ 1,132,625
<b>Totals</b>		<b>\$ 16,300,000</b>	<b>\$ 11,985,431</b>	<b>\$ 28,285,431</b>

# SECTION VI

**RESOLUTION 2025-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING THE CONVEYANCE OF REAL PROPERTY AND IMPROVEMENTS FROM LEN OT HOLDINGS, LLC TO THE SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT; AUTHORIZING DISTRICT STAFF AND THE CHAIRMAN TO REVIEW, EXECUTE AND ACCEPT ALL DOCUMENTS TO EFFECTUATE SUCH CONVEYANCE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Shingle Creek Community Development District (the “District”) is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”), for the purpose of, among other things, financing and managing the acquisition, construction, maintenance and operation of certain infrastructure within and without the boundaries of the premises to be governed by the District;

**WHEREAS**, the District has the authority, generally under the Act, and specifically under Section 190.012, *Florida Statutes*, to acquire real property and improvements for, among other things, the purposes of operating and maintaining systems, facilities, and basic infrastructure within the District;

**WHEREAS**, the District has the authority, generally under Florida Law and the Act, and specifically under Section 190.011(7)(a), *Florida Statutes*, to acquire, dispose of any real property, dedications or platted reservations in any manner so long as it is in the best interest of the District;

**WHEREAS**, LEN OT HOLDINGS, LLC, a Florida limited liability company (hereinafter “LEN”), has requested the transfer and acceptance of real property and infrastructure improvements, as more particularly described in the Special Warranty Deed, Bills of Sale Absolute and Agreement, Agreement Regarding Taxes, Owner’s Affidavit and Certificate of District Engineer, attached hereto as Exhibit “A” (the “Conveyance Documents”);

**WHEREAS**, the District Counsel and the District Manager have reviewed the Conveyance Documents and the District Engineer has also reviewed the conveyances and has provided a Certificate of District Engineer for each conveyance, attached hereto as part of Exhibit “A,” to evidence compliance with the requirements of the District for approving and accepting the conveyances.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the District (the “Board”), as follows:

1. Incorporation of Recitals. The above recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. Approval of Acquisition and Transfer of the Real Property and Improvements. The Board hereby approves the transfer and acceptance of the real property and improvements described in Exhibit "A," from LEN to the District, and approves and accepts the documents evidencing such conveyances in Exhibit "A."

3. Authorization of District Staff. The Chairman, the Vice Chairman, the Secretary, any Assistant Secretary and the District Manager of the District, and any authorized designee thereof (collectively, the "District Officers"), District Counsel, and the District Engineer are hereby authorized and directed to take all actions necessary or desirable in connection with the conveyance of the real property and improvements described in Exhibit "A," and all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions contemplated by this Resolution.

4. Ratification of Prior Actions. All actions taken to date by the District Officers, District Manager, District Counsel, District Engineer, are hereby ratified and authorized on behalf of the District.

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

6. Effective Date. This Resolution shall take effect immediately upon its adoption.

*[Continues on the Following Pages]*

**PASSED** in public meeting of the Board of Supervisors of the Shingle Creek Community Development District, this 7th day of April, 2025.

**SHINGLE CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

Attest:

\_\_\_\_\_  
Print: \_\_\_\_\_  
Secretary/Asst. Secretary

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**

**CONVEYANCE DOCUMENTS**

1. Special Warranty Deed
2. Bill of Sale Absolute and Agreement to the District
3. Owner's Affidavit
4. Agreement Regarding Taxes
5. Certificate of District Engineer
6. Affidavit Regarding Human Trafficking

**THIS INSTRUMENT PREPARED BY  
AND TO BE RETURNED TO:**

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

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** made as of this \_\_\_\_ day of April, 2025 by **LEN OT HOLDINGS, LLC**, a Florida limited liability company (the “Grantor”), whose principal address is 6675 Westwood Blvd, 5th Floor, Orlando, Florida 32821 to **SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the “Grantee”), whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801.

(Whenever used herein the terms “Grantor” and “Grantee” include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations).

That the Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Osceola County, Florida, more particularly described as follows (the “Property”).

**SEE EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN  
BY REFERENCE.**

**TOGETHER WITH** all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND** the Grantor does hereby covenant with Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey this land; that the Grantor hereby warrants that title to the land is free from all encumbrances except for restrictions, covenants, conditions, easements and other matters of record (provided, however, that reference thereto shall not serve to re-impose same) and taxes for the year 2025 and subsequent years, and that the Grantor will defend title to the land against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

NOTE TO RECORDER: This deed is a conveyance of unencumbered property for no consideration and is exempt from documentary stamp tax pursuant to Florida Administrative Code Rule 12B-4.014(2)(b). Minimum documentary stamp tax of \$0.70 is being paid herein.

*[SIGNATURES ON FOLLOWING PAGE]*



**IN WITNESS WHEREOF**, the said Grantor has caused these presents to be executed in its name, the day and year first above written.

Signed, sealed and delivered in our presence:

**“GRANTOR”**

**LEN OT HOLDING, LLC**, a Florida limited liability company

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)  
Address: 6675 Westwood Blvd., 5<sup>th</sup> Floor  
Orlando, Florida 32821

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

Print: Mark McDonald

Title: Vice President

Address: 6675 Westwood Blvd., 5<sup>th</sup> Floor  
Orlando, Florida 32821

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)  
Address: 6675 Westwood Blvd., 5<sup>th</sup> Floor  
Orlando, Florida 32821

**STATE OF FLORIDA  
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of April, 2025, by Mark McDonald, as Vice President of **LEN OT HOLDINGS, LLC**, a Florida limited liability company, on behalf of the limited liability 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"**

**Description of the Property**

Tract RW2, according to the STOREY LAKE plat, as recorded in Plat Book 23, Page 150, Public Records of Osceola County, Florida.

Tract LA2, according to the STOREY LAKE plat, as recorded in Plat Book 23, Page 150, Public Records of Osceola County, Florida.

**BILL OF SALE ABSOLUTE AND AGREEMENT**

Shingle Creek Community Development District

**THIS BILL OF SALE ABSOLUTE AND AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of April, 2025, by and between **SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the “District”), a Florida community development district created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and **LEN OT HOLDINGS, LLC**, a Florida limited liability company (hereinafter referred to as “Developer”), whose principal address is 6675 Westwood Blvd., 5<sup>th</sup> Floor, Orlando, Florida 32821, and

**RECITALS**

**WHEREAS**, Developer owns certain improvements, equipment and personal property located within the boundaries of the District, and the extent, nature and location of such improvements and equipment is more fully set forth in Exhibit “A” attached hereto (collectively, the “Improvements”);

**WHEREAS**, both Developer and the District find it to be in the best interest of both parties for the District to perpetually own, operate and maintain the Improvements, as the District may deem reasonable or appropriate, within its sole discretion, for the benefit of the District;

**WHEREAS**, Developer desires to convey the Improvements to the District to allow such perpetual ownership, operation and maintenance, and the District desires to accept such ownership, operation and maintenance.

**NOW, THEREFORE**, the parties hereto hereby agree to and acknowledge the following:

1. The above recitals are true and correct and are hereby incorporated into this Agreement.

2. **KNOW ALL MEN BY THESE PRESENTS** that Developer, of the County of Osceola and the State of Florida, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States, to it paid by the District, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the District, its executors, administrators and assigns, and the District hereby accepts, all of Developer’s right, title and interest in and to the Improvements, to have and to hold the same unto the District, its executors, administrators and assigns forever, and the District hereby accepts, all of the Developer’s right, title and interest in and to the Improvements, to have and to hold the same unto the District, its executors, administrators and assigns forever, together with all of the Developer’s right and title to any and all contracts, warranties, guarantees, permits, approvals and similar rights in favor of or which may have accrued to the Developer from any and all persons, firms, agencies or corporations who have performed work or labor or supplied goods, materials or services to or for the benefit of or comprising any part of the Improvements to the extent they are assignable, together with any related documents, materials, data, letters, and

agreements, to have and to hold unto District, its successors and assigns, to and for its or their use, forever.

3. Developer agrees that any of the above-referenced contracts, warranties, permits, approvals and guarantees which are not assignable by their terms or in respect of which consents to their assignment are required but are not available, shall be held in trust for the District by the Developer (and, if required, performed by the Developer on behalf of the District) and all benefits derived thereunder shall be for the benefit of the District.

4. The Developer represents and warrants to the District that the Developer has good and lawful right, title and interest in the Improvements and that the Improvements is free and clear of any and all liens or encumbrances, that the Improvements are in good working conditions, and as of the date hereof, there are no defaults or violations of the terms and conditions of any contracts, warranties, permits, approvals and guarantees.

5. The above recitals are true and correct and are incorporated herein by reference.

6. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

***[SIGNATURES APPEAR ON THE FOLLOWING PAGES]***

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed in their respective names, by their proper officer thereunto duly authorized, as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**LEN OT HOLDINGS, LLC**, a Florida limited  
liability company

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Printed Name

Print: Mark McDonald

\_\_\_\_\_  
Witness

Title: Vice President

\_\_\_\_\_  
Printed Name

**STATE OF FLORIDA  
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of April 2025, by Mark McDonald as Vice President of **LEN OT HOLDINGS, LLC**, a Florida limited liability company, on behalf of the limited liability company. Said person is [ ] personally known to me or [ ] has produced \_\_\_\_\_ as identification.

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

**COUNTERPART SIGNATURE PAGE TO BILL OF SALE**  
Shingle Creek Community Development District

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

ATTEST:

By: \_\_\_\_\_  
Secretary/Asst. Secretary

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

Print: Adam Morgan

Title: Chairman

**STATE OF FLORIDA  
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of April, 2025, by Adam Morgan, as Chairman of the Board of Supervisors of the **SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, on its behalf. Said person is [ ] personally known to me or [ ] has produced \_\_\_\_\_ as identification.

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

**EXHIBIT "A"**

**LIST AND DESCRIPTION OF IMPROVEMENTS & EQUIPMENT**

1. Stormwater Improvements
2. Landscape and Hardscape
3. Master Signage, Trails and Street Trees
4. Professional Fees – Surveys, Plats and Plans

**The foregoing Improvements are located on the following real property tracts:**

Tract RW2, according to the STOREY LAKE plat, as recorded in Plat Book 23, Page 150, Public Records of Osceola County, Florida.

Tract LA2, according to the STOREY LAKE plat, as recorded in Plat Book 23, Page 150, Public Records of Osceola County, Florida.

**OWNER'S AFFIDAVIT**

Shingle Creek Community Development District

**STATE OF FLORIDA  
COUNTY OF ORANGE**

**BEFORE ME**, the undersigned authority, personally appeared Mark McDonald (“Affiant”) as Vice President Of Len OT Holdings, LLC, a Florida limited liability company, authorized to do business in Florida, whose principal address is 6675 Westwood Blvd, 5th Floor, Orlando, Florida 32821 (the “Owner”), who being first duly sworn on oath says:

1. That Affiant knows of his own knowledge that the Owner is the fee simple title holder to certain lands located in Osceola County, Florida (the “Property”) and of certain infrastructure improvements located within the boundary of the Shingle Creek Community Development District (the “Improvements”), as more particularly described on Exhibit “A” attached hereto, and that Affiant is the Vice President of the Owner, is making this Affidavit in that capacity only, and that no recourse shall be made against Affiant individually.

2. That the Property and Improvements, as described in the Special Warranty Deed and Bill of Sale Absolute and Agreement, dated as of the date hereof, are free and clear of all liens and encumbrances except for those encumbrances and matters affecting title included in the following plats: (1) Storey Lake plat, as recorded in Plat Book 23, Page 150, of the Official Records of Osceola County, Florida(the “Plat”). The District can rely on the Property and Improvements being capable of being used for the purposes intended.

3. That Affiant knows of no facts by reason of which the title to, or possession of, the Property and Improvements might be disputed or questioned, or by reason of which any claim to any part of the Property and Improvements might be asserted adversely to Owner.

4. That there have been no liens filed against the Property or the Improvements as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge, nor any unpaid bills of any nature as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge either for services of any architect, engineer, or surveyor, or for labor or material that may have been placed on the Property or Improvements, either in the construction or repair of the Improvements, or otherwise in connection with the Property which bills may have been incurred during the last ninety (90) days.

5. That no proceedings in bankruptcy or receivership have ever been instituted by or against the Owner, nor has Owner ever made an assignment for the benefit of its creditors.

6. That Affiant knows of no action or proceeding relating to the Property or Improvements which is now pending in any state or federal court in the United States affecting the Property, nor does Affiant know of any state or federal judgment or any federal lien of any kind or nature that now constitutes a lien or charge upon the Property or Improvements.



7. That, except as set forth in the Plat, Affiant knows of no unrecorded easements, liens, or assessments for sanitary sewers, streets, roadways, paving, other public utilities or improvements against the Property, nor are there any special assessments or taxes which are not shown as existing liens by the public records.

8. That this Affidavit is given for the purposes of inducing the Shingle Creek Community Development District (the "District"), a Florida community development district and local unit of special-purpose government, to accept the Owner's conveyance of the Property and Improvements to the District; the Property and Improvements are in a condition that allows the District to use the Property and Improvements for their intended use.

9. That there are no matters pending against Owner that could give rise to any lien(s) that could attach to the Property or the Improvements between the effective date of the Plat and the recording of the deed of conveyance, and that Affiant shall not execute nor permit the execution or recording of any instruments that would adversely affect title of the Property or the ownership of the Improvements.

10. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the District and Latham, Luna, Eden & Beaudine, LLP ("LLEB"), that withholding of tax is not required upon the disposition of a U.S. real property interest by Owner, Owner hereby swears, affirms and certifies the following to District and LLEB that Owner: (i) is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); (ii) is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii); (iii) is not a non-resident alien (as such term is defined in the Internal Revenue Code and Income Tax Regulations) for the purposes of U.S. income taxation; (iv) has an EIN/Federal Tax Identification Number of 90-0980394; (v) has a mailing address of 5505 Waterford District Drive, Miami, Florida 33126. Affiant understands that this certification may be disclosed to the Internal Revenue Service by Owner and that any false statement contained herein could be punished by fine, imprisonment, or both. Affiant understands that the District and LLEB are relying on this certification in determining whether withholding is required upon said transfer.

11. That Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has read the full facts set forth in this Affidavit and understands its content and context to be correct in all respects.

*[SIGNATURES ON FOLLOWING PAGE]*

**FURTHER AFFIANT SAYETH NAUGHT.**

**DATED:** \_\_\_\_\_, **2025**

Signed, sealed and delivered in our presence:

**LEN OT HOLDINGS LLC**, a Florida  
limited liability company

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

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

Print: Mark McDonald

Title: Vice President

**STATE OF FLORIDA**

**COUNTY OF ORANGE**

Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of April, 2025, by Mark McDonald, as Vice President of **LEN OT HOLDINGS, LLC**, a Florida limited liability company. He has produced \_\_\_\_\_ as identification or is personally known to me.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

My Commission No.: \_\_\_\_\_

**EXHIBIT "A"**

**DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS**

**PROPERTY**

Tract RW2, according to the STOREY LAKE plat, as recorded in Plat Book 23, Page 150, Public Records of Osceola County, Florida.

Tract LA2, according to the STOREY LAKE plat, as recorded in Plat Book 23, Page 150, Public Records of Osceola County, Florida.

**IMPROVEMENTS**

1. Stormwater Improvements
2. Landscape and Hardscape
3. Master Signage, Trails and Street Trees
4. Professional Fees – Surveys, Plats and Plans

**AGREEMENT REGARDING TAXES**

Shingle Creek Community Development District

**THIS AGREEMENT REGARDING TAXES** (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between **LEN OT HOLDINGS, LLC**, a Florida limited liability company, whose principal address is 6675 Westwood Blvd., 5<sup>th</sup> Floor, Orlando, Florida 32821 (the “Developer”), and **SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the “District”).

**WITNESSETH**

**WHEREAS**, Developer is the owner and developer of certain real property located within the boundaries of the District, as such property is described on Exhibit “A” attached hereto and incorporated herein (the “Property”);

**WHEREAS**, Developer is the owner and developer of infrastructure improvements and personal property, made in, on, over, under and through the Property and the land owned by the District, as described on Exhibit “A” attached hereto and incorporated herein (the “Improvements”);

**WHEREAS**, the District is a Florida community development district and local unit of special-purpose government created pursuant to Chapter 190, *Florida Statutes*;

**WHEREAS**, as part of the ongoing development activities within the boundaries of the District, Developer has, simultaneously with the execution of this Agreement, conveyed the Property and the Improvements to the District by Special Warranty Deed and Bill of Sale Absolute and Agreement;

**WHEREAS**, all or a substantial portion of real property already owned by the District is either exempt from ad-valorem taxes or has been given a minimal valuation by the Osceola County Property Appraiser because of the District’s status as a governmental entity; and

**WHEREAS**, in conjunction with the conveyance of the Property and Improvements from Developer to District, Developer and District are desirous of setting forth in this Agreement their respective responsibilities with regard to applicable ad-valorem taxes and assessments on the Property.

**NOW, THEREFORE**, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable considerations, paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. Developer hereby represents that all ad-valorem taxes and assessments relating to the Property, or any portion thereof, for tax year 2024 and all prior years have been paid in full.

3. Developer hereby agrees to pay in full, and prior to their becoming delinquent, any and all ad-valorem taxes and assessments, if any, levied on the Property for the tax year 2025.

4. Subsequent to the District's acceptance of the Property and Improvements, and only in the event the Property is not conveyed to another governmental entity, the District shall endeavor to either obtain an exemption from ad-valorem taxes pertaining to the Property or, in the alternative, shall seek a minimal valuation of the Property, from the Osceola County Property Appraiser and, subsequent to tax year 2025, Developer shall have no further responsibility with regard to ad-valorem taxes or assessments levied against the Property and/or Improvements, as applicable.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, all as of the date first set forth above.

[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE TO AGREEMENT REGARDING TAXES**  
Shingle Creek Community Development District

**WITNESSES:**

**LEN OT HOLDINGS, LLC**, a Florida limited liability company

X \_\_\_\_\_

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

Print: \_\_\_\_\_

Print: Mark McDonald

X \_\_\_\_\_

Title: Vice President

Print: \_\_\_\_\_

**SIGNATURE PAGE TO AGREEMENT REGARDING TAXES**  
Shingle Creek Community Development District

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

**ATTEST**

X \_\_\_\_\_

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

Print: \_\_\_\_\_  
Secretary/Asst. Secretary

Print: Adam Morgan  
Title: Chairman

**EXHIBIT “A”**

**DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS**

**PROPERTY**

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Tract LA2, according to the STOREY LAKE plat, as recorded in Plat Book 23, Page 150, Public Records of Osceola County, Florida.

**IMPROVEMENTS**

1. Stormwater Improvements
2. Landscape and Hardscape
3. Master Signage, Trails and Street Trees
4. Professional Fees – Surveys, Plats and Plans



**CERTIFICATE OF DISTRICT ENGINEER**  
Shingle Creek Community Development District

I, **David A. Reid, P.E.**, as a professional engineer of Madden, Moorhead & Stokes, LLC, a Tennessee limited liability company, licensed to provide professional services to the public in the State of Florida under Florida Certificate of Authorization No. 38794, with offices located at 431 Horatio Ave., Suite 260, Maitland, Florida 32751 (“Madden”), hereby acknowledge and certify the following, to the best of my knowledge, information and belief, to be true and correct in all respects:

1. That I, through Madden, currently serve as District Engineer to the Shingle Creek Community Development District (the “District”).

2. That the District proposes to accept from Len OT Holdings, LLC, a Florida limited liability company (“Developer”), for ownership, operation and maintenance, certain real property described in Exhibit “A” attached hereto and incorporated herein (collectively, the “Property”), plus infrastructure improvements and personal property, made in, on, over, under and through land located within the boundary of the District, as described more completely in Exhibit “A” attached hereto and incorporated herein (collectively, the “Improvements”). Any real property being conveyed to the District is being transferred at only nominal cost to the District, so no review of an appraisal or similar documentation to reasonableness of purchase price or other valuation is required or being rendered.

3. That this certification (the “Certification”) is provided in conjunction with, and in support of, the District’s approval of the conveyance of the Property and Improvements from the Developer to the District and the District’s acceptance of such Property and Improvements. The District will rely on this Certification for such purposes.

4. That the Improvements were constructed, installed, and/or completed, as appropriate, in accordance with known plans, specifications, contracts and permits required and/or approved by any known governmental authorities, as applicable. I have reviewed the actual cost of the Improvements built or constructed by or at the direction of the Developer and the District is paying no more than the actual cost incurred, or the current value thereof, whichever is less. The Property and Improvements are in a condition acceptable for acceptance by the District and such conveyance is consistent with the development plans for the District.

5. That the Improvements are properly permitted by the appropriate governmental entities, and that copies of the applicable plans, specifications and permits relating to the Improvements, if any, that have actually been provided to Osceola Engineering are being held by Madden as records of the District on its behalf.

6. That the actual cost of the Improvements built or constructed by or at the direction of the Developer, and the District shall pay no more than the actual cost incurred, or the current value thereof, whichever is less, as determined by the District Engineer.

**SIGNATURE PAGE TO CERTIFICATE OF DISTRICT ENGINEER**

Shingle Creek Community Development District

**DATED:** \_\_\_\_\_, 2025

Witness: \_\_\_\_\_

Print: \_\_\_\_\_

\_\_\_\_\_  
**David A. Reid, P.E.**

State of Florida License No.: **38794**

on behalf of the company,

Madden, Moorhead & Stokes, LLC

Witness: \_\_\_\_\_

Print: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of April, 2025 by **DAVID A. REID** of Madden, Moorhead & Stokes, LLC, a Tennessee limited liability company authorized to transact business in Florida, on behalf of said corporation. Said person is  personally known to me or  has produced a valid driver's license as identification.

\_\_\_\_\_  
Notary Public; State of Florida

(SEAL)

Print Name: \_\_\_\_\_

Comm. Exp.: \_\_\_\_\_

Comm. No.: \_\_\_\_\_

**EXHIBIT "A"**

**DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS**

**PROPERTY**

Tract RW2, according to the STOREY LAKE plat, as recorded in Plat Book 23, Page 150, Public Records of Osceola County, Florida.

Tract LA2, according to the STOREY LAKE plat, as recorded in Plat Book 23, Page 150, Public Records of Osceola County, Florida.

**IMPROVEMENTS**

1. Stormwater Improvements
2. Landscape and Hardscape
3. Master Signage, Trails and Street Trees
4. Professional Fees – Surveys, Plats and Plans

**AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

STATE OF FLORIDA

COUNTY OF ORANGE

In accordance with Section 787.06(13), *Florida Statutes*, the undersigned, on behalf of LEN OT HOLDINGS, LLC (the "Contractor"), hereby attests under penalty of perjury that, the Contractor, to the best of my knowledge and reasonable belief, does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, entitled "Human Trafficking."

The undersigned is authorized to execute this affidavit on behalf of the Contractor.

Date: \_\_\_\_\_, 2025

LEN OT HOLDINGS, LLC

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of LEN OT HOLDINGS, LLC. Said person is (*check one*)  personally known to me or  has produced a valid driver's license as identification.

[Notary Seal]

\_\_\_\_\_

\_\_\_\_\_  
Signature of person taking acknowledgment  
Name (typed, printed or stamped):

Title or Rank: \_\_\_\_\_

Serial number (if any): \_\_\_\_\_

# SECTION VII

Request: Discussion of additional requests from prospective purchaser, including permission for installation of a water utility line through Tract LA-2.



ASPHALT

2' CONCRETE CURB

RV

RV

RV

RV

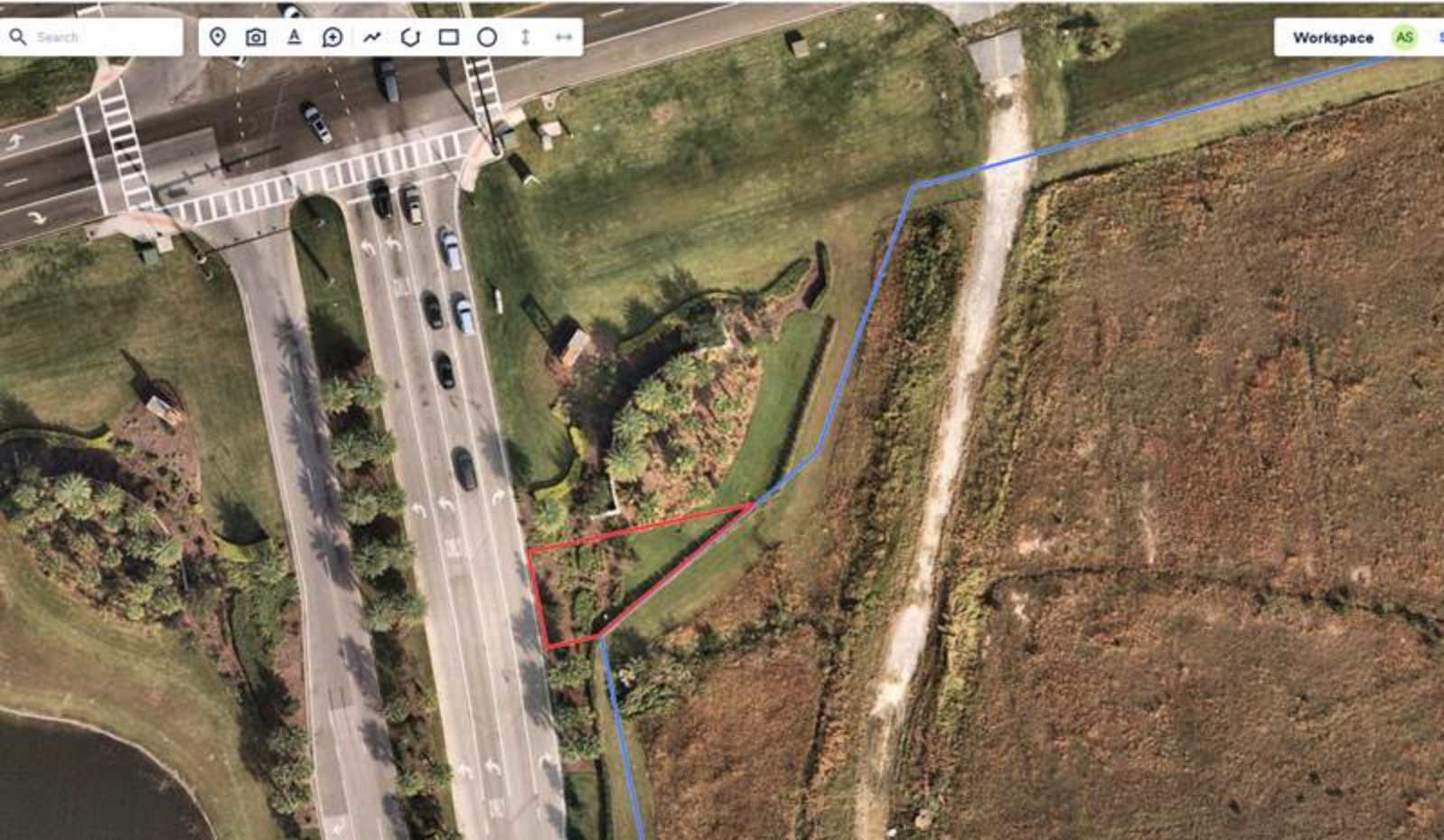
RV

RV

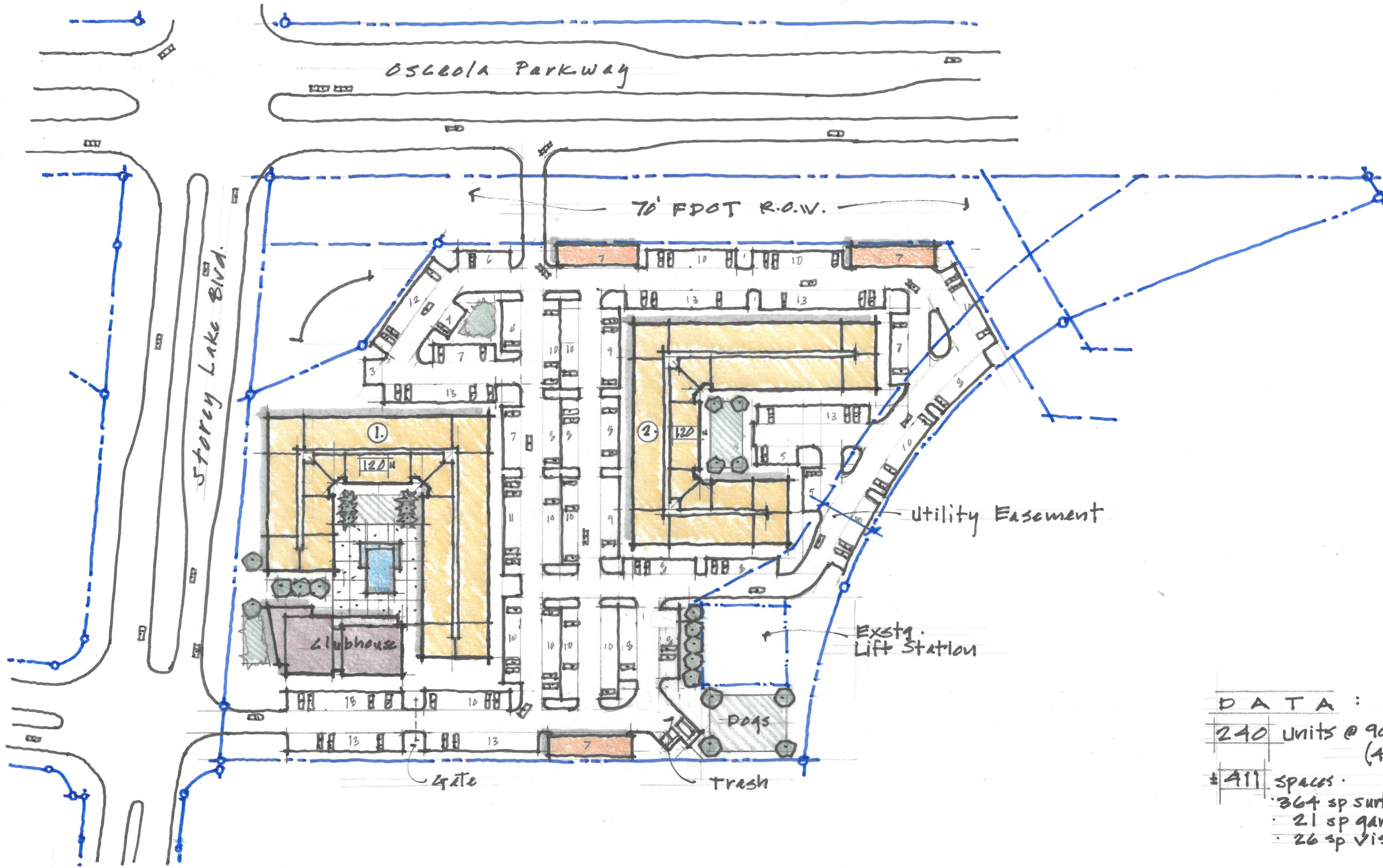
10.0'

TRACT LA2  
STOREY LAKE  
PLAT BOOK 23  
PAGES 150-167







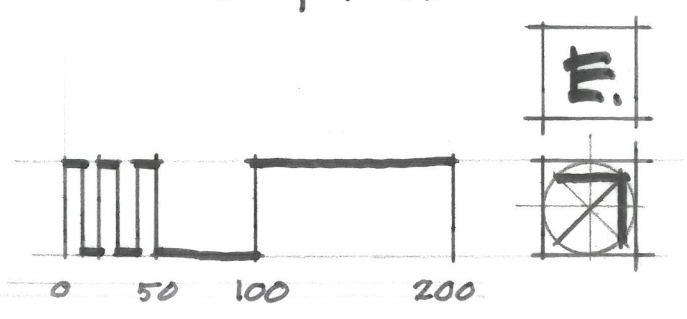


DATA :

240 units @ 900 sf av. unit	(4) story bldgs.
± 411 spaces	
364 sp surface	} 385 sp (1.6 sp/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

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**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 1<sup>st</sup> 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](mailto: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](mailto: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:**

Attest:

SHINGLE CREEK COMMUNITY  
DEVELOPMENT DISTRICT

\_\_\_\_\_  
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 IX

# SECTION C



# SECTION 1

# Shingle Creek

## Community Development District

### Summary of Invoices

January 27, 2025 - March 31, 2025

Fund	Date	Check No.'s	Amount
General Fund			
	2/3/25	981-983	\$ 2,222.98
	2/13/25	984-988	111,615.99
	2/20/25	989	625.50
	2/26/25	990	2,100.00
	3/6/25	991	25,447.10
	3/13/25	992-996	46,825.63
			\$ 188,837.20
Capital Reserve			
	3/20/25	2	\$ 19,980.00
			\$ 19,980.00
Payroll			
	<u>February 2025</u>		
	Adam Morgan	50063	\$ 184.70
	Barry Bichard	50064	\$ 184.70
	Logan Lantrip	50065	\$ 184.70
	Patrick Bonin Jr.	50066	\$ 184.70
			\$ 738.80
<b>TOTAL</b>			<b>\$ 189,576.00</b>

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
2/03/25	00007	9/01/24	100449	202409	320-53800-47000		WATERWAY MNT 11POND SEP24 AQUATIC WEED CONTROL, INC.	*	1,325.00	1,325.00	000981
2/03/25	00043	1/24/25	22434750	202412	310-51300-31100		DRAIN INFO FOR PRCL REV. DEWBERRY ENGINEERS INC	*	675.00	675.00	000982
2/03/25	00015	1/22/25	2018857	202501	310-51300-49200		2024 TAX ROLL ADMIN FEE OSCEOLA COUNTY PROPERTY APPRAISER	*	222.98	222.98	000983
2/13/25	00007	2/01/25	105894	202502	320-53800-47000		WATERWAY MNT 11POND FEB25 AQUATIC WEED CONTROL, INC.	*	1,325.00	1,325.00	000984
2/13/25	00023	2/01/25	131689	202502	320-53800-46200		LANDSCAPE MAINT FEB25 DOWN TO EARTH LAWN CARE II, INC	*	24,092.10	24,092.10	000985
2/13/25	00011	2/01/25	232	202502	310-51300-34000		MANAGEMENT FEES FEB25	*	3,750.00		
		2/01/25	232	202502	310-51300-35200		WEBSITE ADMIN FEB25	*	105.00		
		2/01/25	232	202502	310-51300-35100		INFORMATION TECH FEB25	*	157.50		
		2/01/25	232	202502	310-51300-31300		DISSEMINATION FEE FEB25	*	612.50		
		2/01/25	232	202502	310-51300-51000		OFFICE SUPPLIES	*	.27		
		2/01/25	232	202502	310-51300-42000		POSTAGE	*	16.95		
		2/01/25	232	202502	310-51300-42500		COPIES	*	2.85		
		2/01/25	233	202502	320-53800-12000		FIELD MANAGEMENT FEB25	*	1,460.83		
							GOVERNMENTAL MANAGEMENT SERVICES			6,105.90	000986
2/13/25	00012	2/10/25	02102025	202502	300-20700-10000		FY25 DEBT SRVC SER2015 SHINGLE CREEK CDD C/O REGIONS BANK	*	44,732.29	44,732.29	000987
2/13/25	00012	2/10/25	02102025	202502	300-20700-10100		FY25 DEBT SRVC SER2019 SHINGLE CREEK CDD C/O REGIONS BANK	*	35,360.70	35,360.70	000988

SHIN SHINGLE CREEK TVISCARRA

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
2/20/25	00016	2/17/25	136833	202501	310-51300	31500		SALE OF FUTURE DEV/TASK	*	425.50		
		2/17/25	136834	202411	310-51300	31500		DISBURSE-TITLE COMP/RPTS	*	200.00		
LATHAM LUNA EDEN & BEAUDINE LLP											625.50	000989
2/26/25	00044	2/12/25	2070	202502	320-53800	48300		PRS.WSH-RNDABT/WALLS/MONU	*	2,100.00		
PRESSURE WASH THIS											2,100.00	000990
3/06/25	00023	2/24/25	134058	202502	320-53800	46400		RPLC 50 BRKN POPUPS/NOZZL	*	1,355.00		
		3/01/25	134803	202503	320-53800	46200		LANDSCAPE MAINT MAR25	*	24,092.10		
DOWN TO EARTH LAWNCARE II, INC											25,447.10	000991
3/13/25	00007	3/01/25	107013	202503	320-53800	47000		WATERWAY MNT 11POND MAR25	*	1,325.00		
AQUATIC WEED CONTROL, INC.											1,325.00	000992
3/13/25	00011	3/01/25	234	202503	310-51300	34000		MANAGEMENT FEES MAR25	*	3,750.00		
		3/01/25	234	202503	310-51300	35200		WEBSITE ADMIN MAR25	*	105.00		
		3/01/25	234	202503	310-51300	35100		INFORMATION TECH MAR25	*	157.50		
		3/01/25	234	202503	310-51300	31300		DISEMINATION FEE MAR25	*	612.50		
		3/01/25	234	202503	310-51300	51000		OFFICE SUPPLIES	*	.24		
		3/01/25	234	202503	310-51300	42000		POSTAGE	*	54.76		
		3/01/25	235	202503	320-53800	12000		FIELD MANAGEMENT MAR25	*	1,460.83		
		3/01/25	235A	202501	310-51300	51000		OFFICE DEPOT-W2/1099 ENVL	*	6.64		
		3/01/25	235A	202501	310-51300	42000		USPS-MAIL 941 FORMS	*	1.84		
GOVERNMENTAL MANAGEMENT SERVICES											6,149.31	000993
3/13/25	00016	3/11/25	138014	202502	310-51300	31500		MTG/TSKLST/ADJ.TRACT SALE	*	559.36		
		3/11/25	138015	202502	310-51300	31500		LENNAR CORSPOND-ADJ.TRACT	*	57.00		
LATHAM LUNA EDEN & BEAUDINE LLP											616.36	000994

SHIN SHINGLE CREEK TVISCARRA

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
3/13/25	00012	3/11/25 03112025	202503 300-20700-10000	SHINGLE CREEK CDD C/O REGIONS BANK	*	21,633.65	21,633.65 000995
FY25 DEBT SRVC SER2015							
3/13/25	00012	3/11/25 03112025	202503 300-20700-10100	SHINGLE CREEK CDD C/O REGIONS BANK	*	17,101.31	17,101.31 000996
FY25 DEBT SRVC SER2019							
TOTAL FOR BANK A						188,837.20	
TOTAL FOR REGISTER						188,837.20	

SHIN SHINGLE CREEK TVISCARRA

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
3/20/25	00002	10/07/24 75961	202410 320-53800-60000	TERRY'S ELECTRIC INC.	*	19,980.00	19,980.00 000002
						TOTAL FOR BANK C	19,980.00
						TOTAL FOR REGISTER	19,980.00

# SECTION 2

***Shingle Creek***  
***Community Development District***

***Unaudited Financial Reporting***  
***February 28, 2025***





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**Shingle Creek**  
**Community Development District**  
**Balance Sheet**  
**February 28, 2025**

	<i>General Fund</i>	<i>Capital Reserve Fund</i>	<i>Debt Service Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>				
Cash - Truist Bank	\$ 104,016	\$ 222,487	\$ -	\$ 326,503
Investments:				
Series 2015				
Reserve	-	-	730,731	730,731
Revenue	-	-	1,721,678	1,721,678
Interest	-	-	259	259
Sinking Fund	-	-	256	256
Redemption	-	-	1,819	1,819
Series 2019				
Reserve	-	-	577,753	577,753
Revenue	-	-	1,259,815	1,259,815
Interest	-	-	211	211
Sinking Fund	-	-	1,445	1,445
Redemption	-	-	819	819
Principal	-	-	815	815
Prepaid Expenses	-	-	-	-
State Board of Administration	482,114	656,489	-	1,138,603
Deposits	6,131	-	-	6,131
<b>Total Assets</b>	<b>\$ 592,261</b>	<b>\$ 878,975</b>	<b>\$ 4,295,600</b>	<b>\$ 5,766,836</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 1,980	\$ 19,980	\$ -	\$ 21,960
<b>Total Liabilities</b>	<b>\$ 1,980</b>	<b>\$ 19,980</b>	<b>\$ -</b>	<b>\$ 21,960</b>
<b>Fund Balances:</b>				
Assigned For Debt Service 2015	\$ -	\$ -	\$ 2,454,742	\$ 2,454,742
Assigned For Debt Service 2019	-	-	1,840,858	1,840,858
Unassigned	590,282	-	-	590,282
<b>Total Fund Balances</b>	<b>\$ 590,282</b>	<b>\$ 858,995</b>	<b>\$ 4,295,599.69</b>	<b>\$ 5,744,877</b>
<b>Total Liabilities &amp; Fund Equity</b>	<b>\$ 592,261</b>	<b>\$ 878,975</b>	<b>\$ 4,295,600</b>	<b>\$ 5,766,836</b>

# Shingle Creek

## Community Development District

### General Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending February 28, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/28/25	Thru 02/28/25	Variance
<b>Revenues:</b>				
Special Assessments	\$ 695,074	\$ 620,793	\$ 620,793	\$ -
Interest	12,000	5,000	5,995	995
<b>Total Revenues</b>	<b>\$ 707,074</b>	<b>\$ 625,793</b>	<b>\$ 626,788</b>	<b>\$ 995</b>
<b>Expenditures:</b>				
<b>Administrative:</b>				
Supervisor Fees	\$ 12,000	\$ 5,000	\$ 2,400	\$ 2,600
FICA Expense	918	383	184	199
Engineering Fees	15,000	6,250	1,180	5,070
Attorney	25,000	10,417	5,585	4,832
Arbitrage	1,100	-	-	-
Dissemination	7,350	3,063	3,063	-
Annual Audit	4,900	-	-	-
Trustee Fees	7,000	3,500	3,500	-
Assessment Administration	5,565	5,565	5,565	-
Management Fees	45,000	18,750	18,750	-
Information Technology	1,890	788	788	-
Website Maintenance	1,260	525	525	-
Telephone	200	83	-	83
Postage	500	208	64	144
Printing & Binding	500	208	3	205
Insurance	12,175	12,175	11,843	332
Legal Advertising	2,500	1,042	-	1,042
Other Current Charges	600	250	237	13
Office Supplies	200	83	8	76
Property Appraiser Fee	1,100	223	223	-
Property Taxes	700	700	629	71
Dues, Licenses & Subscriptions	175	175	175	-
<b>Total Administrative:</b>	<b>\$ 145,633</b>	<b>\$ 69,387</b>	<b>\$ 54,720</b>	<b>\$ 14,667</b>
<b>Operations &amp; Maintenance</b>				
Field Services	\$ 17,530	\$ 7,304	\$ 7,304	\$ 0
Property Insurance	19,500	19,500	17,736	1,764
Electric	10,080	4,200	2,996	1,204
Streetlights	107,100	44,625	42,154	2,471
Water & Sewer	22,050	9,188	31,588	(22,400)
Landscape Maintenance	308,285	128,452	120,461	7,992
Landscape Contingency	15,000	6,250	-	6,250
London Creek Ranch Maintenance	32,100	13,375	-	13,375
Lake Maintenance	17,000	7,083	6,625	458
Lake Contingency	1,250	521	-	521
Drainage R&M	2,500	1,042	-	1,042
Irrigation Repairs	25,000	10,417	1,355	9,062
Lighting Maintenance	2,500	1,042	-	1,042
Repairs & Maintenance	10,000	4,167	4,160	7
Pressure Washing	5,000	2,083	2,100	(17)
Contingency	7,500	3,125	-	3,125
Hurricane Expenses	-	-	5,725	(5,725)
<b>Total Operations &amp; Maintenance:</b>	<b>\$ 602,395</b>	<b>\$ 262,373</b>	<b>\$ 242,203</b>	<b>\$ 20,170</b>
<b>Reserves</b>				
Capital Reserve Transfer	\$ 67,235	\$ 67,235	\$ 67,235	\$ -
<b>Total Reserves</b>	<b>\$ 67,235</b>	<b>\$ 67,235</b>	<b>\$ 67,235</b>	<b>\$ -</b>
<b>Total Expenditures</b>	<b>\$ 815,263</b>	<b>\$ 398,995</b>	<b>\$ 364,158</b>	<b>\$ 34,837</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (108,189)</b>		<b>\$ 262,630</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 108,189</b>		<b>\$ 327,651</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 590,282</b>	

# Shingle Creek

## Community Development District

### Capital Reserve

#### Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending February 28, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/28/25	Thru 02/28/25	Variance
<b>Revenues:</b>				
Transfer In	\$ 67,235	\$ 67,235	\$ 67,235	\$ -
Interest	24,000	10,000	12,031	2,031
<b>Total Revenues</b>	<b>\$ 91,235</b>	<b>\$ 77,235</b>	<b>\$ 79,266</b>	<b>\$ 2,031</b>
<b>Expenditures:</b>				
Contingency	\$ 600	\$ 250	\$ 193	\$ 57
Capital Outlay	-	-	19,980	(19,980)
<b>Total Expenditures</b>	<b>\$ 600</b>	<b>\$ 250</b>	<b>\$ 20,173</b>	<b>\$ (19,980)</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 90,635</b>	<b>\$ 76,985</b>	<b>\$ 59,093</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 745,959</b>		<b>\$ 799,902</b>	
<b>Fund Balance - Ending</b>	<b>\$ 836,594</b>		<b>\$ 858,995</b>	

# Shingle Creek

## Community Development District

### Debt Service Fund - Series 2015

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

#### For The Period Ending February 28, 2025

	Adopted	Prorated Budget	Actual	Variance
	Budget	Thru 02/28/25	Thru 02/28/25	
<b>Revenues:</b>				
Special Assessments	\$ 1,434,037	\$ 1,280,791	\$ 1,280,791	\$ -
Interest	60,000	25,000	36,424	11,424
<b>Total Revenues</b>	<b>\$ 1,494,037</b>	<b>\$ 1,305,791</b>	<b>\$ 1,317,215</b>	<b>\$ 11,424</b>
<b>Expenditures:</b>				
<b>Series 2015</b>				
Interest - 11/01	\$ 479,930	\$ 479,930	\$ 479,930	\$ -
Principal - 11/01	470,000	470,000	470,000	-
Interest - 05/01	469,355	-	-	-
<b>Total Expenditures</b>	<b>\$ 1,419,285</b>	<b>\$ 949,930</b>	<b>\$ 949,930</b>	<b>\$ -</b>
<b>Other Sources/(Uses)</b>				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 74,752</b>		<b>\$ 367,285</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 1,313,241</b>		<b>\$ 2,087,457</b>	
<b>Fund Balance - Ending</b>	<b>\$ 1,387,993</b>		<b>\$ 2,454,742</b>	

# Shingle Creek

## Community Development District

### Debt Service Fund - Series 2019

#### Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending February 28, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/28/25	Thru 02/28/25	Variance
<b>Revenues:</b>				
Special Assessments	\$ 1,133,601	\$ 1,012,461	\$ 1,012,461	\$ -
Interest	48,000	20,000	23,957	3,957
<b>Total Revenues</b>	<b>\$ 1,181,601</b>	<b>\$ 1,032,461</b>	<b>\$ 1,036,417</b>	<b>\$ 3,957</b>
<b>Expenditures:</b>				
<b>Series 2019</b>				
Interest - 11/01	\$ 391,019	\$ 391,019	\$ 391,019	\$ -
Principal - 05/01	355,000	-	-	-
Interest - 05/01	391,019	-	-	-
<b>Total Expenditures</b>	<b>\$ 1,137,038</b>	<b>\$ 391,019</b>	<b>\$ 391,019</b>	<b>\$ -</b>
<b>Other Sources/(Uses)</b>				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 44,563</b>		<b>\$ 645,399</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 592,093</b>		<b>\$ 1,195,459</b>	
<b>Fund Balance - Ending</b>	<b>\$ 636,656</b>		<b>\$ 1,840,858</b>	

**Shingle Creek**  
Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
<b>Revenues:</b>													
Special Assessments	\$ -	\$ 92,499	\$ 483,701	\$ 23,421	\$ 21,172	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 620,793
Interest	796	620	1,050	1,857	1,671	-	-	-	-	-	-	-	5,995
<b>Total Revenues</b>	<b>\$ 796</b>	<b>\$ 93,119</b>	<b>\$ 484,751</b>	<b>\$ 25,278</b>	<b>\$ 22,843</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 626,788</b>
<b>Expenditures:</b>													
<b>Administrative:</b>													
Supervisor Fees	\$ 800	\$ -	\$ 800	\$ -	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,400
FICA Expense	61	-	61	-	61	-	-	-	-	-	-	-	184
Engineering Fees	505	-	675	-	-	-	-	-	-	-	-	-	1,180
Attorney	3,945	200	398	426	616	-	-	-	-	-	-	-	5,585
Arbitrage	-	-	-	-	-	-	-	-	-	-	-	-	-
Dissemination	613	613	613	613	613	-	-	-	-	-	-	-	3,063
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	-	-	3,500	-	-	-	-	-	-	-	-	-	3,500
Assessment Administration	5,565	-	-	-	-	-	-	-	-	-	-	-	5,565
Management Fees	3,750	3,750	3,750	3,750	3,750	-	-	-	-	-	-	-	18,750
Information Technology	158	158	158	158	158	-	-	-	-	-	-	-	788
Website Maintenance	105	105	105	105	105	-	-	-	-	-	-	-	525
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage	13	15	14	6	17	-	-	-	-	-	-	-	64
Printing & Binding	-	-	-	-	3	-	-	-	-	-	-	-	3
Insurance	11,843	-	-	-	-	-	-	-	-	-	-	-	11,843
Legal Advertising	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Current Charges	56	41	56	41	44	-	-	-	-	-	-	-	237
Office Supplies	0	0	0	7	0	-	-	-	-	-	-	-	8
Property Appraiser Fee	-	-	-	223	-	-	-	-	-	-	-	-	223
Property Taxes	-	629	-	-	-	-	-	-	-	-	-	-	629
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
<b>Total Administrative:</b>	<b>\$ 27,588</b>	<b>\$ 5,510</b>	<b>\$ 10,129</b>	<b>\$ 5,327</b>	<b>\$ 6,166</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 54,720</b>
<b>Operations &amp; Maintenance</b>													
Field Services	\$ 1,461	\$ 1,461	\$ 1,461	\$ 1,461	\$ 1,461	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7,304
Property Insurance	17,736	-	-	-	-	-	-	-	-	-	-	-	17,736
Electric	625	630	494	623	624	-	-	-	-	-	-	-	2,996
Streetlights	8,431	8,431	8,431	8,431	8,431	-	-	-	-	-	-	-	42,154
Water & Sewer	7,440	4,103	5,191	7,426	7,426	-	-	-	-	-	-	-	31,588
Landscape Maintenance	24,092	24,092	24,092	24,092	24,092	-	-	-	-	-	-	-	120,461
Landscape Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
London Creek Ranch Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Lake Maintenance	1,325	1,325	1,325	1,325	1,325	-	-	-	-	-	-	-	6,625
Lake Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
Drainage R&M	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrigation Repairs	-	-	-	-	1,355	-	-	-	-	-	-	-	1,355
Lighting Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Repairs & Maintenance	4,160	-	-	-	-	-	-	-	-	-	-	-	4,160
Pressure Washing	-	-	-	-	2,100	-	-	-	-	-	-	-	2,100
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
Hurricane Expenses	5,725	-	-	-	-	-	-	-	-	-	-	-	5,725
<b>Total Operations &amp; Maintenance:</b>	<b>\$ 70,995</b>	<b>\$ 40,042</b>	<b>\$ 40,994</b>	<b>\$ 43,358</b>	<b>\$ 46,814</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 242,203</b>
<b>Reserves</b>													
Capital Reserve Transfer	\$ -	\$ -	\$ 67,235	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	67,235
<b>Total Reserves</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 67,235</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 67,235</b>
<b>Total Expenditures</b>	<b>\$ 98,583</b>	<b>\$ 45,552</b>	<b>\$ 118,358</b>	<b>\$ 48,685</b>	<b>\$ 52,980</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 364,158</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (97,786)</b>	<b>\$ 47,567</b>	<b>\$ 366,393</b>	<b>\$ (23,407)</b>	<b>\$ (30,137)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 262,630</b>

**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	\$730,731	
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)
LESS: PRINCIPAL PAYMENT - 11/1/24		(\$470,000)
<b>CURRENT BONDS OUTSTANDING</b>		<b>\$17,840,000</b>

**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	\$577,753	
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)
<b>CURRENT BONDS OUTSTANDING</b>		<b>\$16,300,000</b>



**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
12/10/24	ACH	\$529.19	\$10.58	\$0.00	\$0.00	\$518.61	\$110.48	\$227.94	\$180.19	\$518.61
12/11/24	ACH	\$2,314,131.40	\$44,431.39	\$92,561.79	\$0.00	\$2,177,138.22	\$463,806.40	\$956,903.37	\$756,428.45	\$2,177,138.22
12/20/24	ACH	\$97,984.70	\$1,895.27	\$3,222.36	\$0.00	\$92,867.07	\$19,783.93	\$40,817.26	\$32,265.89	\$92,867.08
01/09/24	ACH	\$18,412.12	\$357.49	\$536.80	\$0.00	\$17,517.83	\$3,731.91	\$7,699.50	\$6,086.42	\$17,517.83
01/09/25	ACH	\$94,710.74	\$1,837.39	\$2,841.31	\$0.00	\$90,032.04	\$19,179.97	\$39,571.20	\$31,280.88	\$90,032.05
01/28/25	ACH	\$0.00	\$0.00	\$0.00	\$2,391.60	\$2,391.60	\$509.49	\$1,051.16	\$830.94	\$2,391.59
02/10/25	ACH	\$2,477.15	\$49.54	\$0.00	\$0.00	\$2,427.61	\$517.17	\$1,066.99	\$843.45	\$2,427.61
02/10/25	ACH	\$100,953.24	\$1,978.68	\$2,019.24	\$0.00	\$96,955.32	\$20,654.87	\$42,614.14	\$33,686.31	\$96,955.32
03/11/25	ACH	\$2,193.15	\$0.00	\$43.87	\$0.00	\$2,149.28	\$457.87	\$944.66	\$746.75	\$2,149.28
03/11/25	ACH	\$48,530.72	\$960.64	\$498.68	\$0.00	\$47,071.40	\$10,027.85	\$20,688.99	\$16,354.56	\$47,071.40
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>		<b>\$ 3,141,620.09</b>	<b>\$ 60,382.15</b>	<b>\$ 120,363.35</b>	<b>\$ 2,391.60</b>	<b>\$ 2,963,266.19</b>	<b>\$ 631,279.10</b>	<b>\$ 1,302,425.08</b>	<b>\$ 1,029,562.03</b>	<b>\$ 2,963,266.21</b>

<b>90.82%</b>	<b>Net Percent Collected</b>
<b>\$ 299,442.11</b>	<b>Balance Remaining to Collect</b>

# AUDIT COMMITTEE MEETING

# SECTION III

# SECTION A

**SHINGLE CREEK COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS**

**Annual Audit Services for Fiscal Year 2025**  
Osceola County, Florida

**INSTRUCTIONS TO PROPOSE**

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than **Friday, May 23, 2025, at 5:00 P.M.**, at the offices of District Manager, located at 219 E. Livingston Street, Orlando, FL 32801. Proposals will be publicly opened at that time.

**SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relive it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

**SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 5. SUBMISSION OF PROPOSAL.** Submit one (1) hard copy and one (1) electronic copy of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services - Shingle Creek Community Development District" on the face of it.

**SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

**SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

**SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

**SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

**SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a wavier of District's limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

**SECTION 12. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed: list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The cost of the provision of the services under the proposal for Fiscal Years 2025, 2026, 2027, 2028 and 2029. The District intends to enter into five (5) separate one-year agreements.
- E. Provide a proposed schedule for performance of audit.

**SECTION 13. PROTESTS.** Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after the receipt of the documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

## AUDITOR SELECTION EVALUATION CRITERIA

**1. *Ability of Personnel.* (20 Points)**

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

**2. *Proposer's Experience.* (20 Points)**

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation, of respondent, etc.)

**3. *Understanding of Scope of Work.* (20 Points)**

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

**4. *Ability to Furnish the Required Services.* (20 Points)**

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required (E.g. the existence of any natural disaster plan for business operations).

**5. *Price.* (20 Points)**

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.

# SECTION B



***Shingle Creek***  
***Community Development District***

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

**SHINGLE CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Shingle Creek Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the Fiscal Year ending September 30, 2025, with an option for four additional annual renewals. The District is a local unit of special-purpose government created under Chapter 190, Florida Statutes, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Osceola County and has a general administrative operating fund.

The Auditing entity submitting a proposal must be duly licensed under Chapter 173, Florida Statutes and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, Florida Statutes, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) hard copy and one (1) electronic copy of their proposal to GMS - CF, LLC, District Manager, 219 E. Livingston Street, Orlando, FL 32801, telephone (407) 841-5524, in an envelope marked on the outside "**Auditing Services - Shingle Creek Community Development District.**" Proposals must be received by **Friday, May 23, 2025, 5:00 P.M.**, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

Jeremy Lebrun  
Governmental Management Services - Central Florida, LLC  
District Manager