

ORDINANCE NO. 2019-113

An Ordinance of the County of Osceola, State of Florida, establishing the Shingle Creek at Bronson Community Development District; consisting of approximately 360.07 acres, pursuant to Chapter 190, Florida Statutes; naming the district; describing the external boundaries of the district; describing the functions and powers of the district; designating the five persons to serve as initial members of the district's board of supervisors; providing a severability clause; and providing an effective date.

RECITALS

WHEREAS, the Florida Legislature created and amended Chapter 190, *Florida Statutes*, to provide a uniform procedure to establish an independent special district as an alternative method to finance and manage basic services for community development; and

WHEREAS, Lennar Homes, LLC ("Petitioner"), having obtained written consent to the establishment of the District by the owners of one-hundred percent (100%) of the real property to be included in the District has filed a Petition to Establish the Shingle Creek at Bronson Community Development District (the "Petition"), attached hereto as **Exhibit A**, with the Board of County Commissioners of Osceola County, Florida (the "County") to adopt an ordinance establishing the Shingle Creek at Bronson Community Development District (the "District") pursuant to Chapter 190, *Florida Statutes*, and designating the real property described in the Petition, as the area of land for which the District is authorized to manage and finance basic service delivery (this "Ordinance"); and

WHEREAS, Petitioner is a Florida limited liability company, authorized to do business in the State of Florida; and

WHEREAS, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at a duly noticed public hearing conducted by the County, pursuant to Section 190.05(2)(b), *Florida Statutes*.

WHEREAS, the County has considered the record established at the public hearing and the statutory factors set forth in Section 190.005(2)(b), *Florida Statutes*; and

WHEREAS, the County Board of County Commissioners has determined pursuant to the information contained within the Petition and based on an investigation by county staff and otherwise being fully advised as to the facts and circumstances contained within the request of the District: that the statements within the Petition were true and correct, that the establishment of the District is not inconsistent with any applicable element or portion of the state comprehensive plan or the County's comprehensive plan, that the land within the District is of sufficient size, is sufficiently compact, and sufficiently contiguous to be developable as a functionally interrelated community, that the District is the best alternative available for

delivering community development services and facilities to the area served by the District, that the community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities, and that the area to be served by the District is amenable to separate special-district governance; and

WHEREAS, the County confirms that Petitioner has satisfied all criteria for establishment required under Chapter 190, *Florida Statutes*; and

WHEREAS, pursuant to the information as stated above, the Board of County Commissioners of Osceola County, Florida desires to grant the Petition to establish the Shingle Creek at Bronson Community Development District; and

WHEREAS, establishment of the District will constitute a timely, efficient, effective, responsive, and economic way to deliver community development services in the area described, thereby providing a solution to the County's planning, management and financing needs for delivery of capital infrastructure therein without overburdening the County and its taxpayers.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA, THIS 16th DAY OF DECEMBER, 2019, AS FOLLOWS:

SECTION 1. FINDINGS. The foregoing recitals and findings are true and correct and are incorporated herein, adopted, and made a part hereof.

SECTION 2. AUTHORITY. This Ordinance is enacted in compliance with and pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended.

SECTION 3. GRANT OF PETITION. The Petition to establish the Shingle Creek at Bronson Community Development District over the real property described in Exhibit 2 of the Petition is hereby granted; said Petition having been filed by Petitioner on September 30, 2019 and a copy of which is attached hereto as Exhibit "A" and incorporated herein.

SECTION 4. DISTRICT NAME. There is hereby established a community development district situated entirely within the unincorporated limits of Osceola County, Florida, which District shall be known as the "Shingle Creek at Bronson Community Development District".

SECTION 5. EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are generally depicted in Exhibit 1 of the Petition, and more specifically described in a metes and bounds legal description in Exhibit 2 of the Petition attached hereto. The District, overall, contains 360.07 acres, more or less.

SECTION 6. FUNCTIONS AND POWERS. The powers and functions of the District include all general powers as described in Section 190.011, all special powers described in

Section 190.012(1), and certain special powers consented to by the County, which shall include Section 190.12(2)(a), 2(d) & 2(f), and Section 190.012(3), *Florida Statutes*.

SECTION 7. BOARD OF SUPERVISORS. The five persons designated to serve as initial members of the District's Board of Supervisors are as follows:

<u>Name</u>	<u>Address</u>
Rob Bonin	6750 Forum Drive, Suite 310, Orlando, FL 32821
Lane Register	6750 Forum Drive, Suite 310, Orlando, FL 32821
Adam Morgan	6750 Forum Drive, Suite 310, Orlando, FL 32821
Joe Catanzaritti, Jr.	6750 Forum Drive, Suite 310, Orlando, FL 32821
Mark Revell	6750 Forum Drive, Suite 310, Orlando, FL 32821

All of the above-listed persons are residents of the State of Florida and citizens of the United States of America.

SECTION 8. SEVERABILITY. If any provision of this Ordinance is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 9. CONFLICT. Any ordinance or part thereof, or any resolution or part thereof, which is in conflict with this Ordinance or part hereof is hereby repealed to the extent of the conflict.

SECTION 10. EFFECTIVE DATE. The County Clerk shall file a certified copy of this Ordinance with the Department of State within ten (10) days of its adoption. This Ordinance shall take effect immediately upon its filing with the Department of State.

[CONTINUED TO NEXT PAGE]

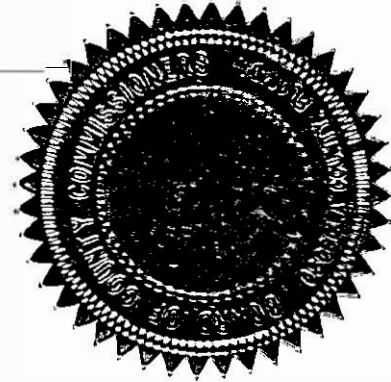
DULY ENACTED in regular session this 16th day of December, 2019.

BOARD OF COUNTY COMMISSIONERS OF
OSCEOLA COUNTY, FLORIDA

By: Susan Janer
Chairwoman / Vice Chairwoman

ATTEST:
OSCEOLA COUNTY CLERK OF BOARD

By: Rachel Wedemuth
Clerk / Deputy Clerk of the Board



As authorized for execution at the Board of
County Commissioners meeting of:

December 16, 2019
ORD # 2019-113

EXHIBIT “A”

**PETITION TO ESTABLISH THE
SHINGLE CREEK AT BRONSON COMMUNITY
DEVELOPMENT DISTRICT**

[ATTACHED BELOW]

**IN RE: AN ORDINANCE PURSUANT TO)
SECTION 190.005(2), FLORIDA STATUTES,)
TO ESTABLISH THE SHINGLE CREEK AT)
BRONSON COMMUNITY DEVELOPMENT DISTRICT)**

<u>Name</u>	<u>Address</u>
Rob Bonin	6750 Forum Drive, Suite 310, Orlando, FL 32821
Adam Morgan	6750 Forum Drive, Suite 310, Orlando, FL 32821
Mark Revell	6750 Forum Drive, Suite 310, Orlando, FL 32821
Joe Catanzariti, Jr.	6750 Forum Drive, Suite 310, Orlando, FL 32821
Lane Register	6750 Forum Drive, Suite 310, Orlando, FL 32821

5. Name. The name of the proposed District will be the "SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT."

6. Water and Sewer Interceptors. The locations of existing major trunk water mains, storm sewer interceptors, basins and/or outfalls, wastewater force mains, and reclaimed water main improvements within or outside the boundaries of the proposed District, that are anticipated to provide service to the property within the District are shown on the sketch contained within Exhibit 4 attached hereto.

7. District Facilities and Services. Based upon currently available data, the proposed timetable for the construction of the District services and the estimated cost of constructing the proposed services, based on available data, is shown on Composite Exhibit 5, attached hereto. This is a good faith estimate but is not binding on the Petitioner and the District and is subject to change.

8. Land Uses: Other than the parcels for which construction has begun pursuant to County approvals (as noted below), the land within the proposed District is presently vacant property was used for agricultural uses (primarily cattle grazing) and the land within the proposed District is presently vacant. The real property comprising the District has received approval of its Preliminary Subdivision Plan, approved January 7, 2019 (PS18-00027) and approved on Site Development Plan, approved May 17, 2019 (SDP19-0012); the County issued tourist commercial future land use and zoning approval. The approvals provide for single family dwelling units plus passive and active residential tracts.

The current development plan for the proposed lands within the District includes approximately 568 residential units. The authorized uses for the land included within the District are consistent with the Osceola County Comprehensive Land Use Plan (the "County Comprehensive Plan"). The Preliminary Subdivision Plan, as approved by the County designates the lands within the proposed District for (i) residential use; (ii) public and private recreational uses which may include, without limitation, a clubhouse, general amenity center(s), swimming pool(s) and appurtenant facilities, community centers, multi-purpose trails and park spaces; (iii) conservation areas; and (iv) typical accessory uses related to each of these listed primary uses. The proposed future general distribution, location and extent of public and private uses within the District, which are subject to change but shall at all times remain in compliance

with all applicable statutes, ordinances, approval, agreements, orders and regulations, are shown on Exhibit 6, attached hereto.

9. Statement of Estimated Regulatory Costs. A Statement of Estimated Regulatory Costs prepared in accordance with the requirements of Section 120.541, *Florida Statutes*, is attached hereto as Exhibit 7 and incorporated herein.

10. Powers Requested. The District is seeking and hereby requests the right to exercise all general powers provided for in Section 190.011, all special powers provided for in Section 190.012(1), and those certain special powers consented by the County which include Sections 190.012(2) (a) and (d), *Florida Statutes*, as well as Section 190.012(2) (f), *Florida Statutes*, to the extent required by the County.

11. Justification Statement. The property within the District is amenable to operating as an independent special district for the following reasons:

- a. All statements contained in this Petition are true and correct.
- b. The establishment of the District is not inconsistent with any applicable element or portions of the effective Osceola County Comprehensive Land Use Plan, as amended, or any applicable elements of the state comprehensive plan.
- c. The area of land within the District is part of a unified plan of development for which a development plan has been approved by Osceola County as part of the Preliminary Subdivision Plan. The land encompassing the District is of sufficient size and is sufficiently compact and contiguous to be developed as one functional interrelated community.
- d. The community development services and facilities of the District will be compatible with the capacity and use of existing local and regional community development services and facilities.
- e. The proposed District is the best alternative available for delivering community development services to the area to be served because the District provides governmental entity for delivering those services and facilities in a manner that does not financially impact persons residing outside the District, and provides a responsible perpetual public entity capable of making reasonable provisions for the operation and maintenance of the District services and facilities in the future. The establishment of the District will prevent the general body of taxpayers in Osceola County from bearing the burden for installation of the infrastructure within and without the lands of the proposed District.

WHEREFORE, Petitioner respectfully requests the Board of County Commissioners of Osceola County, Florida to:

1. Direct that a local public hearing be held, as required by Section 190.005(2)(b), *Florida Statutes*, to consider the establishment of the Shingle Creek at Bronson Community Development District.

2. Adopt an ordinance pursuant to Chapter 190, *Florida Statutes*, granting this Petition and establishing the Shingle Creek at Bronson Community Development District.

3. Consent to the District's exercise of the statutory powers requested herein, as those powers are set forth in Chapter 190, *Florida Statutes*: all general powers provided for in Section 190.011, all special powers provided for in Section 190.012(1), and those certain special powers consented by the County which include Sections 190.012(2)(a) and (d), *Florida Statutes*, as well as Section 190.012(2)(f), *Florida Statutes*, to the extent required by the County.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO
PETITION TO ESTABLISH THE
SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT**

Respectfully submitted this 30 day of September, 2019.

PETITIONER:

LENNAR HOMES, LLC

By: 

Name: Brock Nicholas

Title: Vice President

**COUNSEL FOR
PETITIONER:**

**LATHAM, SHUKER, EDEN &
BEAUDINE, LLP**

By: 

Jan Albanese Carpenter, Esq.

Florida Bar No. 767158

Andrew Clifford d'Adesky, Esq.

Florida Bar No. 117586

111 N. Magnolia Avenue, Suite 1400

Orlando, Florida 32801

Telephone: 407-581-5800

jcarpenter@lseblaw.com

adadesky@lseblaw.com

EXHIBIT 1

**GENERAL LOCATION OF THE PROPOSED
SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT**

EXHIBIT 2

**LEGAL DESCRIPTION OF THE
SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT**

PARCEL 1:

THAT PORTION OF LOTS 13, 20, 35 THROUGH 46, 50, 55 THROUGH 58 AND 63, MCKOY LAND COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 69, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AND THAT PORTION OF SECTION 6, TOWNSHIP 25 SOUTH, RANGE 29 EAST LYING WEST OF SHINGLE CREEK AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 6, TOWNSHIP 25 SOUTH, RANGE 29 EAST, LESS THE NORTHWEST 1/4 THEREOF, ALL LYING WEST OF THE CENTERLINE OF SHINGLE CREEK, OSCEOLA COUNTY, FLORIDA, LESS THE RIGHT-OF-WAY FOR OSCEOLA PARKWAY AND SUBJECT TO FLORIDA GAS TRANSMISSION EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 220, PAGE 727, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND LESS THAT PORTION LYING NORTH OF OSCEOLA PARKWAY.

PARCEL 2:

A PORTION OF SECTION 7, TOWNSHIP 25 SOUTH, RANGE 29 EAST, LESS THE SOUTH 1/2 OF THE SOUTH 1/2, ALL LYING WEST OF THE CENTERLINE OF SHINGLE CREEK, OSCEOLA COUNTY, FLORIDA; LESS THE WEST 70.00 FEET OF THE SOUTH 1081.1 FEET TO THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA.

PARCEL 3:

A PORTION OF THE WEST 70.00 FEET OF THE SOUTH 1081.1 FEET TO THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA (THE "PARENT TRACT") MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SAID SECTION 7, THENCE RUN NORTH 00 DEGREES 01 MINUTES 06 SECONDS EAST ALONG THE WEST LINE OF SECTION 7, A DISTANCE OF 100.00 FEET TO A POINT; THENCE RUN NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST TO A POINT 70.00 FEET MORE OR LESS, EAST OF THE WEST LINE OF SAID SECTION 7, BEING THE EAST LINE OF THE "PARENT TRACT"; THENCE RUN SOUTHERLY ALONG THE EAST LINE OF THE "PARENT TRACT" 194.5 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF THE "PARENT TRACT", THENCE RUN WESTERLY ALONG THE SOUTH LINE OF THE "PARENT TRACT" TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM LANDS DESCRIBED IN AND CONVEYED TO OSCEOLA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 4623, PAGE 1214, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF THE ABOVE DESCRIBED PARCEL AS CREATED BY AND SET FORTH IN THAT CERTAIN FENCE CONSTRUCTION AND MAINTENANCE EASEMENT BY AND BETWEEN OSCEOLA COUNTY, FLORIDA, AND OSCEOLA DEVELOPMENT TRUST DATED APRIL 19, 2004 RECORDED IN OFFICIAL RECORDS BOOK 4623, PAGE 1231, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS:

A PORTION OF LOTS 44, 45, 55 AND 58, OF THE McKOY LAND COMPANY PLAT, RECORDED IN PLAT BOOK 1, PAGE 69 IN THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; TOGETHER WITH PORTIONS OF SECTIONS 6 AND 7, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SAID SECTION 7, THENCE RUN NORTH 00 DEGREES 01 MINUTES 06 SECONDS EAST ALONG THE WEST LINE OF SECTION 7, A DISTANCE OF 100.00 FEET TO A POINT; THENCE RUN NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST TO A POINT 70.00 FEET MORE OR LESS, EAST OF THE WEST LINE OF SAID SECTION 7, BEING THE EAST LINE OF THE "PARENT TRACT"; THENCE RUN SOUTHERLY ALONG THE EAST LINE OF THE "PARENT TRACT" 194.5 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF THE "PARENT TRACT", THENCE RUN WESTERLY ALONG THE SOUTH LINE OF THE "PARENT TRACT" TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM LANDS DESCRIBED IN AND CONVEYED TO OSCEOLA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 4623, PAGE 1214, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF THE ABOVE DESCRIBED PARCEL AS CREATED BY AND SET FORTH IN THAT CERTAIN FENCE CONSTRUCTION AND MAINTENANCE EASEMENT BY AND BETWEEN OSCEOLA COUNTY, FLORIDA, AND OSCEOLA DEVELOPMENT TRUST DATED APRIL 19, 2004 RECORDED IN OFFICIAL RECORDS BOOK 4623, PAGE 1231, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS:

A PORTION OF LOTS 44, 45, 55 AND 58, OF THE McKOY LAND COMPANY PLAT, RECORDED IN PLAT BOOK 1, PAGE 69 IN THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; TOGETHER WITH PORTIONS OF SECTIONS 6 AND 7, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA; THENCE, N 00° 00' 10" W, ALONG THE WEST LINE OF SAID SECTION 7, 2650.82 FEET, TO THE NORTHWEST CORNER OF SECTION 7;

THENCE, S 89° 50' 52" E, ALONG THE NORTH LINE OF SAID SECTION 7, 692.17 FEET, TO THE WESTERLY LINE OF A PARCEL BEING DESCRIBED AND RECORDED IN OFFICIAL RECORD BOOK 4623, PAGE 1214, AND RECORDED IN THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; CONTINUE ALONG THE BOUNDARY OF SAID PARCEL, THE FOLLOWING BEARING AND DISTANCES, THENCE, N 27° 38' 13" E, 82.95 FEET; THENCE, N 14° 14' 10" E, 229.56 FEET; THENCE, N 35° 13' 26" E, 354.67 FEET; THENCE, N 26° 59' 39" E, 141.66 FEET; THENCE, N 55° 43' 22" E, 54.16 FEET; THENCE, N 51° 21' 01" E, 47.75 FEET; THENCE, N 77° 43' 19" E, 73.99 FEET; THENCE, N 55° 28' 30" E, 111.17 FEET; THENCE, N 75° 24' 02" E, 144.52 FEET; THENCE, N 53° 03' 52" E, 149.09 FEET; THENCE, N 45° 02' 05" E, 116.07 FEET; THENCE, N 61° 22' 03" E, 145.87 FEET; THENCE, N 51° 43' 12" E, 71.51 FEET; THENCE, N 66° 36' 35" E, 111.60 FEET; THENCE, N 40° 55' 29" E, 78.18 FEET; THENCE, N 30° 52' 52" E, 100.21 FEET; THENCE, N 56° 41' 56" E, 82.49 FEET; THENCE, N 40° 31' 51" E, 151.55 FEET; THENCE, N 51° 28' 10" E, 273.76 FEET; THENCE, N 80° 43' 51" E, 146.69 FEET; THENCE, N 88° 45' 19" E, 181.26 FEET; THENCE, S 73° 30' 04" E, 83.20 FEET; THENCE, S 79°

33° 58' E, 207.80 FEET; THENCE, N 75° 32' 05" E, 63.06 FEET; THENCE, S 69° 27' 02" E, 50.49 FEET; THENCE, S 30° 23' 17" E, 66.20 FEET; THENCE, S 37° 14' 41" E, 92.76 FEET; THENCE, S 27° 55' 55" E, 111.43 FEET; THENCE, S 25° 07' 10" E, 152.91 FEET; THENCE, S 60° 02' 21" E, 123.93 FEET; THENCE, S 22° 18' 16" E, 117.71 FEET; THENCE, S 26° 31' 48" E, 87.96 FEET; THENCE, S 42° 21' 22" E, 83.76 FEET; THENCE, S 26° 34' 23" E, 119.14 FEET; THENCE, S 03° 52' 00" W, 58.11 FEET; THENCE, S 01° 00' 28" E, 1726.30 FEET; THENCE, N 77° 24' 50" E, 68.63 FEET; THENCE, S 78° 41' 38" E, 66.29 FEET; THENCE, S 62° 41' 04" E, 65.03 FEET; THENCE, S 42° 33' 47" E, 39.86 FEET; THENCE, S 29° 40' 54" E, 47.65 FEET; THENCE, S 03° 25' 24" W, 46.50 FEET; THENCE, S 14° 29' 05" E, 90.48 FEET; THENCE, S 03° 24' 14" E, 89.20 FEET; THENCE, S 09° 03' 23" E, 141.17 FEET; THENCE, S 03° 31' 04" E, 86.32 FEET; THENCE, S 10° 45' 53" W, 121.29 FEET; THENCE, S 19° 17' 48" W, 102.00 FEET; THENCE, S 31° 26' 09" W, 194.94 FEET; THENCE, S 18° 40' 48" W, 150.59 FEET; THENCE, S 06° 29' 10" W, 119.37 FEET; THENCE, S 22° 02' 37" W, 109.05 FEET; THENCE, S 00° 01' 00" W, 79.62 FEET; THENCE, S 23° 01' 59" W, 62.76 FEET; THENCE, S 51° 46' 35" W, 60.68 FEET; THENCE, S 76° 07' 30" W, 128.46 FEET; THENCE, S 67° 32' 11" W, 68.60 FEET; THENCE, S 47° 55' 16" W, 160.88 FEET; THENCE, S 71° 27' 53" W, 81.76 FEET; THENCE, S 58° 18' 25" W, 102.10 FEET; THENCE, N 83° 33' 19" W, 85.77 FEET; THENCE, S 86° 56' 05" W, 81.01 FEET; THENCE, S 71° 01' 29" W, 349.48 FEET; THENCE, S 41° 40' 13" W, 104.61 FEET; THENCE, S 54° 02' 16" W, 185.11 FEET; THENCE, S 63° 41' 13" W, 915.99 FEET; THENCE, S 42° 17' 02" W, 65.21 FEET; THENCE, S 29° 28' 45" W, 72.89 FEET; THENCE, N 85° 16' 34" W, 33.62 FEET; THENCE, S 81° 28' 22" W, 14.45 FEET; THENCE, S 46° 51' 29" W, 17.63 FEET; THENCE, S 01° 18' 52" E, 19.47 FEET; THENCE, S 32° 09' 38" E, 10.7 FEET; THENCE, S 45° 55' 43" E, 25.25 FEET; THENCE, S 36° 33' 24" W, 83.44 FEET; THENCE, S 22° 50' 29" W, 60.54 FEET; THENCE, S 28° 38' 04" W, 43.84 FEET; THENCE, S 09° 20' 02" W, 48.93 FEET; THENCE, S 17° 03' 58" W, 100.48 FEET; THENCE, S 39° 36' 34" W, 56.52 FEET; THENCE, S 58° 32' 47" W, 33.68 FEET; THENCE, S 89° 40' 44" W, 1239.71 FEET; THENCE, S 36° 21' 25" W, 21.66 FEET; THENCE, S 00° 06' 57" E, 82.63 FEET; DEPARTING AFORESAID PARCEL BOUNDARY LINE, DESCRIBED IN OFFICIAL RECORD BOOK 4623, PAGE 1214, THENCE, S 89° 40' 44" W, 50.00 FEET, TO THE WEST LINE OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 7; THENCE, N 00° 06' 57" W, ALONG SAID WEST LINE, 99.29 FEET; DEPARTING SAID WEST LINE, THENCE, N 36° 21' 25" E, 117.86 FEET, TO THE EAST LINE OF VERANDA PALMS PHASE 2A, AS FILED AND RECORDED IN PLAT BOOK 22, PAGES 180-182, IN THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE, N 00° 07' 07" W, ALONG THE EAST LINE OF SAID VERANDA PALMS PHASE 2A, 887.27 FEET; DEPARTING SAID EAST LINE, THENCE, S 89° 26' 42" W, 69.97 FEET, TO THE AFORESAID WEST LINE OF SOUTHWEST 1/4 OF SAID SECTION 7; THENCE, N 00° 07' 36" W, ALONG SAID WEST LINE OF SOUTHWEST 1/4, OF SECTION 7, 237.27 FEET, TO THE POINT OF BEGINNING.

CONTAINING 360.07 ACRES MORE OR LESS.

EXHIBIT 3

**WRITTEN CONSENT OF THE OWNER OF ALL OF THE
REAL PROPERTY WITHIN THE
SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT**

**CONSENT TO
PETITION TO ESTABLISH THE
SHINGLE CREEK AT BRONSON
COMMUNITY DEVELOPMENT DISTRICT**

THE UNDERSIGNED, LENNAR HOMES, LLC, a Florida limited liability company (“Lennar”), is the fee simple owner of certain real property located in Osceola County, Florida, as more fully described in EXHIBIT “A”, attached hereto and made a part hereof (the “Property”).

Lennar, as Petitioner under that certain Petition to Establish the Shingle Creek at Bronson Community Development District (the “Petition”), intends to submit a petition to create the Shingle Creek at Bronson Community Development District (the “District”) in accordance with the provisions of Chapter 190, *Florida Statutes*.

Lennar is the fee simple owner of the lands which are intended to constitute the District, as described above, and Lennar understands and acknowledges that, pursuant to the provisions of Section 190.005(2)(a), *Florida Statutes*, the Petitioner is required to include with the Petition the written consent to the establishment of the District of one hundred percent (100%) of the owner(s) of the lands to be included within the District.

As evidenced by its execution of both this document and the Petition, Lennar hereby consents to the inclusion of the Property in the Shingle Creek at Bronson Community Development District, and further agrees to execute any other documentation necessary or convenient to evidence this consent.


Lennar hereby acknowledges and agrees that the foregoing consent and obligation to execute additional documentation is and shall be a covenant running with the land which shall bind the undersigned’s successors-in-title and assigns and shall remain in full force and effect for two (2) years from the date hereof.

[Signature on following page]

**SIGNATURE PAGE FOR
CONSENT TO PETITION TO ESTABLISH THE
SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT**

Executed this 2nd day of August, 2019.

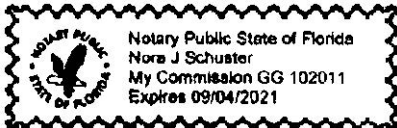
LENNAR HOMES, LLC,
a Florida limited liability company

By: 
Name: Brock Nicholas
Title: Vice President

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 2nd day of August, 2019 by Brock Nicholas, as Vice President of **LENNAR HOMES, LLC**, a Florida limited liability company, on behalf of said entity. Said person is [] personally known to me or [] has produced a valid driver's license as identification.

(AFFIX SEAL)



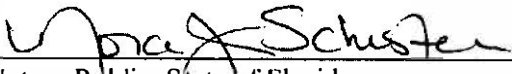

Notary Public, State of Florida
Print Name: Nora J. Schuster
My Commission Expires: 9/4/2021
My Commission No.: GG 102011

EXHIBIT "A"
TO THE CONSENT TO PETITION TO ESTABLISH THE
SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT

Legal Description of the Property

SHINGLE CREEK AT BRONSON CDD – LEGAL DESCRIPTION

PARCEL 1:

THAT PORTION OF LOTS 13, 20, 35 THROUGH 46, 50, 55 THROUGH 58 AND 63, MCKOY LAND COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 69, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AND THAT PORTION OF SECTION 6, TOWNSHIP 25 SOUTH, RANGE 29 EAST LYING WEST OF SHINGLE CREEK AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 6, TOWNSHIP 25 SOUTH, RANGE 29 EAST, LESS THE NORTHWEST 1/4 THEREOF, ALL LYING WEST OF THE CENTERLINE OF SHINGLE CREEK, OSCEOLA COUNTY, FLORIDA, LESS THE RIGHT- OF-WAY FOR OSCEOLA PARKWAY AND SUBJECT TO FLORIDA GAS TRANSMISSION EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 220, PAGE 727, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND LESS THAT PORTION LYING NORTH OF OSCEOLA PARKWAY.

PARCEL 2:

A PORTION OF SECTION 7, TOWNSHIP 25 SOUTH, RANGE 29 EAST, LESS THE SOUTH 1/2 OF THE SOUTH 1/2, ALL LYING WEST OF THE CENTERLINE OF SHINGLE CREEK, OSCEOLA COUNTY, FLORIDA; LESS THE WEST 70.00 FEET OF THE SOUTH 1081.1 FEET TO THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA.

PARCEL 3:

A PORTION OF THE WEST 70.00 FEET OF THE SOUTH 1081.1 FEET TO THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA (THE "PARENT TRACT") MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SAID SECTION 7, THENCE RUN NORTH 00 DEGREES 01 MINUTES 06 SECONDS EAST ALONG THE WEST LINE OF SECTION 7, A DISTANCE OF 100.00 FEET TO A POINT; THENCE RUN NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST TO A POINT 70.00 FEET MORE OR LESS, EAST OF THE WEST LINE OF SAID SECTION 7, BEING THE EAST LINE OF THE "PARENT TRACT"; THENCE RUN SOUTHERLY ALONG THE EAST LINE OF THE "PARENT TRACT" 194.5 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF THE "PARENT TRACT", THENCE RUN WESTERLY ALONG THE SOUTH LINE OF THE "PARENT TRACT" TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM LANDS DESCRIBED IN AND CONVEYED TO OSCEOLA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 4623, PAGE 1214, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF THE ABOVE DESCRIBED PARCEL AS CREATED BY AND SET FORTH IN THAT CERTAIN FENCE CONSTRUCTION AND MAINTENANCE EASEMENT BY AND BETWEEN OSCEOLA COUNTY, FLORIDA, AND OSCEOLA DEVELOPMENT TRUST DATED APRIL 19, 2004 RECORDED IN OFFICIAL RECORDS BOOK 4623, PAGE 1231, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS:

A PORTION OF LOTS 44, 45, 55 AND 58, OF THE MCKOY LAND COMPANY PLAT, RECORDED IN PLAT BOOK 1, PAGE 69 IN THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; TOGETHER WITH PORTIONS OF SECTIONS 6 AND 7, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SAID SECTION 7, THENCE RUN NORTH 00 DEGREES 01 MINUTES 06 SECONDS EAST ALONG THE WEST LINE OF SECTION 7, A DISTANCE OF 100.00 FEET TO A POINT; THENCE RUN NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST TO A POINT 70.00 FEET MORE OR LESS, EAST OF THE WEST LINE OF SAID SECTION 7, BEING THE EAST LINE OF THE "PARENT TRACT"; THENCE RUN SOUTHERLY ALONG THE EAST LINE OF THE "PARENT TRACT" 194.5 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF THE "PARENT TRACT", THENCE RUN WESTERLY ALONG THE SOUTH LINE OF THE "PARENT TRACT" TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM LANDS DESCRIBED IN AND CONVEYED TO OSCEOLA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 4623, PAGE 1214, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF THE ABOVE DESCRIBED PARCEL AS CREATED BY AND SET FORTH IN THAT CERTAIN FENCE CONSTRUCTION AND MAINTENANCE EASEMENT BY AND BETWEEN OSCEOLA COUNTY, FLORIDA, AND OSCEOLA DEVELOPMENT TRUST DATED APRIL 19, 2004 RECORDED IN OFFICIAL RECORDS BOOK 4623, PAGE 1231, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS:

A PORTION OF LOTS 44, 45, 55 AND 58, OF THE MCKOY LAND COMPANY PLAT, RECORDED IN PLAT BOOK 1, PAGE 69 IN THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; TOGETHER WITH PORTIONS OF SECTIONS 6 AND 7, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA; THENCE, N 00° 00' 10" W, ALONG THE WEST LINE OF SAID SECTION 7, 2650.82 FEET, TO THE NORTHWEST CORNER OF SECTION 7;

THENCE, S 89° 50' 52" E, ALONG THE NORTH LINE OF SAID SECTION 7, 692.17 FEET, TO THE WESTERLY LINE OF A PARCEL BEING DESCRIBED AND RECORDED IN OFFICIAL RECORD BOOK 4623, PAGE 1214, AND RECORDED IN THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; CONTINUE ALONG THE BOUNDARY OF SAID PARCEL, THE FOLLOWING BEARING AND DISTANCES, THENCE, N 27° 38' 13" E, 82.95 FEET; THENCE, N 14° 14' 10" E, 229.56 FEET; THENCE, N 35° 13' 26" E, 354.67 FEET; THENCE, N 26° 59' 39" E,

141.66 FEET; THENCE, N 55° 43' 22" E, 54.16 FEET; THENCE, N 51° 21' 01" E, 47.75 FEET; THENCE, N 77° 43' 19" E, 73.99 FEET; THENCE, N 55° 28' 30" E, 111.17 FEET; THENCE, N 75° 24' 02" E, 144.52 FEET; THENCE, N 53° 03' 52" E, 149.09 FEET; THENCE, N 45° 02' 05" E, 116.07 FEET; THENCE, N 61° 22' 03" E, 145.87 FEET; THENCE, N 51° 43' 12" E, 71.51 FEET; THENCE, N 66° 36' 35" E, 111.60 FEET; THENCE, N 40° 55' 29" E, 78.18 FEET; THENCE, N 30° 52' 52" E, 100.21 FEET; THENCE, N 56° 41' 56" E, 82.49 FEET; THENCE, N 40° 31' 51" E, 151.55 FEET; THENCE, N 51° 28' 10" E, 273.76 FEET; THENCE, N 80° 43' 51" E, 146.69 FEET; THENCE, N 88° 45' 19" E, 181.26 FEET; THENCE, S 73° 30' 04" E, 83.20 FEET; THENCE, S 79°

33' 58" E, 207.80 FEET; THENCE, N 75° 32' 05" E, 63.06 FEET; THENCE, S 69° 27' 02" E, 50.49 FEET;

THENCE, S 30° 23' 17" E, 66.20 FEET; THENCE, S 37° 14' 41" E, 92.76 FEET; THENCE, S 27° 55' 55" E,

111.43 FEET; THENCE, S 25° 07' 10" E, 152.91 FEET; THENCE, S 60° 02' 21" E, 123.93 FEET; THENCE, S 22°

18' 16" E, 117.71 FEET; THENCE, S 26° 31' 48" E, 87.96 FEET; THENCE, S 42° 21' 22" E, 83.76 FEET;

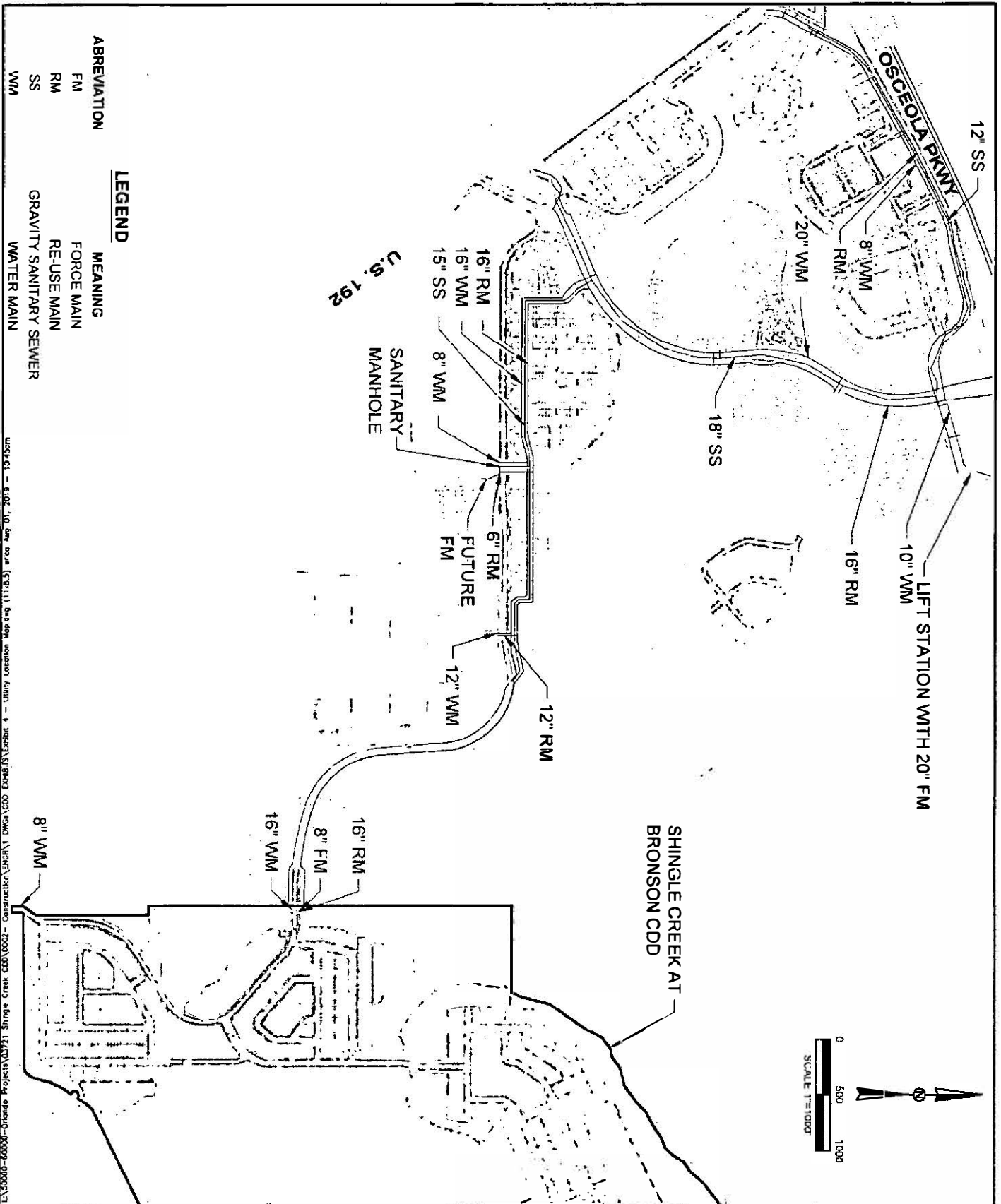
THENCE, S 26° 34' 23" E, 119.14 FEET; THENCE, S 03° 52' 00" W, 58.11 FEET; THENCE, S 01° 00' 28" E,

1726.30 FEET; THENCE, N 77° 24' 50" E, 68.63 FEET; THENCE, S 78° 41' 38" E, 66.29 FEET; THENCE, S 62° 41' 04" E, 65.03 FEET; THENCE, S 42° 33' 47" E, 39.86 FEET; THENCE, S 29° 40' 54" E, 47.65 FEET; THENCE, S 03° 25' 24" W, 46.50 FEET; THENCE, S 14° 29' 05" E, 90.48 FEET; THENCE, S 03° 24' 14" E, 89.20 FEET; THENCE, S 09° 03' 23" E, 141.17 FEET; THENCE, S 03° 31' 04" E, 86.32 FEET; THENCE, S 10° 45' 53" W, 121.29 FEET; THENCE, S 19° 17' 48" W, 102.00 FEET; THENCE, S 31° 26' 09" W, 194.94 FEET; THENCE, S 18° 40' 48" W, 150.59 FEET; THENCE, S 06° 29' 10" W, 119.37 FEET; THENCE, S 22° 02' 37" W, 109.05 FEET; THENCE, S 00° 01' 00" W, 79.62 FEET; THENCE, S 23° 01' 59" W, 62.76 FEET; THENCE, S 51° 46' 35" W, 60.68 FEET; THENCE, S 76° 07' 30" W, 128.46 FEET; THENCE, S 67° 32' 11" W, 68.60 FEET; THENCE, S 47° 55' 16" W, 160.88 FEET; THENCE, S 71° 27' 53" W, 81.76 FEET; THENCE, S 58° 18' 25" W, 102.10 FEET; THENCE, N 83° 33' 19" W, 85.77 FEET; THENCE, S 86° 56' 05" W, 81.01 FEET; THENCE, S 71° 01' 29" W, 349.48 FEET; THENCE, S 41° 40' 13" W, 104.61 FEET; THENCE, S 54° 02' 16" W, 185.11 FEET; THENCE, S 63° 41' 13" W, 915.99 FEET; THENCE, S 42° 17' 02" W, 65.21 FEET; THENCE, S 29° 28' 45" W, 72.89 FEET; THENCE, N 85° 16' 34" W, 33.62 FEET; THENCE, S 81° 28' 22" W, 14.45 FEET; THENCE, S 46° 51' 29" W, 17.63 FEET; THENCE, S 01° 18' 52" E, 19.47 FEET; THENCE, S 32° 09' 38" E, 10.7 FEET; THENCE, S 45° 55' 43" E, 25.25 FEET; THENCE, S 36° 33' 24" W, 83.44 FEET; THENCE, S 22° 50' 29" W, 60.54 FEET; THENCE, S 28° 38' 04" W, 43.84 FEET; THENCE, S 09° 20' 02" W, 48.93 FEET; THENCE, S 17° 03' 58" W, 100.48 FEET; THENCE, S 39° 36' 34" W, 56.52 FEET; THENCE, S 58° 32' 47" W, 33.68 FEET; THENCE, S 89° 40' 44" W, 1239.71 FEET; THENCE, S 36° 21' 25" W, 21.66 FEET; THENCE, S 00° 06' 57" E, 82.63 FEET; DEPARTING AFORESAID PARCEL BOUNDARY LINE, DESCRIBED IN OFFICIAL RECORD BOOK 4623, PAGE 1214, THENCE, S 89° 40' 44" W, 50.00 FEET, TO THE WEST LINE OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 7; THENCE, N 00° 06' 57" W, ALONG SAID WEST LINE, 99.29 FEET; DEPARTING SAID WEST LINE, THENCE, N 36° 21' 25" E, 117.86 FEET, TO THE EAST LINE OF VERANDA PALMS PHASE 2A, AS FILED AND RECORDED IN PLAT BOOK 22, PAGES 180-182, IN THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE, N 00° 07' 07" W, ALONG THE EAST LINE OF SAID VERANDA PALMS PHASE 2A, 887.27 FEET; DEPARTING SAID EAST LINE, THENCE, S 89° 26' 42" W, 69.97 FEET, TO THE AFORESAID WEST LINE OF SOUTHWEST 1/4 OF SAID SECTION 7; THENCE, N 00° 07' 36" W, ALONG SAID WEST LINE OF SOUTHWEST 1/4, OF SECTION 7, 237.27 FEET, TO THE POINT OF BEGINNING.

CONTAINING 360.07 ACRES MORE OF LESS.

EXHIBIT 4

**MAP OF THE SHINGLE CREEK AT BRONSON
COMMUNITY DEVELOPMENT DISTRICT
SHOWING CURRENT MAJOR TRUNK WATER MAINS, SEWER INTERCEPTORS
AND OUTFALLS, NONE OF WHICH ARE LOCATED WITHIN THE BOUNDARIES
OF THE DISTRICT**



HAMILTON

ENGINEERING & SURVEYING INC.
3409 W. Lemon Street
TAMPA, FL 33609
TEL (813) 250-3535

LB 87013 CA 88474

775 Warner Lane
ORLANDO, FL 32803
TEL (407) 382-6929

UTILITY LOCATION MAP

SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT

SECT#/PRGE

6,7/25S/29E

JOB NUMBER

03721.0002

DRAWN BY

EFJA

DATE

7/31/2019

EXHIBIT

4

COMPOSITE EXHIBIT 5

**PROPOSED TIMETABLE AND COSTS FOR CONSTRUCTION
OF DISTRICT FACILITIES AND SERVICES**

Table 1: Proposed Timetable

Phase 1 Commence Construction	July 2019
Phase 1 Complete Construction	March 2020
Phase 2 and 3 Commence Construction	March 2020
Phase 2 and 3 Complete Construction	December 2020

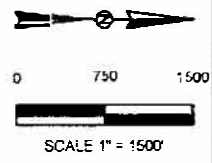
Table 2. Cost Estimate for District Facilities

<u>Infrastructure</u>	<u>Estimated Cost</u>
Stormwater Management	\$6,700,000
Roadway	\$1,800,000
Wastewater System	\$2,300,000
Potable Water System	\$1,500,000
Reuse Water System	\$250,000
Public Area Landscaping	\$1,000,000
Recreation/Amenity	\$16,544,400
Professional Fees	\$3,000,000
Water and Sewer Utility Connection and Impact Fees	\$3,340,000
Contingency	\$1,989,200
TOTAL	\$38,423,600




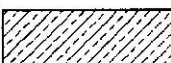
This estimate of probable cost is based on conceptual plans and current construction costs for similar work in Osceola County. Due to material cost fluctuations and differences in contractor bids at the time the project may be constructed, the final cost may be more or less than this estimate. Changes in the scope of work or final construction plans may also result in changes to the estimated construction cost.

EXHIBIT 6

**FUTURE GENERAL DISTRIBUTION, LOCATION AND EXTENT
OF PUBLIC AND PRIVATE USES WITHIN THE DISTRICT**



**FUTURE LAND
USE LEGEND**

-  URBAN CENTER
-  INCORPORATED
-  TOURIST
COMMERCIAL
-  LOW DENSITY
RESIDENTIAL

SHINGLE CREEK
AT BRONSON CDD



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77 S. Warner Lane
ORLANDO, FL 32803
TEL (407) 263-6929

LB #7013 CA #6474

FUTURE LAND USE MAP				
SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT				
SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	EXHIBIT
6,7/25S/29E	03721.0002	EF JA	7/31/2019	6

EXHIBIT 7

STATEMENT OF ESTIMATED REGULATORY COSTS

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs (“SERC”) supports the petition to form the **Shingle Creek at Bronson Community Development District** (the “District”). The proposed District comprises approximately 360.07 acres of land located within Osceola County, Florida (hereafter “County”). The project is planned for approximately 568 residential units, including 212 townhomes and 356 single-family homes. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes, as follows:

“That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant.”

1.2 Overview of the Shingle Creek at Bronson Community Development District

The District is designed to provide community infrastructure, services, and facilities along with operation and maintenance of such facilities and services to the lands within the District. The District will encompass approximately 360.07 acres.

The Development plan for the proposed lands within the District includes approximately 568 residential units. Such uses are authorized for inclusion within the District. A Community Development District (“CDD”) is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDD’s provide a “solution to the state’s planning, management and financing needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers.” Section 190.002(1)(a), Florida Statutes.

A CDD is not a substitute for the local, general purpose, government unit, e.g., the City/County in which the CDD lies. A CDD does not have the permitting, zoning or general police powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments, such as Shingle Creek at Bronson. The scope of this SERC is limited to evaluating the consequences of approving the petition to establish the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

According to Section 120.541(2), Florida Statutes, a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly: is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency¹, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties defined by Section 120.52, Florida Statutes. (Osceola County is not defined as a small county for purposes of this requirement). The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 Adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of \$1 million.

The creation of the District will not meet any of the triggers in Section 120.541(2)(a), Florida

¹ For the purposes of this SERC, the term "agency" means Osceola County and the term "rule" means the ordinance(s) which Osceola County will enact in connection with the creation of the District.

Statutes. The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0 of this SERC.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

As noted above, the Shingle Creek at Bronson Community Development District is a community designed for approximately 568 residential units. Formation of the District would put all of these units under the jurisdiction of the District. Prior to sale of any units, all of the land owned by the Developer and any other landowner will also be under the jurisdiction of the District.

4.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed formation of the District. The District as proposed will encompass under 2,500 acres, therefore the County is the establishing entity under sections 190.005(2), (2)(c), Florida Statutes. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.018, Florida Statutes, the proposed District must pay an annual fee to the State of Florida Department of Economic Opportunity, which offsets such costs.

Osceola County

The County and its staff will process and analyze the petition, conduct a public hearing with respect to the petition, and vote upon the petition to establish the District. These activities will absorb some resources. However, the filing fee required by Chapter 190, Florida Statutes, is anticipated to cover the costs for review of the petition for establishment.

These costs to the County are modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new or additional staff. Fourth, there is no capital required to review the petition. Finally, local governments routinely process similar petitions for land uses and zoning changes that are far more complex than is the petition to establish a community development district.

The annual costs to the County because of the establishment of the District are minimal. The proposed District is an independent unit of local government. The only annual costs the County

faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the County. Furthermore, the County will not incur any quantifiable on-going costs resulting from the on-going administration of the District. As previously stated, the District operates independently from the County, and all administrative and operating costs incurred by the District relating to the financing and construction of infrastructure are borne entirely by the District and its landowners.

4.2 Impact on State and Local Revenues

Adoption of the proposed rule will have no negative impact on State and local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No state or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct infrastructure or facilities, or for any other reason, are not debts of the State of Florida or the County. In accordance with Florida law, debts of the District are strictly the District's own responsibility.

5.0 A good faith estimate of the transactional costs that are likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. It is anticipated that the Stormwater Management, Roadway, Wastewater System, Potable Water System, Reuse Water System, Public Area Landscaping, Recreation/Amenity, Professional Fees and Water and Sewer Utility Connection and Impact fees will be financed by the District.

**Table 1.
Shingle Creek at Bronson CDD Proposed Facilities and Services**

<u>District Infrastructure</u>	<u>Construction</u>	<u>Ownership</u>	<u>Capital Financing</u>	<u>Operations & Maintenance</u>
Stormwater Management	District	District	District Bonds	District
Roadway	District	County	District Bonds	County
Wastewater System	District	TWA	District Bonds	TWA
Potable Water System	District	TWA	District Bonds	TWA
Reuse Water System	District	TWA	District Bonds	TWA
Public Area Landscaping	District	District/County	District Bonds	District
Recreation/Amenity	Developer	District	District Bonds	District

The petitioner has estimated the design and development costs for providing the capital facilities. The cost estimates are shown in Table 2 below. Total development costs for these facilities are estimated to be approximately \$38,423,600. The District may issue special assessments or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non-ad valorem assessments levied on all developable properties in the District that may benefit from the District's capital improvement program.

Table 2. Cost Estimate for District Facilities

<u>Infrastructure</u>	<u>Estimated Cost</u>
Stormwater Management	\$6,700,000
Roadway	\$1,800,000
Wastewater System	\$2,300,000
Potable Water System	\$1,500,000
Reuse Water System	\$250,000
Public Area Landscaping	\$1,000,000
Recreation/Amenity	\$16,544,400
Professional Fees	\$3,000,000
Water and Sewer Utility Connection and Impact Fees	\$3,340,000
Contingency	\$1,989,200
TOTAL	\$38,423,600

Landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose non-ad valorem assessments to fund the operation and maintenance of the District and its facilities and services.

It is important to recognize that buying property in the District is completely voluntary. Ultimately, all owners and users of property within the District choose to accept the non-ad valorem assessments as a tradeoff for the numerous benefits and facilities that the District provides.

A CDD provides property owners with the option of having a higher level of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary community facilities and services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, or through developer equity and/or bank loans.

In considering these costs it shall be noted that occupants of the lands to be included within the District will receive four major classes of benefits.

First, those property owners and businesses in the District will receive a higher level of public services sooner than would otherwise be the case.

Second, a District is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a District is the sole form of governance which allows District landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type, quality and expense of the District services they receive, provided they meet the City's overall requirements.

Fourth, the CDD has the ability to maintain infrastructure better than a Homeowners' Association ("H●A") because it is able to offer a more secure funding source for maintenance and repair costs through assessments collected on the county tax bill pursuant to section 197.3632, Florida Statutes.

The cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD, the cost impact to landowners is negligible. This incremental cost of the high-quality infrastructure provided by the District is likely to be fairly low.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes.

There will be no impact on small businesses because of the formation of the District. If anything, the impact may be positive. This is because the District must competitively bid many of its contracts, affording small businesses the opportunity to bid on District work, and may also result in a need for additional retail and commercial services that afford small businesses and opportunity for growth.

The County has an estimated un-incarcerated population that is greater than 75,000 according to the 2010 U.S. Census. Therefore, the County is not defined as a "small county" according to section 120.52(19), Florida Statutes.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Developer's Engineer and other professionals associated with the Developer.

8.0 In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

There have been no good faith written proposals submitted to the agency as described in section 120.541(1)(a), Florida Statutes.

*Prepared by:
Governmental Management Services - Central Florida, LLC
September 30, 2019*

**PETITIONER'S AGREEMENT
REGARDING THE
SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT**

THIS AGREEMENT ("Agreement") is made and entered into this 16th day of December, 2019, by and between **LEN OT HOLDINGS, LLC**, a Florida limited liability company, with its principal place of business at 6750 Forum Drive, Suite 310, Orlando, Florida 32821, as an affiliate of Lennar Homes, LLC (the "Petitioner") , and **OSCEOLA COUNTY, FLORIDA**, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the Petitioner on October 4, 2019, filed a petition (the "Petition") pursuant to Chapter 190, *Florida Statutes*, with the County to establish a community development district to be known as the Shingle Creek at Bronson Community Development District (the "District"); and

WHEREAS, the Petitioner, or its affiliated entities, owns or controls, through deed, option contract or agreement, one-hundred percent (100%) of the lands proposed to be included in the District (the "Property"); and

WHEREAS, the District, if and when established, would have the power and authority to issue bonds to finance the cost of design, acquisition and construction of certain public infrastructure, facilities and services and to impose, levy and collect special assessments on land contained within the boundaries of the District and use the revenue there from to pay the debt service on the bonds, as well to maintain the public assets of the District; and

WHEREAS, to insure adequate funding for the development of District infrastructure and the long-term maintenance of the public assets of the District, it is anticipated that the District will, upon platting of the Property, utilize the uniform method for collection of the special assessment pursuant to Section 197.3632, *Florida Statutes*, and placing the assessments on platted lots on the tax bill issued by the Tax Collector for Osceola County, Florida; and

WHEREAS, the County seeks evidence of the legislative finding of Section 190.005(e)(4), *Florida Statutes*, that the District is the best alternative available for delivering community development services and facilities to the area that will be served by the District through an acknowledgement of Petitioner's commitment to provide the District with enhanced infrastructure that exceeds the County's Development Code; and

WHEREAS, the Property has the appropriate Tourist Commercial (TC) Future Land Use (ORD 13-35, approved on 8/12/13), Commercial Tourist (TC) Zoning (ORD 13-56, approved on 9/16/13), an approved Master Preliminary Subdivision Plan (PS18-00027) that was approved by the Osceola County Board of County Commissioners on January 7, 2019 and a certain Site Development Plan (SDP19-0012) approved by Osceola County Development Review on May 17, 2019 (collectively "County Development Approvals"), which establish and document the

Petitioner's plan to provide development at higher standards than the County's minimum standards within the Property, which will include: 1) road construction enhancements with increased right-of-ways widths and bike lanes, 2) enhanced landscaping, 3) upscale amenity center, 4) pocket parks, open space and enhanced non-residential buffering allowing for significant scenic views (the "Shingle Creek at Bronson Enhancements");

WHEREAS, the Petitioner has also received permits relating to water, sewer and stormwater utility infrastructure which are anticipated to be conveyed to the District or the County upon completion of construction, for ongoing governmental operation and maintenance, including South Florida Water Management District (SFWMD) Permit No. 49-101447-P, and Toho Water Authority (TWA) Permit No. 190012 (the SFWMD Permit and TWA Permits collectively referred to as the "Utility Permits"); and

WHEREAS, upon its creation, Petitioner will request that the initial Board of Supervisors for the District (the "Board of Supervisors") consider an interlocal agreement between itself and the County (the "Interlocal Agreement") to: (i) provide for certain enhanced disclosure regarding the establishment of the District and the existence of liens and special assessments on benefitted lands contained within the District's boundaries, (ii) provide that annual notice be given by the District to all landowners within the District regarding the date, time and place of the regular meetings of the Board of Supervisors for its ensuing fiscal year and (iii) provide that annual notice be given by the District to all landowners within the District regarding the date, time and place of its annual budget hearing; and

WHEREAS, the County and Petitioner have agreed on the terms of an agreement for use as an Interlocal Agreement which requires the District to give certain notices and information to the public and landowners in the District (the "Proposed Agreement"); and

WHEREAS, the Petitioner is in good faith agreeing to present the Proposed Agreement to the Board of Supervisors with its recommendation for adoption at the first meeting of the Shingle Creek at Bronson Community Development District.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by both parties, the parties agree as set forth herein.

1. **INCORPORATION OF RECITALS:** The Recitals are true and accurate and shall constitute a material part of this Agreement.

2. **PROPOSED INTERLOCAL AGREEMENT.** The County and Petitioner acknowledge that the Proposed Agreement, attached hereto as Appendix "A", adequately addresses the concerns of the County and the Petitioner, and upon the establishment of the District, the Proposed Agreement is suitable for use as the Interlocal Agreement.

3. **PETITIONER'S RECOMMENDATION OF PROPOSED AGREEMENT**
The Petitioner shall recommend to the Board of Supervisors at its first regularly scheduled meeting that the Proposed Agreement be adopted in its current form to serve as the Interlocal Agreement.

4. **CONSIDERATION OF PETITION AT DECEMBER 16, 2019 MEETING.**

The County has agreed to consider at its December 16, 2019 meeting of the Board of County Commissioners, as may be continued, the establishment of the District through Ordinance No. 2019-113 and the concurrent adoption of this Petitioner's Agreement, which includes the proposed Interlocal Agreement.

5. **ENHANCED NOTICE TO HOMEBUYERS.** The Petitioner agrees that it shall, and shall cause or make its best efforts to cause initial builders of homes within the District to, provide to homebuyers an information sheet concerning the District in "plain English", including the amount of proposed assessments and procedures for the payment of such assessments. This is in addition to the notice in each initial purchase contract that is required by Section 190.048, *Florida Statutes*.

6. **ACKNOWLEDGEMENT OF ENHANCED IMPROVEMENTS AND INFRASTRUCTURE.** The Petitioner hereby acknowledges that the following Shingle Creek at Bronson Enhancements, i.e., elements of enhanced infrastructure intended to be delivered by Petitioner to the residents of the development, will exceed the County's design standards or otherwise deliver infrastructure or services that would not otherwise be provided by the County:

- a. **Enhanced Landscaping:** Enhanced landscaping including landscape berms and entry features are proposed at the project entrance.
- b. **Amenity Center:** The development plans to incorporate an amenity center: The Amenity Center will include a large clubhouse, with a swimming pool, lazy river, basketball court and children's playground. The Recreational Amenities will be acquired and maintained by the District.
- c. **Pocket Parks and Open Space:** As acknowledged in the County Development Approvals, the District will contain various pocket parks and open space. A fully landscaped entry feature is anticipated to be owned and operated by the District. Other areas include several pocket parks that are passive in nature. Shaded seating areas and gardens in these pocket parks will allow for quite gatherings and meeting places for neighbors to enjoy the outdoor spaces and each other. Pet way stations and trash receptacles will be incorporated into these pocket parks so that all residents may enjoy these areas. As acknowledged in the County approved Preliminary Subdivision Plan, the total open space available for recreation acreage, which exceeds the minimum requirement.
- d. **Maintenance of Water, Sewer, and Stormwater Systems.** The development of the Property within the District will involve the construction of water, sewer and stormwater systems and ongoing operation maintenance of these respective systems in compliance with the Utility Permits. The District is anticipated to undertake the responsibility this ongoing operation and maintenance in compliance with the Utility Permits. This is a unique benefit of

establishing the District, as a public governmental entity, because the SFWMD and FDEP often refuse to accept operation and maintenance of the Utility Permits by a private entity, such as a homeowners association.

7. DEFINITION OF DISTRICT AND HOMEOWNERS ASSOCIATION RESPONSIBILITIES. The Petitioner and County agree that the initial responsibilities of the District and any potential homeowners association (HOA) as to responsibility for certain parcels within the boundaries of the District shall be delineated in the plat(s) filed in the Public Records of Osceola County. Both parties acknowledge that ownership and respective responsibilities of the District and HOA may change over time as necessitated by development and/or mutual agreement between the District, Petitioner and/or HOA.

8. GOVERNING LAW/VENUE. This Agreement, and all extensions, renewals, amendments, supplements, and modifications thereto, and all questions relating to the validity, interpretation, performance, or enforcement thereof shall be governed by and construed in accordance with the laws of the State of Florida. Except for a suit in federal court, venue for all suits to enforce this Agreement shall be in Osceola County, Florida. All legal disputes, proceedings, or actions arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Osceola County, Florida, or, if appropriate, the United States District Court for the Middle District of Florida, Orlando Division. Each of the parties hereto warrants and represents that this Agreement is valid, binding and enforceable against and in accordance with the terms and conditions of Florida law.

9. NOTICES. Any notices required or permitted under this Agreement shall be given to the parties by certified mail, return receipt requested, hand delivery or express courier and shall be effective upon receipt when delivered to the parties at the addresses set forth below (or such other addresses as provided by the parties by written notice delivered in accordance with this paragraph):

If to Petitioner: LEN OT HOLDINGS, LLC
 c/o Orlando Division
 700 N.W. 107th Avenue, Suite 400
 Miami, Florida 33172
 Attn: Corporate Counsel

 LENNAR HOMES, LLC
 6750 Forum Drive, Suite 310
 Orlando, FL 32821
 ATTN: Brock Nicholas and/or Mark McDonald

With a copy to: LATHAM, LUNA, EDEN & BEAUDINE, LLP
 f/k/a LATHAM, SHUKER, EDEN & BEAUDINE, LLP
 111 N. Magnolia Avenue, Suite 1400
 Orlando, Florida 32801
 Attn: Jan Albanese Carpenter, Esq.

If to County: Don Fisher
County Manager
Osceola County
1 Courthouse Square, Suite 1100
Kissimmee, Florida 34741

With a copy to: Andrew Mai
County Attorney
Osceola County
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741

10. **PUBLIC RECORDS.**

- a. IF THE PETITIONER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PETITIONER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Public Information Office
1 Courthouse Square, Suite 3100
Kissimmee, Florida 34741
Phone: (407) 742-0100
Email: BCCPIO@osceola.org

- b. The Petitioner understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If Petitioner will act on behalf of the County, as provided under Section 119.011(2), *Florida Statutes*, the Petitioner, subject to the terms of Section 287.058(1)(c), *Florida Statutes*, and any other applicable legal and equitable remedies, shall:
- i. Keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
 - ii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the

contract term and following completion of the contract if the Petitioner does not transfer the records to the County.

- iii. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Petitioner or keep and maintain public records required by the County to perform the service. If the Petitioner transfers all public records to the County upon completion of the contract, the Petitioner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Petitioner keeps and maintains public records upon completion of the contract, the Petitioner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- iv. If the Petitioner does not comply with a public records request, the County shall enforce the contract provisions in accordance with the Agreement.

11. **AMENDMENTS.** No amendment, modification or other changes to this Agreement shall be binding upon the parties, unless in writing and executed by all the parties.

12. **SUCCESSORS AND ASSIGNS BOUND.** The rights and obligations contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, including any successor in title to each Petitioner to all or any part of the Properties.

13. **EFFECTIVE DATE.** This Agreement shall become effective upon the date the last of the parties execute this Agreement.

14. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts together constitute duplicates of the one and same instrument.

15. **SEVERABILITY.** All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

16. **APPROVALS.** Whenever any review or approval is required by any party, such party agrees that such review or approval will be promptly conducted and concluded. Moreover, each party agrees that it will act reasonably in exercising its review and approval functions hereunder and no approval shall be unreasonably delayed or withheld.

17. **FURTHER ASSURANCES.** The parties hereto agree to execute any and all further instruments and documents and to take all such actions as may be reasonably required to carry out the terms of this Agreement and the transactions contemplated herein.

18. **HEADINGS.** The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

19. **TIME.** Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or legal holiday, such time for performance shall be extended to the next business day.

20. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties as to the matters set forth herein, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties hereto.

**COUNTY SIGNATURE PAGE TO PETITIONERS AGREEMENT
FOR THE ESTABLISHMENT OF THE
SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT**

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

ATTEST:

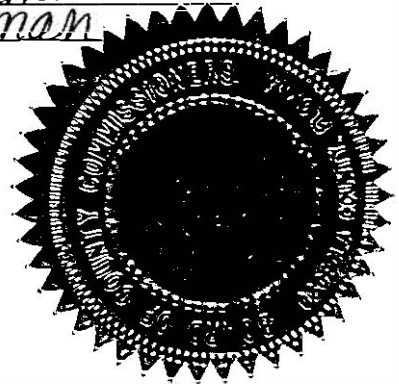
Rachel Waldenmuth
Osceola County Clerk

BOARD OF COUNTY
COMMISSIONERS OF OSCEOLA
COUNTY, FLORIDA

By: *Viviana Janer*
Name: *Viviana Janer*
Title: *Chairwoman*

APPROVED AS TO FORM:

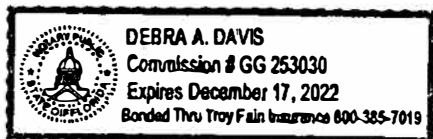
[Signature]
Osceola County Attorney



STATE OF FLORIDA)
COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me this 11th day of December 2019, by *Viviana Janer* and *Rachel Waldenmuth* as the *Chairwoman* and *Deputy Clerk* of Osceola County, Florida, and who have acknowledged that they executed the same on behalf of Osceola County, Florida and that each was authorized to do so. Each is personally known to me or has produced as identification.

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



Debra A Davis
Notary Public; State of Florida
Print Name: *Debra A Davis*
My Commission Expires: *12/17/22*
My Commission No.: *GG 253030*

**PETITIONER SIGNATURE PAGE TO PETITIONERS AGREEMENT
FOR THE ESTABLISHMENT OF THE
SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT**

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

By: 

Name: BROCK NICHOLAS

Title: VICE PRESIDENT

STATE OF FLORIDA)

COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 27th day of December, 2019, by Brock Nicholas, as Vice President for **LEN OT HOLDINGS, LLC**, a Florida limited liability company who executed on behalf of the said limited liability company and that each was authorized to do so. Each is [☒] personally known to me or [] has produced valid identification.

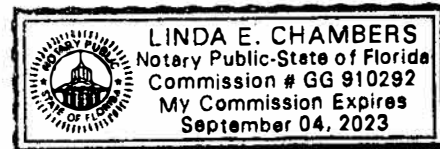


Notary Public; State of Florida

Print Name: LINDA E. CHAMBERS

My Commission Expires: 9-4-23

My Commission No.: 910292



**APPENDIX “A”
TO PETITIONER’S AGREEMENT**

Proposed Interlocal Agreement

[ATTACHED BELOW]

[INSERT RECORDING INFO]

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

THIS INTERLOCAL AGREEMENT (the “Interlocal Agreement”), dated as of December 16, 2019, is entered into by and between **Osceola County, Florida** (the “County”), a political subdivision of the State of Florida and the **Shingle Creek at Bronson Community Development District** (the “District”), a community development district created pursuant to the provisions of Chapter 190, *Florida Statutes*, with its District Manager being Governmental Management Services – Central Florida, with offices located at 219 East Livingston Street, Orlando, Florida 32801.

RECITALS:

WHEREAS, Len OT Holdings, LLC, a Florida limited liability company and affiliated entity of Lennar Homes, LLC (the “Petitioner”), as fee simple owner of real property located in Osceola County, Florida, more particularly described on Exhibit “A” hereto and incorporated herein by this reference (the “Property”), did file with the County on October 4, 2019, a petition (the “Petition”) pursuant to the Act (as defined herein) to establish the Shingle Creek at Bronson Community Development District; and

WHEREAS, upon review of the Petition and supporting testimony, evidence and documentation, including but not limited to surveys, plans and specifications and financial data, the Board of County Commissioners of Osceola County (the “County Board”), on December 16, 2019, granted the Petition; and

WHEREAS, on December 16, 2019, concurrent with or subsequent to the action of the County Board granting the Petition, the County Board enacted Ordinance No. 2019-113 (the “Ordinance”) establishing the Shingle Creek at Bronson Community Development District (the “District”); and

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

WHEREAS, the District is an independent special district and a local unit of special-purpose government which is created pursuant to the Act, and is limited to the performance of those specialized functions authorized by the Act and the Ordinance; and

WHEREAS, the governing body of the District is created, organized, constituted and authorized to function specifically as prescribed in the Act and the Ordinance for the delivery of urban community development services; and

WHEREAS, pursuant to the Act, the District is presently authorized to construct, acquire, and maintain infrastructure improvements and services set forth in Section 190.012(1), *Florida Statutes*, for which the District may impose, levy and collect non-ad valorem special assessments on land within the boundaries of the District; and

WHEREAS, in accordance with the Act, the County has expressed in the Ordinance its consent to the District Board (as defined herein) having the additional powers to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain additional systems and facilities described and authorized by Sections 190.012(1) and 190.012(2)(a) and 190.012(2)(d), *Florida Statutes*, for which the District may impose, levy and collect non-ad valorem special assessments on land within the boundaries of the District; and

WHEREAS, the Petitioner has previously indicated its intent to present to the District Board, after its establishment, a proposed Interlocal Agreement between the County and the District to further define the responsibility of the District to (i) provide for certain enhanced disclosure regarding the establishment of the District and the existence of liens and special assessments on lands contained within the District's boundaries, (ii) provide that annual notice be given by the District to all landowners within the District regarding the date, time and place of the scheduled monthly meetings of the Board of Supervisors for its ensuing fiscal year and (iii) provide that annual notice be given by the District to all landowners within the District regarding the date, time and place of its budget hearing; and

WHEREAS, Petitioner has presented this Interlocal Agreement to the District Board (as defined herein) for approval; and

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

WHEREAS, Chapter 163, *Florida Statutes*, known as the "Florida Interlocal Cooperation Act of 1969" (hereinafter, the "Cooperation Act"), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities, and

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

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

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

ARTICLE I - INTRODUCTION

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

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

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

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

“District Board” means the initial Board of Supervisors and all subsequent forms of the Board of Supervisors for the District.

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

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

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

ARTICLE II - DISTRICT POWERS

Section 2.01. Exercise of Powers.

A. **Powers.** The District has and shall retain all powers, rights, obligations and responsibilities granted or imposed by the Act, as amended from time to time, including but not limited to, all general powers and special powers set forth in Sections 190.011, 190.012(1), 190.102(2)(a), 190.012(2)(d), 190.012(3) and 190.012(4), *Florida Statutes*.

B. **Acknowledgment of Powers.** The District hereby acknowledges that its additional powers under the Ordinance do not include those set forth in Sections 190.012(2)(b), 190.012(2)(c), 190.012(2)(e) and 190.012(2)(f), *Florida Statutes*, and the District agrees that it will not provide such improvements or services, nor collect assessments therefor without the prior approval and amendment to the Ordinance by the County Board.

ARTICLE III - ENHANCED DISCLOSURE AND NOTICE

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

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

- Notice of Establishment of the District
- Notice of Public Financing
- This Interlocal Agreement

Section 3.02. Notice of District Meeting Schedule. In addition to the statutory notice requirement set forth in Section 190.008(2)(a), *Florida Statutes*, the District hereby agrees to publish in a newspaper that meets the requirements of the Act once a year a notice of District's adopted schedule of meetings of its Board of Supervisors for the ensuing fiscal year ("District Meeting Schedule"), which notice shall designate the date, time and place of each of the scheduled meetings. The described District Meeting Schedule will also be provided to the

Osceola County Manager by mail to the County Administration Building, 1 Courthouse Square, Suite 4700, Kissimmee, Florida 34741 or such other address as directed in writing by the County Manager. The District Meeting Schedule shall also be posted online on the District's website as noted in Section 3.03 hereunder.

Section 3.03 District Website Information. The District shall establish a website within one-hundred twenty (120 days) of its establishment. The District website shall include the District's Meeting Schedule and all other information as required by Sections 189.015(1), 189.016 and 189.069, *Florida Statutes*, which shall include, but is not limited to, the:

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

14. Public facilities report.

15. The link to the Department of Financial Services' website as set forth in Section 218.32(1)(g), *Florida Statutes*

16. At least seven (7) days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information.

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

ARTICLE IV MISCELLANEOUS PROVISIONS

Section 4.01. Notices. Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party or parties shall have been specified by written notice to the other party delivered in accordance herewith. The County notify the District that the County intends to elect to designate an individual within County staff (the "CDD Coordinator") as the recipient of all notices to be transmitted to the County as described in Article III herein. The District may deliver such notices to the CDD Coordinator by electronic mail ("email"), hand delivery, certified mail, facsimile, or any other mutually acceptable method of delivery.

If to the County:

County Attorney
County Administration Building
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741

If to the District:

Governmental Management Services –
Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
George S. Flint, District Manager

With Copy to: Latham, Luna, Eden & Beaudine, LLP
f/k/a/ Latham, Shuker, Eden & Beaudine, LLP
111 N. Magnolia Avenue, Suite 1400
Orlando, Florida 32801
Jan A. Carpenter, Esq., District Counsel

Section 4.02. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the County, the District, and their respective successors and assigns.

Section 4.03. Filing and Recording. The County Board and the District Board hereby authorize and direct, after execution of this Interlocal Agreement by the duly qualified and authorized officers of each of the parties hereto, that this Interlocal Agreement be filed with the Clerk of the Circuit Court of Osceola County, Florida, in accordance with the requirements of Section 163.01(11), *Florida Statutes*. The County shall record this Agreement in the Public Records of Osceola County, at the County's expense.

Section 4.04. Applicable Law and Venue. This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement, venue shall be solely in Osceola County, Florida.

Section 4.05. Entire Agreement. This instrument and its exhibits constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment, except changes in Chapter 189, 190 or any other Florida Law shall automatically amend this agreement.

Section 4.06. Continued Effect; Remedies. Notwithstanding anything herein to the contrary, no provision of this Interlocal Agreement shall be construed to affect, alter, or otherwise impair the District's power to impose, levy and collect Capital Assessments or assessments for operation and maintenance purposes and the failure of the District to comply with or provide the enhanced disclosure or notices as described herein shall not in any manner render the Capital Assessments, the operation and maintenance assessments, or any of the proceedings related thereto ineffective; provided, however, that the District must comply with the additional notice requirement set forth in Section 3.03 hereof for its annual budget hearing to be considered effective. The County's sole remedy for the District's failure to perform in accordance with the terms of this Interlocal Agreement shall be an action for mandamus or specific performance, as applicable, by court order, to cause the District to comply with its obligations hereunder.

Section 4.07. Effective Date. This Interlocal Agreement shall become effective after its execution by the authorized representatives of both parties and upon the date of its filing with the Clerk of the Circuit Court of Osceola County, Florida. This Agreement shall also be recorded in the public records of the County to become a part of the title history of properties in the District.

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

**BOARD OF COUNTY
COMMISSIONERS OF OSCEOLA
COUNTY, FLORIDA**

By: _____
Name: _____
Title: _____

ATTEST:

Name: _____
Title: _____

**STATE OF FLORIDA)
COUNTY OF OSCEOLA)**

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, as the _____ of Osceola County, Florida, and who has acknowledged that he executed the same on behalf of Osceola County, Florida and is [] personally known to me or has [] produced valid identification.

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

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

SIGNATURE PAGE TO INTERLOCAL AGREEMENT

COMMUNITY

SHINGLE CREEK AT BRONSON

DEVELOPMENT DISTRICT

ATTEST:

By: _____

Name: _____

Title: _____

Name: _____

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, as _____ for the Shingle Creek at Bronson Community Development District, and who has acknowledged that he has executed the same on behalf of the Shingle Creek at Bronson Community Development District and is [] personally known to me or [] has produced valid identification.

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

Notary Public; State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No.: _____



CDD19-0007

2019 AERIAL
PHOTOGRAPHY



SUBJECT SITE
Within Urban Growth Boundary
NOT Within W192 CRA

0 1,000
Feet



OSCEOLA COUNTY
AGENT AUTHORIZATION FORM



I/we, as the owner(s) of real property in Osceola County, Florida, which is described below do hereby authorize the following person or persons to act as my/our agent to execute any petitions, applications, or other documents necessary to affect the application approval requested and more specifically described below, and to appear on my behalf before any administrative or legislative body in the County concerning the application(s) and to act in all respects as my/our agent in matters pertaining to the requested application(s).

Agent Information [PLEASE PRINT]

Name(s): Andrew C. d'Adesky, Esq. and Jan A. Carpenter, Esq. - Latham, Luna, Eden & Beaudine, LLP
Company: ~~AKA~~ Latham, Shuker, Eden & Beaudine, LLP
Phone: 407-481-5876 Email: adadesky@lseblaw.com or jcarpenter@lseblaw.com
adadesky@latham luna.com or jcarpenter@latham luna.com

Requested Application(s): Petition to Establish the Shingle Creek at Bronson Community Development District

Subject Property [PLEASE PRINT]

Address: LEGAL ATTACHED
Parcel ID(s):
Legal Description: ATTACHED
☐ See Attached

Property Owner(s) Information [PLEASE PRINT]

Property Owner Name(s): LENNAR HOMES LLC
Address: 6750 Forum Drive, Suite 310, Orlando, Florida
Phone: Email:

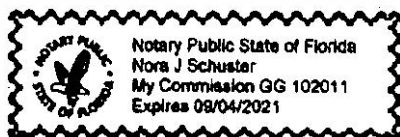
SIGNED AUTHORIZATION

8/2/2019		Brock Nicholas
DATE	SIGNATURE	PRINTED NAME OF PROPERTY OWNER
DATE	SIGNATURE	PRINTED NAME OF PROPERTY OWNER

STATE OF FLORIDA
COUNTY OF OSCEOLA

The forgoing document was (or affirmed) and subscribed to before me this 2nd day of August 2019 by Brock Nicholas who is personally known to me or who produced as identification.

Public Notary Seal:



Signature of Notary
Notary # GG 102011
My Commission Expires: 9/4/2021

2019 FLORIDA LIMITED LIABILITY COMPANY AMENDED ANNUAL REPORT

DOCUMENT# L06000114706

Entity Name: LENNAR HOMES, LLC**Current Principal Place of Business:**700 N.W. 107TH AVENUE
SUITE 400
MIAMI, FL 33172**Current Mailing Address:**700 N.W. 107TH AVENUE
SUITE 400
MIAMI, FL 33172 US**FEI Number:** 59-0711505**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**C T CORPORATION SYSTEM
1200 S. PINE ISLAND RD.
SUITE 250
PLANTATION, FL 33324 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGRM
Name U.S. HOME CORPORATION
Address 700 N.W. 107TH AVENUE
SUITE 400
City-State-Zip: MIAMI FL 33172

Title CEO
Name MILLER, STUART A
Address 700 N.W. 107TH AVENUE
SUITE 400
City-State-Zip: MIAMI FL 33172

Title CFO
Name GROSS, BRUCE
Address 700 N.W. 107TH AVENUE
SUITE 400
City-State-Zip: MIAMI FL 33172

Title PRES
Name BECKWITT, RICHARD
Address 1707 MARKETPLACE BLVD., SUITE
270
City-State-Zip: IRVING TX 75063

Title VP/S/GC
Name SUSTANA, MARK
Address 700 N.W. 107TH AVENUE
SUITE 400
City-State-Zip: MIAMI FL 33172

Title VP
Name FEDER, ERIC
Address 700 N.W. 107TH AVENUE
SUITE 400
City-State-Zip: MIAMI FL 33172

Title VP
Name BAVOUCSET, JAMES S
Address 700 N.W. 107TH AVENUE
SUITE 400
City-State-Zip: MIAMI FL 33172

Title VP
Name GABOR, STEPHEN
Address 700 N.W. 107TH AVENUE
SUITE 400
City-State-Zip: MIAMI FL 33172

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath, that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MARK SUSTANA**SECRETARY****09/23/2019**

Electronic Signature of Signing Authorized Person(s) Detail

Date

Authorized Person(s) Detail Continued :

Title VP
Name GONZALEZ, CARLOS
Address 700 N.W. 107TH AVENUE
SUITE 400
City-State-Zip: MIAMI FL 33172

Title VP
Name HIGGINS, ERIK R
Address 700 N.W. 107TH AVENUE
SUITE 400
City-State-Zip: MIAMI FL 33172

Title VP
Name JAFFE, JONATHAN M
Address 700 N.W. 107TH AVENUE
SUITE 400
City-State-Zip: MIAMI FL 33172

Title VP
Name MCMURRAY, DARIN L
Address 700 N.W. 107TH AVENUE
SUITE 400
City-State-Zip: MIAMI FL 33172

Title VP
Name METHENY, MARVIN L
Address 700 N.W. 107TH AVENUE
SUITE 400
City-State-Zip: MIAMI FL 33172

Title VP
Name SMITH, STEVE R
Address 700 N.W. 107TH AVENUE
SUITE 400
City-State-Zip: MIAMI FL 33172

Title CONTROLLER
Name COLLINS, DAVID
Address 700 N.W. 107TH AVENUE
SUITE 400
City-State-Zip: MIAMI FL 33172

Title AUTHORIZED AGENT - HOMEBUILDING/SALES
OPERATIONS
Name CHEN, SANDY
Address 700 N.W. 107TH AVENUE
SUITE 400
City-State-Zip: MIAMI FL 33172

Title AUTHORIZED AGENT - HOMEBUILDING/SALES
OPERATIONS
Name KIRSCHNER, TERRENCE V
Address 700 N.W. 107TH AVENUE
SUITE 400
City-State-Zip: MIAMI FL 33172

Title VP
Name GROSS, BRUCE
Address 700 N.W. 107TH AVENUE
SUITE 400
City-State-Zip: MIAMI FL 33172

Title VP
Name HURST, BRYAN
Address 700 N.W. 107TH AVENUE
SUITE 400
City-State-Zip: MIAMI FL 33172

Title VP
Name MARLIN, CHRISTIAN L
Address 700 N.W. 107TH AVENUE
SUITE 400
City-State-Zip: MIAMI FL 33172

Title VP
Name MCPHERSON, GREG
Address 700 N.W. 107TH AVENUE
SUITE 400
City-State-Zip: MIAMI FL 33172

Title VP
Name ROTHMAN, FRED
Address 700 N.W. 107TH AVENUE
SUITE 400
City-State-Zip: MIAMI FL 33172

Title VP
Name TYLER, JUDD
Address 700 N.W. 107TH AVENUE
SUITE 400
City-State-Zip: MIAMI FL 33172

Title AUTHORIZED AGENT -
HOMEBUILDING/SALES OPERATIONS
Name AVILA, MICHAEL
Address 700 N.W. 107TH AVENUE
SUITE 400
City-State-Zip: MIAMI FL 33172

Title AUTHORIZED AGENT -
HOMEBUILDING/SALES OPERATIONS
Name HUMAN, MICHAEL
Address 700 N.W. 107TH AVENUE
SUITE 400
City-State-Zip: MIAMI FL 33172

Title AUTHORIZED AGENT -
HOMEBUILDING/SALES OPERATIONS
Name MORGAN, KAREN
Address 700 N.W. 107TH AVENUE
SUITE 400
City-State-Zip: MIAMI FL 33172

Title AUTHORIZED AGENT - HOMEBUILDING/SALES OPERATIONS
 Name MOSS, DEBORAH
 Address 700 N.W. 107TH AVENUE SUITE 400
 City-State-Zip: MIAMI FL 33172

Title AUTHORIZED AGENT - HOMEBUILDING/PERMITTING OPERATIONS
 Name SERRATE, PHIL
 Address 700 N.W. 107TH AVENUE SUITE 400
 City-State-Zip: MIAMI FL 33172

Title AUTHORIZED AGENT - PAYROLL OPERATIONS
 Name MURIAS, MANUEL
 Address 700 N.W. 107TH AVENUE SUITE 400
 City-State-Zip: MIAMI FL 33172

Title AUTHORIZED AGENT - TAX OPERATIONS
 Name PETROLINO, MICHAEL
 Address 700 N.W. 107TH AVENUE SUITE 400
 City-State-Zip: MIAMI FL 33172

Title ASST. SECRETARY
 Name CHEN, SANDY
 Address 700 N.W. 107TH AVENUE SUITE 400
 City-State-Zip: MIAMI FL 33172

Title ASST. SECRETARY
 Name LEYVA, SANDRA
 Address 700 N.W. 107TH AVENUE SUITE 400
 City-State-Zip: MIAMI FL 33172

Title ASST. SECRETARY
 Name MCPHERSON, GREG
 Address 700 N.W. 107TH AVENUE SUITE 400
 City-State-Zip: MIAMI FL 33172

Title ASST. TREASURER
 Name DESOUZA, JACQUELINE S
 Address 700 N.W. 107TH AVENUE SUITE 400
 City-State-Zip: MIAMI FL 33172

Title AUTHORIZED AGENT - PURCHASE AGREEMENTS
 Name ROTHMAN, FRED
 Address 700 N.W. 107TH AVENUE SUITE 400
 City-State-Zip: MIAMI FL 33172

Title VP
 Name KEILING, SCOTT

Title AUTHORIZED AGENT - HOMEBUILDING/SALES OPERATIONS
 Name RODRIGUEZ, ANGEL
 Address 700 N.W. 107TH AVENUE SUITE 400
 City-State-Zip: MIAMI FL 33172

Title AUTHORIZED AGENT - LAND DEVELOPMENT OPERATIONS
 Name COFFEY, LAURA
 Address 700 N.W. 107TH AVENUE SUITE 400
 City-State-Zip: MIAMI FL 33172

Title AUTHORIZED AGENT - TAX OPERATIONS
 Name AGATSTEIN, GARY A
 Address 700 N.W. 107TH AVENUE SUITE 400
 City-State-Zip: MIAMI FL 33172

Title AUTHORIZED AGENT - TAX OPERATIONS
 Name SCHAAN, TODD
 Address 700 N.W. 107TH AVENUE SUITE 400
 City-State-Zip: MIAMI FL 33172

Title ASST. SECRETARY
 Name HOUK, MELANIE
 Address 700 N.W. 107TH AVENUE SUITE 400
 City-State-Zip: MIAMI FL 33172

Title ASST. SECRETARY
 Name MAYER, JOAN
 Address 700 N.W. 107TH AVENUE SUITE 400
 City-State-Zip: MIAMI FL 33172

Title ASST. SECRETARY
 Name SANTAELLA, GRACE
 Address 700 N.W. 107TH AVENUE SUITE 400
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Title AUTHORIZED AGENT - PURCHASE AGREEMENTS
 Name FOSTER, E. W. MICHAEL
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 City-State-Zip: MIAMI FL 33172

Title VP
 Name ELLIS, LANCE
 Address 10481 BEN . PRATT SIC MILE CYPRESS PARKWAY
 City-State-Zip: FORT MEYERS FL 33912

Title VP

Address 9440 PHILIPS HIGHWAY
 City-State-Zip: JACKSONVILLE FL 32256
 Title AUTHORIZED AGENT - HOMEBUILDING/SALES OPERATIONS
 Name GOLDSTEIN, BENJAMIN
 Address 4600 WEST CYPRESS STREET SUITE 200
 City-State-Zip: TAMPA FL 33607
 Title AUTHORIZED AGENT - HOMEBUILDING/SALES OPERATIONS
 Name PACE, ERICKA
 Address 4600 WEST CYPRESS STREET SUITE 200
 City-State-Zip: TAMPA FL 33607
 Title AUTHORIZED AGENT - LAND DEVELOPMENT OPERATIONS
 Name HIRONS, PARKER
 Address 4600 WEST CYPRESS STREET SUITE 300
 City-State-Zip: MIAMI FL 33607
 Title VP
 Name DESIMONE, ANTHONY
 Address 700 N.W. 107TH AVENUE SUITE 400
 City-State-Zip: MIAMI FL 33172
 Title VP
 Name MCCHESENEY, VALERIE
 Address 700 N.W. 107TH AVENUE SUITE 400
 City-State-Zip: MIAMI FL 33172
 Title AUTHORIZED AGENT - LAND DEVELOPMENT OPERATIONS
 Name MCDONALD, MARK
 Address 700 N.W. 107TH AVENUE SUITE 400
 City-State-Zip: MIAMI FL 33172
 Title VP
 Name MEYERS, MICHAEL G.
 Address 8895 N. MILITARY TRAIL #101B
 City-State-Zip: PALM BEACH GARDENS FL 33410

Name BROCK, NICHOLAS
 Address 8390 EAST CRESENT WAY PARKWAY #600
 City-State-Zip: GREENWOOD VILLAGE FL 80111
 Title AUTHORIZED AGENT - HOMEBUILDING/SALES OPERATIONS
 Name CATANZARITI, JR., JOE
 Address 700 N.W. 107TH AVENUE SUITE 400
 City-State-Zip: MIAMI FL 33172
 Title AUTHORIZED AGENT - LAND DEVELOPMENT OPERATIONS
 Name BONIN, ROB
 Address 700 N.W. 107TH AVENUE SUITE 400
 City-State-Zip: MIAMI FL 33172
 Title AUTHORIZED AGENT
 Name CASAGRANDE, VIRGINIA S.
 Address 15550 LIGHTWAVE DRIVE SUITE 201
 City-State-Zip: CLEARWATER FL 33760
 Title AUTHORIZED AGENT
 Name RAPAPORT, JON
 Address 700 N.W. 107TH AVENUE SUITE 400
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 Title AUTHORIZED AGENT
 Name ALEXANDER, JEFFREY
 Address 700 N.W. 107TH AVENUE SUITE 400
 City-State-Zip: MIAMI FL 33172
 Title AUTHORIZED AGENT - LAND DEVELOPMENT OPERATIONS
 Name LAROSA, DANIEL
 Address 700 N.W. 107TH AVENUE SUITE 400
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