### Shingle Creek at Bronson Community Development District

Agenda

June 6, 2022

## AGENDA

## Shingle Creek at Bronson Community Development District

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

May 30, 2022

Board of Supervisors Shingle Creek at Bronson Community Development District

Dear Board Members:

The meeting of the Board of Supervisors of the Shingle Creek at Bronson Community Development District will be held Monday, June 6, 2022 at 11:00 a.m. at the Oasis Club at ChampionsGate, 1520 Oasis Club Blvd., ChampionsGate, FL 33896. Following is the advance agenda for the regular meeting:

- 1. Roll Call
- 2. Public Comment Period
- 3. Approval of Minutes of the May 2, 2022 Meeting
- 4. Consideration of Disclosure of Public Financing Report
- 5. Consideration of Proposal from Aquatic Weed Control, Inc. to Provide Aquatic Maintenance in Ponds 5, 6 & 7
- 6. Consideration of Addendum from Down to Earth for Landscape Maintenance at Ponds 5, 6 & 7.
- 7. Consideration Resolution 2022-07 Approving the Conveyance of Real Property and Improvements
- 8. Discussion of Pending Plat Conveyances
- 9. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet and Income Statement
    - iii. Presentation of Arbitrage Rebate Calculation Report
- 10. Other Business
- 11. Supervisor's Requests
- 12. Adjournment

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

The third order of business is the approval of minutes of the May 2, 2022 meeting. The minutes are enclosed for your review.

The fourth order of business is the consideration of the Disclosure of Public Financing Report. A copy of the report is enclosed for your review.

The fifth order of business is consideration of proposal from Aquatic Weed Control to provide aquatic maintenance in Ponds 5, 6, & 7. A copy of the proposal is enclosed for your review.

The sixth order of business is the consideration of addendum from Down to Earth to provide landscape maintenance at Ponds 5, 6 & 7. A copy of the addendum is enclosed for your review.

The seventh order of business is the consideration of Resolution 2022-07 approving the conveyance of real property and improvements from the developer. A copy of the Resolution and supporting exhibits are enclosed for your review.

The eighth order of business is the discussion the pending plat conveyances from the Developer to the District. This is an open discussion item.

The ninth order of business is Staff Reports. Sub-Section 1 of the District Manager's Report includes the check register for consideration and Sub-Section 2 includes the balance sheet and income statement for review. Sub-Section 3 is the presentation of the arbitrage rebate calculation report for the Series 2021 bonds. A copy of the report is enclosed for your review.

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

Sincerely,

George S. Flint

District Manager

Cc: Jan Carpenter, District Counsel

2 1 1

David Reid, District Engineer Steve Sanford, Bond Counsel Jon Kessler, Underwriter Scott Schuhle, Trustee

Enclosures

# MINUTES

#### MINUTES OF MEETING SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Shingle Creek at Bronson Community Development District was held on Monday, May 2, 2022 at 11:00 a.m. at the Oasis Club at ChampionsGate, 1520 Oasis Club Blvd. ChampionsGate, Florida.

#### Present and constituting a quorum were:

Adam Morgan Chairman
Rob Bonin joined late Vice Chairman
Brent Kewley Assistant Secretary
Ashley Baksh Assistant Secretary

Also present were:

George Flint District Manager
Kristen Trucco District Counsel

Jay Lazarovich LLEB

David Reid *by phone*Alan Scheerer

District Engineer
Field Manager

#### FIRST ORDER OF BUSINESS

#### Roll Call

Mr. Flint called the meeting to order and called the roll at 11:00 a.m. Three Board members were present, constituting a quorum. Mr. Bonin joined the meeting during the fourth order of business.

#### SECOND ORDER OF BUSINESS

#### **Public Comment Period**

Mr. Flint: There are no members of the public other than Board members and staff.

#### THIRD ORDER OF BUSINESS

## Approval of Minutes of the April 4, 2022 Meeting

Mr. Flint: We will move on to the approval of the minutes from your April 4<sup>th</sup> meeting. Were there any comments or corrections to those?

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

On MOTION by Mr. Morgan seconded by Ms. Baksh, with all in favor, the Minutes of the April 4, 2022 Meeting, were approved.

#### FOURTH ORDER OF BUSINESS

Consideration of Resolution 2022-06 Approving the Proposed Fiscal Year 2023 Budget and Setting the Public Hearing

Mr. Flint: Item four is consideration of Resolution 2022-06. This is a resolution approving a proposed budget and setting the date, place, and time of the public hearing. We are suggesting your August 1st meeting in this location at 8:30 for the public hearing and the budget is attached as exhibit A. This is a proposed budget and the start of the budget process. It's not binding on the Board, if the Board wants to make changes we can do that between now and at the public hearing. It assumes the per unit assessment amounts would remain the same. We are recognizing some carry forward and this is the amount above our three-month operating. So, we have an unappropriated three-month operating reserve, and we are recognizing the amount above that as carry forward and there is a transfer out, as you see, to a capital reserve fund. So, this will be the first year that we will be able to start contributing money to a capital reserve fund. The administrative costs are going up. It is a combination of increasing the Supervisor fees in recognition of the four Board members that are accepting compensation and estimating the number of meetings per year. We've also asked for a 5% increase in our management fee, and we have increased insurance.

\*Mr. Bonin joined the meeting at this time.

Mr. Flint: Are there any questions on the resolution or the exhibit?

On MOTION by Mr. Morgan seconded by Ms. Baksh, with all in favor, Resolution 2022-06 Approving the Proposed Fiscal Year 2023 Budget and Setting the Public Hearing for August 1, 2022 at 11:00 a.m. at the Oasis Club at ChampionsGate, was approved.

#### FIFTH ORDER OF BUSINESS

#### Ratification of Series 2021 Requisition #3

Mr. Flint: Next is requisition #3. This is for Hamilton Engineering for \$7,910. The invoice is attached to the requisition. It has been processed and transmitted to the trustee. We are asking the Board to ratify the requisition.

On MOTION by Mr. Morgan seconded by Ms. Baksh, with all in favor, Series 2021 Requisition #3, was ratified.

#### SIXTH ORDER OF BUSINESS Discussion of Pending Plat Conveyances

Mr. Flint: Next is just a general ongoing agenda item for any discussion of pending plats or conveyances that are necessary. Is there anything we need to talk about at this point regarding plats?

Mr. Bonin: Is there anything specific?

Mr. Flint: No, Mark had asked that this item be placed on every agenda every meeting just in case there is something.

Mr. Morgan: Just because there was some stuff that was missed, and it messed the schedule up time wise.

Mr. Flint: Yes, just to trigger any discussion if there is anything pending.

Ms. Trucco: There are no items that I am aware of right now.

Mr. Flint: We will also be adding another item to agendas where there are funds in the construction account as a reminder to the developer, to staff, to the engineer, that those funds are there and if there is anything we need to do. In this case with Shingle Creek at Bronson, there is \$4,092,000 still in that construction account.

Mr. Morgan: Okay.

Mr. Flint: Dave do you know where we are at, or Kristen, as far as our ability to requisition the remaining funds?

Mr. Reid: I don't have any new pay apps yet. Depending on where we are with construction, Lennar has enough pay apps to cover it. And one of the things I need are fees and any utility impact fees that can eat that up. If we are in a position where we can collect those, then they can send me the information and I'll get started on it.

Mr. Morgan: The only thing, we've got \$4,000,000 left over in the construction budget to give back to Lennar and everything has to be out of Phase 2. So, if there is anything we are aware of; fees, utility fees, or anything that has been completed that we can send in for reimbursement.

Mr. Bonin: All the pay apps, I think we turned in the last requisition probably up through three to four months ago. We've had probably a couple million dollars of pay apps just in the last three months building Phase 2 because we're about to be paved out.

Mr. Morgan: We already had one requisition for Phase 2. We are talking about how we still have some money left. Are you saying there are pay apps in the system?

Mr. Bonin: From whenever we turned in those original pay apps, we probably spent another couple of million dollars.

Mr. Morgan: Okay, that's what we need to find out.

Mr. Bonin: Dave, we'll get going on the next batch.

Mr. Reid: Okay.

Ms. Trucco: And Dave if you could just be in contact with us too. This is Kristen and Jan. So we know if we need to prepare a quick bill of sale and a certificate of District engineer to effectuate that conveyance of the improvements.

Mr. Reid: Okay.

Ms. Trucco: Okay, great. I'll add it to my to-do list too to keep on a radar as well.

Mr. Reid: Rob, on the last requisition, we didn't have any fees like county fees, inspection fees. If you have that add it to whatever other contractor pay apps.

Mr. Bonin: I don't think we would need that, because I think the billings of assured infrastructure will get us all the way to the end. If we do need to add that we will make sure that we count it in.

Mr. Reid: Yeah, a lot of times we don't need it, but I am just saying that if you've got it. I didn't have that for the last one.

Mr. Bonin: Okay.

#### SEVENTH ORDER OF BUSINESS

#### **Staff Reports**

#### A. Attorney

Mr. Flint: Kristen, anything else?

Ms. Trucco: No updates for this Board unless anybody has a question.

#### B. Engineer

Mr. Flint: Dave, anything under engineer's report?

Mr. Reid: No, I have nothing else.

#### C. District Manager's Report

#### i. Approval of Check Register

Mr. Flint: Under Manager's Report you have the check register from March 28<sup>th</sup> through April 25<sup>th</sup> for the general fund and the Board pay. That total is \$99,274.67 and you can see the detailed register behind the summary. A significant amount of that is moving money to the trustee

associated with debt service assessments. Any questions on the check register, if not is there a motion to approve it?

On MOTION by Mr. Morgan seconded by Ms. Baksh, with all in favor, the Check Run Summary, was approved.

#### ii. Balance Sheet and Income Statement

Mr. Flint: Next is a balance sheet and income statement. These are unaudited through March 31, 2022. As you can see on the balance sheet under Capital Projects Fund, that's where the acquisition and construction funds are reflected at \$4,092,000. Then you have the statement of revenue and expenditures for each of the funds. After that we are fully collected on our direct bill assessments. We have collected \$154,000 of the \$188,000 certified for collection on the tax roll. Our expenses are under our prorated budget. Are there any questions on the financials?

#### iii. Presentation of Number of Registered Voters – 0 (Added)

Mr. Flint: We added an item; presentation of number of registered voters. Each year we are required to announce the number of registered voters as of April 15<sup>th</sup> and we did receive a letter from the Supervisor of Elections indicating that there are zero registered voters currently within the boundaries. There is no action required by the Board on that.

#### EIGHTH ORDER OF BUSINESS Other Business

There being none, the next item followed.

#### NINTH ORDER OF BUSINESS Supervisor's Requests

There being none, the next item followed.

#### TENTH ORDER OF BUSINESS Adjournment

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

Secretary/Assistant Secretary	Chairman/Vice Chairman

## SECTION IV

This Instrument Prepared by and return to:

Shingle Creek at Bronson Community Development District c/o Governmental Management Services – Central Florida, LLC 219 E Livingston St.
Orlando, Florida 32801

THIS DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO SECTION 190.09(1), FLA. STAT., AS RECORDED AT BOOK 5647, PAGE 1299-1303, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

## DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT

#### Board of Supervisors<sup>1</sup> Shingle Creek at Bronson Community Development District

Adam Morgan Brent Kewley
Chairman Assistant Secretary

Rob BoninJoe Catanzariti, Jr.Vice ChairmanAssistant Secretary

Ashley Baksh Assistant Secretary

Governmental Management Services – Central Florida, LLC
District Manager
219 E. Livingston St.
Orlando, Florida 32801
(407) 841-5524

District records are on file at the offices of Governmental Management Services – Central Florida, LLC and are available for public inspection at the address indicated above upon request during normal business hours. The location of the District's Records of Proceedings in Osceola County is Attention: Oasis Club at ChampionsGate, 1520 Oasis Club Blvd. ChampionsGate, FL 33896.

<sup>&</sup>lt;sup>1</sup> This list reflects the composition of the Board of Supervisors as of April 1, 2022. For a current list of Board Members, please contact the District Manager's office.

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#### SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT

#### Introduction

The following information is provided to comply with Section 190.09(1), Fla. Stat., and to give you a description of the Shingle Creek at Bronson Community Development District's ("District") services, the bonds issued by the District, the assessments that are levied within the District to pay for certain community infrastructure and the manner in which the District is operated and the District's improvements are maintained. The District is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 190, Florida Statutes. Unlike city and county governments, the District has only certain limited powers and responsibilities. These powers and responsibilities include, for example, provision of public infrastructure improvements such as stormwater management facilities, utility improvements, transportation improvements, recreation facilities and entry and landscaping improvements.

The District is here to serve the needs of the community and we encourage your participation in District activities.

## DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT

Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the district and to all prospective district residents. The following information describing the District and the assessments, fees and charges that are expected to be levied within the District to pay for certain community infrastructure is provided to fulfill this statutory requirement.

#### What is the District and How is it Governed?

The District is an independent special taxing district established by Ordinance 2019-113 adopted by the Board of County Commissioners of Osceola County on December 16, 2019. A local unit of special- purpose government created pursuant to and existing under the provisions of Chapter 190, Florida Statutes, the District encompasses approximately 360 acres of land located entirely within the jurisdictional boundaries of Osceola County, Florida. The legal description of the lands encompassed within the District is attached hereto as Exhibit "A." The District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors, the members of which must be residents of the State and citizens of the United States. Within ninety (90) days of appointment of the initial board, members were elected on an at-large basis by the owners of property within the District, each landowner being entitled to one vote for each acre of land with fractions thereof rounded upward to the nearest whole number. Elections are then held every two years in November. Commencing six years after the initial appointment of Supervisors and when the District attains a minimum of two hundred and fifty (250) qualified electors, Supervisors whose terms are expiring will began to be elected by qualified electors of the District. A "qualified elector" in this instance is any person at least eighteen (18) years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered with the Supervisor of Elections to vote in Osceola County. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

Board meetings are noticed in the local newspaper and conducted in a public forum in which public participation is permitted. Consistent with Florida's public records laws, the records of the District are available for public inspection during normal business hours. Elected members of the Board are similarly bound by the State's open meetings law and are subject to the same disclosure requirements as other elected officials under the State's ethics laws.

## What Infrastructure Improvements Does the District Provide and How are the Improvements Paid for?

The District encompasses a portion of a master planned residential development known as The Cove East at Storey Lake (the "Development" or "The Cove East at Storey Lake"). The public infrastructure necessary to support the District's Improvement Plan includes, but is not limited to the following: roadway improvements, stormwater management, utilities, and landscaping and hardscape. Each of these infrastructure improvements is more fully detailed below.

#### **Roadway Improvements**

The Development public roadway access connects to Nature's Ridge Drive on the west side of Shingle Creek. Nature's Ridge Drive is a public collector roadway that is owned, operated and maintained by Osceola County. The District may fund roadway improvements within the roadway rights-of-way.

#### **Stormwater Management Facilities**

The District has provided, and will provide for the design and construction, acquisition and maintenance of stormwater management facilities necessary to support the infrastructure improvements, inclusive of water retention/detention ponds; ponds, culverts, control structures outfall swales, and all other improvements coincident with stormwater management systems. The stormwater management facilities were constructed and are maintained by the District in accordance with the regulatory requirements of the South Florida Water Management District and Osceola County.

#### **Utilities**

The primary utility improvements funded by the District includes a sanitary sewer system and reclaimed water main system. The District lies within the Toho Water Authority (TWA) service area and the utilities are designed to TWA standards.

Sanitary Sewer. The primary sanitary sewer infrastructure funded by the District includes gravity sanitary sewer mains and manholes as well as three (3) lift stations and the force main required to connect the existing TWA wastewater system. TWA is responsible for the maintenance of the dedicated sanitary sewer system.

Reclaimed Water. A reclaimed water main system delivers reuse water for irrigation to the Development. This system provides a productive way to eliminate the discharge of effluent produced from sewage treatment facilities and to provide for and accommodate the peak irrigation demands of the Development. The District has funded reclaimed water mines, laterals, fittings, valves and service tees. The reclaimed water main system's ownership, operation and maintenance belongs to TWA.

#### Landscaping and Hardscape

Landscaping and hardscaping include landscape within the Nature's Ridge Drive right-ofway. Landscape and hardscape features are constructed within the public access roadway and landscape parcels. The District is responsible for ownership, operation and maintenance of these areas.

#### Assessments, Fees and Charges

The costs of a portion of these infrastructure improvements have been financed by the District through the sale of its Series 2021 Special Assessment Bonds in the amount of \$13,990,000 ("Series 2021 Bonds"). The District approved Resolution 2020-16 on February 3, 2020 declaring an issuance of special assessments for the purpose of financing the costs of infrastructure improvements. On May 4, 2020 the District adopted Resolution 2020-25 authorizing the issuance of bonds not to exceed \$16,000,000. The Series 2021 Bonds were financed on April 5, 2021 in the aggregate amount of \$13,990,000 by adoption of Resolution 2021-04 set to mature on June 15, 2051.

The Series 2021 Bonds, and the interest due thereon, are payable solely from and secured by the levy of non-ad valorem, special assessments against lands within the District which benefit from the construction, acquisition, establishment, and operation of the District's improvements.

The special assessment per equivalent residential unit for capital improvements is \$1,042 for townhomes per year and \$1,668 per single family residence per year; inclusive of interest on the bonds, costs of issuance, estimated fees for collection under the uniform method, and discounts for early payment as provided by law. This amount does not include the operations and maintenance assessment which is determined and levied annually by the District's Board of Supervisors against all benefitted lands in the District, based on the adopted budget.

The District may undertake the construction, acquisition, or installation of other future improvements and facilities, which may be financed by bonds, notes or other methods authorized by Chapter 190, Florida Statutes. More information can be obtained from the District's Improvement Plan on file in the District's public records.

A detailed description of all costs and allocations which result in the formulation of assessments, fees and charges is available for public inspection upon request.

#### **Method of Collection**

For any given fiscal year, the District may elect to collect any special assessment for any lot or parcel by any lawful means. The provisions governing the collection of special assessments are more fully set forth in the applicable assessment resolutions, which are on file with the District Manager. That said, and generally speaking, the District may elect to place a special assessment on that portion of the annual real estate tax bill, entitled "non-ad valorem assessments," which would then be collected by the Osceola County Tax Collector in the same manner as county ad valorem taxes ("Uniform Method"). Each property owner subject to the collection of special assessments by the Uniform Method must pay both ad valorem and non-ad valorem assessments

at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. As with any tax bill, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property. The use of the Uniform Method for any given fiscal year does not mean that the Uniform Method will be used to collect assessments in future years, and the District reserves the right in its sole discretion to select a new or different collection method in any given year, regardless of past practices.

Alternatively, the District may elect to collect any special assessment by sending a direct bill to a given landowner. In the event that an assessment payment is not timely made, the whole assessment – including any remaining amounts for the fiscal year as well as any future installments of assessments securing debt service – shall immediately become due and payable and shall accrue interest as well as penalties, plus all costs of collection and enforcement, and shall either be enforced pursuant to a foreclosure action, or, at the District's discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Please contact the District Manager for further information regarding collection methods.

#### Conclusion

This description of the District's operation, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing infrastructure improvements essential to the development and continued operation of this community. If you have any questions or would simply like additional information about the District, please write to: District Manager, Shingle Creek at Bronson Community Development District, 219 E. Livingston St., Orlando, Florida 32801 or call (407) 841-5524.

IN WITNESS WHEREOF, this Second Amended and Restated Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken has been executed effective as of the 6 day of June, 2022, and recorded in the Official Records of Osceola County, Florida.

	SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT
	Chairman, Board of Supervisors
Witness	Witness
Print Name	Print Name
or [ ] online notarization, this Morgan, Chairman of the Board of Su	apervisors of the Shingle Creek at Bronson Community
	] personally known to me, or [ ] has produced as identification.
	Notary Public, State of Florida
	Print Name:
	My Commission Expires:

#### **EXHIBIT A**

### Legal Description The boundaries of the district are as follows:

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 70.0 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 70.0 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 0 DEGREES 01 MINUTES 06 SECONDS EAST ALONG THE WEST LINE OF SECTION 7, A DISTANCE OF 10.0 FEET TO A POINT; THENCE RUN NORTH 45 DEGREES 0 MINUTES 0 SECONDS EAST TO A POINT 70.0 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" 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 (attached as EXHIBIT "A").

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, 204 RECORDED IN OFFICIAL RECORDS BOOK 4623, PAGE 1231, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

Total Land Area 360.07 Acres More or Less.

## SECTION V



### Aquatic Weed Control, Inc.

Your CLEAR Choice in Waterway Management Since 1992

THIS AGREEMENT made the date set forth below, by and between Aquatic Weed Control, Inc. hereinafter called "AWC", and

Shingle Creek at Bronson CDD C/O Governmental Management Service 1408 Hamlin Ave Unit E Saint Cloud, Fl. 34771 Alan, Phone 407-398-2890 Agreement Term Dates: 6/1/22-9/30/23\*

Hereinafter called "CUSTOMER". The parties hereto agree as follows:

**AWC** agrees to maintain the following waterway(s)/treatment area(s) in accordance with the terms and conditions of this agreement.

#### 3 Ponds Known as 5, 6 and 7 associated with Shingle Creek at Bronson C.D.D

#### **CUSTOMER** agrees to pay **AWC** in the following amount and manner:

Shoreline grass and brush control
 Floating and Submersed vegetation control
 Additional treatments as required by AWC
 \$ 740.00 (Monthly)
 \$ Included
 \$ Included

- A monthly report of all waterways treated \$ Included

Total Monthly investment \$ 740.00

Scheduled treatments will be provided on a monthly basis (approximately once every 30 days)

#### Pond 5 \$ 160, Pond 6 \$ 160, and Pond 7 \$ 420

Payments for this service will be made in equal and consecutive monthly installments, each due within 30 days of the invoice date. Unpaid invoices will accrue interest at 1.5% per month.

**AWC** maintains 2 million dollars general liability, 1 million dollars commercial auto, pollution liability, herbicide/pesticide operations, workers compensation and 5 million dollars excess umbrella. Certificates will be provided upon request.

#### **ACCEPTANCE OF AGREEMENT**

Chad Inscho 5/18/22		
Aquatic Weed Control, Inc.	Customer's Signature	Title
	Print Signature	Date
	Print Company Name	



### Aquatic Weed Control, Inc.

Your CLEAR Choice in Waterway Management Since 1992

#### **Addendum to Water Management Agreement**

- AWC's Water Management Agreement will be conducted in a manner consistent with good water management
  practice utilizing the following methods and techniques when applicable: Periodic treatments to maintain reasonable
  control of excessive growth of aquatic vegetation. CUSTOMER understands that some vegetation is required in any
  body of water to maintain a
  balanced aquatic ecological system.
- 2. It is CUSTOMERS's responsibility to notify AWC of all work areas that are required mitigation areas in which desirable plants have been installed. AWC assumes no responsibility for damaged plants where CUSTOMER has failed to notify AWC.
- 3. Price quoted is null and void if not signed and returned within 30 days of proposal date.
- 4. Water use restrictions after treatment are not often required. When restrictions are required, AWC will notify CUSTOMER in writing of all restrictions that apply. AWC will not be held liable for damages resulting from CUSTOMERS failure to follow water use restrictions.
- 5. AWC will not be responsible for the manual removal of dead vegetation such as cattails and grass which may take several seasons to decompose.
- 6. Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in the performance of any obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental order and regulations, curtailment or other cause beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome.
- 7. \* Upon the anniversary date, this agreement will be automatically extended for additional twelve (12) month periods unless CUSTOMER provides written notice stating otherwise.
- 8. Either party may cancel this agreement with 30 days prior written notice. Upon cancellation, all outstanding balances will be due in full. CUSTOMER agrees to notify AWC in writing prior to any changes in ownership or property management. Changes in ownership or property management will not constitute termination of this agreement.
- 9. AWC agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of AWC; however, AWC shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause beyond our control.
- 10. CUSTOMER agrees to pay AWC in a timely manner, consistent with the terms and conditions of this agreement. Should CUSTOMER fail to make timely payments, AWC may, at its option, charge interest, impose a collection charge and/or file a mechanics lien for all monies past due plus interest, collection costs and reasonable attorney's fees.
- 11. CUSTOMER agrees to pay any government imposed tax including sales tax.

#### **ACCEPTANCE OF ADDENDUM**

Aquatic Weed Control, Inc.	Customer's Signature	Date
----------------------------	----------------------	------

## SECTION VI



#### **Landscape Maintenance Agreement Addendum**

Attn:

Shingle Creek at Bronson CDD

C/O GMS-CF, LLC 219 E. Livingston Street Orlando, FL 32801 Attn: Alan Sheerer

Submitted By:

**Down To Earth** 

#### Shingle Creek at Bronson CDD - PH 3 Ponds 5, 6 and 7

#### Landscape Maintenance Addendum

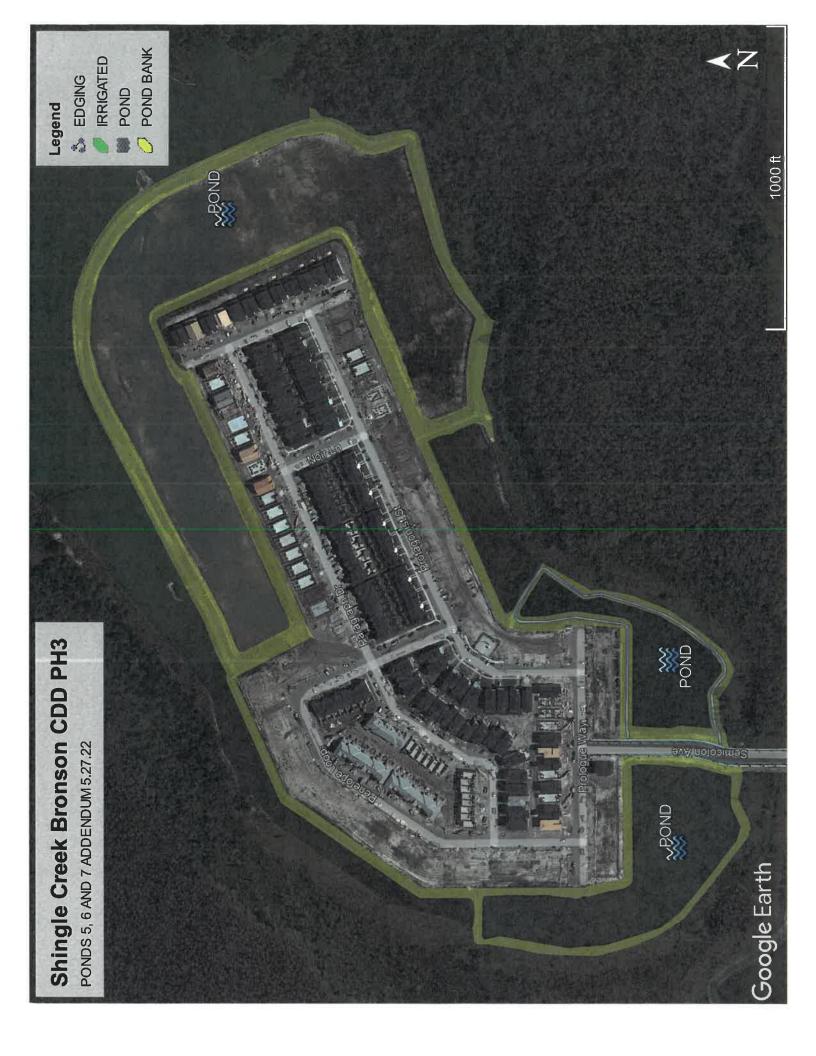
#### Phase 3 - Ponds 5, 6 and 7

Base Maintenance\$ 23,436.00AnnuallyIrrigation InspectionsIncludedAnnuallyFertilization and Pest ControlIncludedAnnually

Grand Total Annually \$23,436.00 Grand Total Monthly \$1,953.00

ase specify the Grounds Maintenance	Addendum start date:	, 202
Shingle Creek at Bronson CDD	Down To Earth	
Name	Name	
Title	Title	
Signature Date	Signature	Date





## SECTION VII

#### **RESOLUTION 2022-07**

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

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

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

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

WHEREAS, Len OT Holdings, LLC, a Florida limited liability company (hereinafter "Len OT"), has requested the approval and transfer by the District of real property and infrastructure improvements, as more particularly described in the Warranty Deeds, Bill of Sale Absolute and Agreement, Agreement Regarding Taxes, Owner's Affidavit, Certificate of District Engineer, Limited Liability Company Affidavit and Affidavit of Nonforeign Status, attached hereto as Exhibit "A" (the "Conveyance Documents"), from Len OT to the District, and thereafter from the District to the Tohopekaliga Water Authority, and independent special district established and created pursuant to Chapter 189, *Florida Statutes*, by special act of the Florida legislature (hereinafter, "Toho."); and

WHEREAS, the District Counsel and the District Manager have reviewed the conveyances from Len OT, and the District Engineer has also reviewed the conveyances and has provided a Certificate of District Engineer for each conveyance, attached hereto as part of Exhibit "A," to evidence compliance with the requirements of the District for accepting the conveyances.

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

- 1. <u>Incorporation of Recitals.</u> The above recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.
- 2. Approval of Acquisition and Transfer of the Real Property and Improvements. The Board hereby approves the transfer and acceptance of the real property and improvements described in Exhibit "A," to the District and thereafter to Toho., and approves and accepts the documents evidencing such conveyances in Exhibit "A."
- 3. <u>Authorization of District Staff.</u> The Chairman, the Vice Chairman, the Secretary, any Assistant Secretary and the District Manager of the District, and any authorized designee thereof (collectively, the "District Officers"), District Counsel, and the District Engineer are hereby authorized and directed to take all actions necessary or desirable in connection with the conveyance of the real property and improvements described in Exhibit "A," and all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions contemplated by this Resolution.
- 4. <u>Ratification of Prior Actions</u>. All actions taken to date by the District Officers, District Manager, District Counsel, District Engineer, are hereby ratified and authorized on behalf of the District.
- 5. <u>Severability</u>. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.
  - 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

[Continues on the Following Pages]

**PASSED** in public meeting of the Board of Supervisors of the Shingle Creek at Bronson Community Development District, this 6th day of June, 2022.

Attest:	SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT
	By:
Print:	Name:
Secretary/Asst. Secretary	Title:

#### **EXHIBIT "A"**

#### CONVEYANCE DOCUMENTS

- 1. Warranty Deed between Len OT Holdings, LLC and the Shingle Creek at Bronson Community Development District
- 2. Warranty Deed between the Shingle Creek at Bronson Community Development District and the Tohopekaliga Water Authority
- 3. Bill of Sale Absolute and Agreement between Len OT Holdings, LLC and the Shingle Creek at Bronson Community Development District
- 4. Bill of Sale Absolute and Agreement between the Shingle Creek at Bronson Community Development District and the Tohopekaliga Water Authority
- 5. Agreement Regarding Taxes between Len OT Holding, LLC and the Shingle Creek at Bronson Community Development District
- 6. Owner's Affidavit of Len OT Holdings, LLC
- 7. Owner's Affidavit of the Shingle Creek at Bronson Community Development District
- 8. Certificate of District Engineer
- 9. Limited Liability Company Affidavit
- 10. Affidavit of Non-Foreign Status (FIRPTA) of Shingle Creek at Bronson Community Development District and Len OT Holdings, LLC

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

Jan Albanese Carpenter, Esq. Latham, Luna, Eden & Beaudine, LLP P.O. Box 3353 Orlando, Florida 32802

#### WARRANTY DEED

THIS WARRANTY DEED made as of this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022 by LEN OT HOLDINGS, LLC, a Florida limited liability company (the "Grantor"), whose principal address is 6675 Westwood Boulevard, Suite 500, Orlando, Florida 32821, to SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district (the "Grantee") whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801.

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

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

### SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

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

AND the Grantor does hereby covenant with Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey this land; that the Grantor hereby warrants that title to the land is free from all encumbrances except for restrictions, covenants, conditions, easements and other matters of record (provided, however, that reference thereto shall not serve to re-impose same) and taxes for the year 2022 and subsequent years, and that the Grantor will defend title to the land against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name, the day and year first above written. Signed, sealed and delivered in our presence: "GRANTOR" LEN OT HOLDINGS, LLC, a Florida limited liability company (Signature) By: \_\_\_\_\_ (Print Name) Print: Mark McDonald Title: Vice President (Signature) (Print Name) STATE OF FLORIDA **COUNTY OF ORANGE** The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Mark McDonald, as Vice President of LEN OT HOLDINGS, LLC, a Florida limited liability company, on behalf of the limited liability company. Said person is [ ] personally known to me or [ ] has produced as identification.

Notary Public; State of Florida

Comm. Exp.: \_\_\_\_\_; Comm. No.: \_\_\_\_

Print Name:

(SEAL)

#### EXHIBIT "A"

### **Description of the Property**

Tract L, according to the Cove at Storey	Lake V plat, as recorded in Plat Book 31, Page 104, Publi	ic
Records of Osceola County, Florida.		

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

Jan Albanese Carpenter, Esq. Latham, Luna, Eden & Beaudine, LLP P.O. Box 3353 Orlando, Florida 32802

#### WARRANTY DEED

THIS WARRANTY DEED is made this \_\_\_\_ day of \_\_\_\_\_\_, 2022 between the Shingle Creek at Bronson Community Development District, a Florida community development district, having an address at c/o Governmental Management Services - Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the "Grantor"), and the Tohopekaliga Water Authority, an independent special district, established and created pursuant to Chapter 189, *Florida Statutes*, by special act of the Florida Legislature, whose address is 951 Martin Luther King Blvd., Kissimmee, Florida 34741 (hereinafter the "Grantee").

#### WITNESSETH:

**GRANTOR**, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, hereby grant, convey, bargain, and sell to the said Grantee, and Grantee's successors and assigns forever, the following described property, situate, lying and being in Osceola County, Florida, to-wit (the "Property"):

See attached Exhibit "A" incorporated herein by reference.

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

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

GRANTOR does hereby covenant with and warrant to Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; and that the Grantor hereby warrants that title to the land is free from all encumbrances except for restrictions, covenants, conditions, easements and other matters of record (provided, however, that reference thereto shall not serve to re-impose same), and taxes for the year 2022 and subsequent years, and that the Grantor will defend title to the land against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

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

**IN WITNESS WHEREOF**, the said Grantor has duly caused the execution of this Warranty Deed as of the date set forth above.

WITNESSES:	By:	SHINGLE CREEK AT BRONSON
	Dy.	COMMUNITY DEVELOPMENT DISTRICT
Print Name:		By:
		Its: Chairman Adam Morgan
Print Name:		
STATE OF FLORIDA		
COUNTY OF		
or [] online notarization, this	day of of the Shing at he has exe District. He	ed before me by means of [] physical presence, 2022, by Adam Morgan as le Creek at Bronson Community Development cuted the same on behalf of the Shingle Creek has [] produced as
		Notary Public
		Print Name:
		My Commission expires:
		My Commission No.:

(Legal Description)

Tract L, according to the Cove at Storey Lake V plat, as recorded in Plat Book 31, Page 104, Public Records of Osceola County, Florida.

#### **BILL OF SALE ABSOLUTE AND AGREEMENT**

Shingle Creek at Bronson Community Development District – Lift Station (Cove at Storey Lake V Plat)

THIS BILL OF SALE ABSOLUTE AND AGREEMENT ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022, by and between SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT (hereinafter referred to as the "District"), a Florida community development district created pursuant to Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services — Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and LEN OT HOLDINGS, LLC, a Florida limited liability company (hereinafter referred to as "Developer") whose address is 6675 Westwood Boulevard, Suite 500, Orlando, Florida 32821, and

#### **RECITALS**

WHEREAS, Developer owns certain improvements, including all pipes, lines, gate valves, valve boxes, fittings, thrust blocks, hydrants, pumps, equipment and other goods which comprise the lift station, as further described in <a href="Exhibit "A" attached hereto (collectively, the "Improvements"); and</a>

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

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

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

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

part of the Improvements to the extent they are assignable, together with any related documents, materials, data, letters, and agreements, to have and to hold unto District, its successors and assigns, to and for its or their use, forever.

- 3. Developer agrees that any of the above-referenced contracts, warranties, permits, approvals and guarantees which are not assignable by their terms or in respect of which consents to their assignment are required but are not available, shall be held in trust for the District by the Developer (and, if required, performed by the Developer on behalf of the District) and all benefits derived thereunder shall be for the benefit of the District.
- 4. The Developer represents and warrants to the District that the Developer has good and lawful right, title and interest in the Improvements and that the Improvements is free and clear of any and all liens or encumbrances, that the Improvements are in good working conditions, and as of the date hereof, there are no defaults or violations of the terms and conditions of any contracts, warranties, permits, approvals and guarantees.
  - 5. The above recitals are true and correct and are incorporated herein by reference.
- 6. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

	LEN OT HOLDINGS, LLC, a Florida limited liability company
	Ву:
	Print: Mark McDonald
	Title: Vice President
STATE OF FLORIDA COUNTY OF ORANGE	
or [ ] online notarization, this day of President of LEN OT HOLDINGS, LLC,	wledged before me by means of [ ] physical presence of, 2022, by Mark McDonald as Vice a Florida limited liability company, on behalf of the [ ] personally known to me or [ ] has produced
	Notary Public; State of Florida Print Name:  My Commission Expires:
	My Commission Expires: My Commission No.:

# COUNTERPART SIGNATURE PAGE TO BILL OF SALE

Shingle Creek at Bronson Community Development District – Lift Station (Cove at Storey Lake V Plat)

	SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district
ATTEST:	
	Ву:
By:Secretary/Asst. Secretary	Print: Adam Morgan
	Title: Chairman
or [ ] online notarization, this day Board of Supervisors of the SHIN DEVELOPMENT DISTRICT, a Florid	nowledged before me by means of [ ] physical presence y of May, 2022, by Adam Morgan, as Chairman of the NGLE CREEK AT BRONSON COMMUNITY la community development district, on its behalf. Said or [ ] has produced as
	Notary Public; State of Florida
	Print Name: My Commission Expires:
	My Commission No.:

#### LOCATION OF IMPROVEMENTS

#### The Improvements are located on the following real property tracts:

Tract L, according to the Cove at Storey Lake V plat, as recorded in Plat Book 31, Page 104, Public Records of Osceola County, Florida.

#### **Description of Improvements:**

Lift station tract improvements, including all pipes, valves, fittings, wet well, pumps, electrical panels, fencing and other equipment.

The pumps are described as the following:

Model: XFP100E-CB1.4A-PE75/4 Submersible Pump, 4" DISCHARGE, 10HP, 460V/3~/60Hz,

Pumps w/Control Panel and Odor Control Unit

Manufacturer: Sulzer

All as further provided for in those certain Plans and Specifications prepared by Askey Hughey, Inc., dated March 24, 2021, and designated as Job Number TWA Project #190098.lz.ka.

#### BILL OF SALE ABSOLUTE AND AGREEMENT

Shingle Creek at Bronson Community Development District – Lift Station (Cove at Storey Lake V Plat)

KNOW ALL MEN BY THESE PRESENTS, that the Shingle Creek at Bronson Community Development District, a Florida community development district having an address at c/o Governmental Management Services - Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (hereinafter called the "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, paid and delivered by Tohopekaliga Water Authority, an independent special district, established and created pursuant to Chapter 189 Florida Statutes by special act of the Florida Legislature, whose address is 951 Martin Luther King Blvd., Kissimmee, Florida 34741 (hereinafter called the "Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the Grantee, its successors and assigns, following:

Lift station tract improvements, including all pipes, valves, fittings, wet well, pumps, electrical panels, fencing and other equipment that comprise the lift station installed on the property described in Exhibit "A" attached hereto and made a part hereof (collectively, the "Improvements").

The pumps are described as the following:

Model: XFP100E-CB1.4A-PE75/4 Submersible Pump, 4" DISCHARGE, 10HP, 460V/3~/60Hz, Pumps w/Control Panel and Odor Control Unit Manufacturer: Sulzer

All as further provided for in those certain Plans and Specifications prepared by Askey Hughey, Inc., dated March 24, 2021, and designated as Job Number TWA Project #190098.lz.ka.

TO HAVE AND TO HOLD the same unto the Grantee, its executors, administrators and assigns forever, together with all of the Grantor's right and title to any and all contracts, warranties, guarantees, permits, approvals and similar rights in favor of or which may have accrued to the Grantor from any and all persons, firms, agencies or corporations who have performed work or labor or supplied goods, materials or services to or for the benefit of or comprising any part of the Improvements to the extent they are assignable, together with any related documents, materials, data, letters, and agreements, to have and to hold unto Grantee, its successors and assigns, to and for its or their use, forever.

- 1. Grantor agrees that any of the above-referenced contracts, warranties, permits, approvals and guarantees which are not assignable by their terms or in respect of which consents to their assignment are required but are not available, shall be held in trust for the Grantee by the Grantor (and, if required, performed by the Grantor on behalf of the Grantee) and all benefits derived thereunder shall be for the benefit of the Grantee.
  - 2. The Grantor represents and warrants to the Grantee that the Grantor has good and lawful

Bill of Sale – Lift Station (Cove at Storey Lake V Plat) Shingle Creek at Bronson Community Development District right, title and interest in the Improvements and that the Improvements is free and clear of any and all liens or encumbrances, that the Improvements are in good working conditions, and as of the date hereof, there are no defaults or violations of the terms and conditions of any contracts, warranties, permits, approvals and guarantees.

- 3. The above recitals are true and correct and are incorporated herein by reference.
- 4. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

of		to set its hand and seal as of this day
WITNESSES:	Ву:	SHINGLE CREEK AT BRONSON COMMUNITY
		DEVELOPMENT DISTRICT
Print Name:		Ву:
		Name: Adam Morgan
		Title: <u>Chairman</u>
Print Name:	-	
STATE OF FLORIDA		
COUNTY OF		
online notarization, this Shingle Creek at Bronson Commu	day of 20 unity Development Dist e Shingle Creek at Bro	ore by means of [] physical presence or [] 022, by Adam Morgan as Chairman for the trict and who has acknowledged that he has nson Community Development District. He r is personally known to me.
	Notar	ry Public
	Print	Name:
	My C	Commission expires:
	My C	Commission No.:

# LEGAL DESCRIPTION OF THE PROPERTY

Tract L, according to the Cove at Storey Lake V plat, as recorded in Plat Book 31, Page 104, Public Records of Osceola County, Florida.

#### AGREEMENT REGARDING TAXES

Shingle Creek at Bronson Community Development District – Lift Station (Cove at Storey Lake V Plat)

#### **WITNESSETH**

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

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

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

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

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

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

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

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

- 2. Developer hereby represents that all ad-valorem taxes and assessments relating to the Property, or any portion thereof, for tax year 2021 and all prior years have been paid in full.
- 3. Developer hereby agrees to pay in full, and prior to their becoming delinquent, any and all ad-valorem taxes and assessments, if any, levied on the Property for the tax year 2022.
- 4. Subsequent to the District's acceptance of the Property and Improvements, and only in the event the Property is not conveyed to another governmental entity, the District shall endeavor to either obtain an exemption from ad-valorem taxes pertaining to the Property or, in the alternative, shall seek a minimal valuation of the Property, from the Osceola County Property Appraiser and, subsequent to tax year 2022, Developer shall have no further responsibility with regard to ad-valorem taxes or assessments levied against the Property and/or Improvements, as applicable.

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

[SIGNATURE PAGE FOLLOWS]

# SIGNATURE PAGE TO AGREEMENT REGARDING TAXES

Shingle Creek at Bronson Community Development District – Lift Station (Cove at Storey Lake V Plat)

WITNESSES:	LEN OT HOLDINGS, LLC, a Florida limited liability company
X	By:
Print:	Print: Mark McDonald
X	Title: Vice President
Print:	
ATTEST	SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT a Florida community development district
x	By:
Print: Secretary/Asst. Secretary	Print: Adam Morgan
Secretary/Asst. Secretary	Title: Chairman

#### DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

#### **PROPERTY**

Tract L, according to the Cove at Storey Lake V plat, as recorded in Plat Book 31, Page 104, Public Records of Osceola County, Florida.

#### **IMPROVEMENTS**

Lift station tract improvements, including all pipes, valves, fittings, wet well, pumps, electrical panels, fencing and other equipment.

The pumps are described as the following:

Model: XFP100E-CB1.4A-PE75/4 Submersible Pump, 4" DISCHARGE, 10HP, 460V/3~/60Hz,

Pumps w/Control Panel and Odor Control Unit

Manufacturer: Sulzer

All as further provided for in those certain Plans and Specifications prepared by Askey Hughey, Inc., dated March 24, 2021, and designated as Job Number TWA Project #190098.lz.ka.

#### **OWNER'S AFFIDAVIT**

Shingle Creek at Bronson Community Development District – Lift Station (Cove at Storey Lake V Plat)

#### STATE OF FLORIDA COUNTY OF ORANGE

**BEFORE ME**, the undersigned authority, personally appeared Mark McDonald ("Affiant") as Vice President of Len OT Holdings, LLC, a Florida limited liability company, authorized to do business in Florida, whose principal address is 6675 Westwood Boulevard, Suite 500, Orlando, Florida 32821 (the "Owner"), who being first duly sworn on oath says:

- 1. That Affiant knows of his own knowledge that the Owner is the fee simple title holder to certain lands located in Osceola County, Florida (the "Property") and of certain infrastructure improvements on the Property (the "Improvements"), as more particularly described on Exhibit "A" attached hereto, and that Affiant is the Vice President of the Owner, is making this Affidavit in that capacity only, and that no recourse shall be made against Affiant individually.
- 2. That the Property and Improvements, as described in the Special Warranty Deed and Bill of Sale Absolute and Agreement, dated as of the date hereof, are free and clear of all liens and encumbrances except for those encumbrances and matters reflected in the title insurance commitment issued on [December 21, 2021] by Fidelity National Title Insurance Company.
- 3. That Affiant knows of no facts by reason of which the title to, or possession of, the Property and Improvements might be disputed or questioned, or by reason of which any claim to any part of the Property and Improvements might be asserted adversely to Owner.
- 4. That there have been no liens filed against the Property or the Improvements as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge, nor any unpaid bills of any nature as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge either for services of any architect, engineer, or surveyor, or for labor or material that may have been placed on the Property or Improvements, either in the construction or repair of the Improvements, or otherwise in connection with the Property which bills may have been incurred during the last ninety (90) days.
- 5. That no proceedings in bankruptcy or receivership have ever been instituted by or against the Owner, nor has Owner ever made an assignment for the benefit of its creditors.
- 6. That Affiant knows of no action or proceeding relating to the Property or Improvements which is now pending in any state or federal court in the United States affecting the Property, nor does Affiant know of any state or federal judgment or any federal lien of any kind or nature that now constitutes a lien or charge upon the Property or Improvements.
- 7. That, except as set forth in the Plat, Affiant knows of no unrecorded easements, liens, or assessments for sanitary sewers, streets, roadways, paving, other public utilities or

improvements against the Property, nor are there any special assessments or taxes which are not shown as existing liens by the public records.

- 8. That this Affidavit is given for the purposes of inducing the Shingle Creek at Bronson Community Development District (the "District"), a Florida community development district and local unit of special-purpose government, to accept the Owner's conveyance of the Property and Improvements to the District.
- 9. That there are no matters pending against Owner that could give rise to any lien(s) that could attach to the Property or the Improvements between the effective date of the Plat and the recording of the deed of conveyance, and that Affiant shall not execute nor permit the execution or recording of any instruments that would adversely affect title of the Property or the ownership of the Improvements.
- 10. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the District and Latham, Luna, Eden & Beaudine, LLP ("LLEB"), that withholding of tax is not required upon the disposition of a U.S. real property interest by Owner, Owner hereby swears, affirms and certifies the following to District and LLEB that Owner: (i) is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); (ii) is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii); (iii) is not a non-resident alien (as such term is defined in the Internal Revenue Code and Income Tax Regulations) for the purposes of U.S. income taxation; (iv) has an EIN/Federal Tax Identification Number of 90-0980394; (v) has a mailing address of 6675 Westwood Boulevard, Suite 500, Orlando, Florida 32821. Affiant understands that this certification may be disclosed to the Internal Revenue Service by Owner and that any false statement contained herein could be punished by fine, imprisonment, or both. Affiant understands that the District and LLEB are relying on this certification in determining whether withholding is required upon said transfer.
- 11. That Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has read the full facts set forth in this Affidavit and understands its content and context to be correct in all respects.

[SIGNATURES ON FOLLOWING PAGE]

-	, 2022	
Signed, sealed and deliv	rered in our presence:	
(Signature) (Print Name)		LEN OT HOLDINGS, LLC, a Florida limited liability company  By:
(1 Imt Name)		Print: Mark McDonald
(Signature)		Title: Vice President
(Print Name)		
STATE OF FLORIDA		
COUNTY OF ORANG  The foregoing insor [ ] online notarization President of LEN OT H	strument was acknowle n, this day of HOLDINGS, LLC, a Hoy. Said person is [	edged before me by means of [ ] physical presence, 2022, by Mark McDonald, as Vice Florida limited liability company, on behalf of the ] personally known to me or [ ] has produced

#### DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

#### **PROPERTY**

Tract L, according to the Cove at Storey Lake V plat, as recorded in Plat Book 31, Page 104, Public Records of Osceola County, Florida.

#### **IMPROVEMENTS**

Lift station tract improvements, including all pipes, valves, fittings, wet well, pumps, electrical panels, fencing and other equipment.

The pumps are described as the following:

Model: XFP100E-CB1.4A-PE75/4 Submersible Pump, 4" DISCHARGE, 10HP, 460V/3~/60Hz,

Pumps w/Control Panel and Odor Control Unit

Manufacturer: Sulzer

All as further provided for in those certain Plans and Specifications prepared by Askey Hughey, Inc., dated March 24, 2021, and designated as Job Number TWA Project #190098.lz.ka.

#### **OWNER'S AFFIDAVIT**

BEFORE ME, the undersigned Notary Public, personally appeared **ADAM MORGAN** ("Affiant"), as Chairman of the Shingle Creek at Bronson Community Development District, being first duly sworn, deposes and says that:

- 1. Shingle Creek at Bronson Community Development District is the owner of the property described in **Exhibit "A"** attached hereto (collectively, the "Property").
- 2. Shingle Creek at Bronson Community Development District is in sole possession of the Property and no other person, corporation or entity has any right or lawful claim to possession or use of the Property.
- 3. The Property and any furniture, fixtures, equipment and personal property located in the improvements comprising the Property, if any, are free and clear of all liens, mortgages, unrecorded easements, contracts of sale, taxes, assessments, encumbrances, and claims of every kind, nature and description whatsoever except as reflected in the title insurance commitment issued on [December 21, 2021] by Fidelity National Title Insurance Company.
- 4. No judgments have been rendered and no suits are now pending in any court of record that impairs or involves title to the Property; nor have any writs or execution or attachment issued from any court been levied upon the Property in Osceola County, Florida.
- 5. There have been no improvements, alterations or repairs to the Property for which the costs thereof remain unpaid; and within the past ninety (90) days there have been no claims for labor or material furnished for repairing or improving same that remain unpaid; and there are no construction, mechanics', materialmen's, or laborers' liens against the Property.
- 6. Affiant knows of no unrecorded easements, liens or assessments against the Property, nor are there any special assessments or taxes which are not shown as existing liens by the public records.
- 7. This Affidavit is given for the purposes of inducing the Tohopekaliga Water Authority, an independent special district, to accept the conveyance of the Property from the Shingle Creek at Bronson Community Development District.
- 8. Affiant is not aware of any matters pending against Shingle Creek at Bronson Community Development District that could give rise to a lien which would attach to the Property between the last title examination and the recording of the Warranty Deed.
- 9. Shingle Creek at Bronson Community Development District shall not execute any instrument nor permit the recording of any instrument that would adversely affect title to the Property from and after this date.
- 10. Shingle Creek at Bronson Community Development District or Len OT Holdings, LLC shall be responsible for all costs related to the conveyance of the Property to the Tohopekaliga Water Authority.

[Signature page follows.]

#### Shingle Creek at Bronson Community Development District

	By:Name: Adam Morgan
	Title: Chairman
STATE OF FLORIDA	
COUNTY OF	
online notarization, this day o Chairman of the Shingle Creek at Brons	cribed before me by means of physical presence or f, 2022, by Adam Morgan, a son Community Development District. He has produce n or is personally known to me.
	Notary Public
	Print Name:
	My Commission Expires:
	My Commission No.:

#### **DESCRIPTION OF THE PROPERTY**

 $Tract\ L,\ according\ to\ the\ Cove\ at\ Storey\ Lake\ V\ plat,\ as\ recorded\ in\ Plat\ Book\ 31,\ Page\ 104,\ Public\ Records\ of\ Osceola\ County,\ Florida.$ 

#### **CERTIFICATE OF DISTRICT ENGINEER**

Shingle Creek at Bronson Community Development District – Lift Station (Cove at Storey Lake V Plat)

- I, **David Reid, P.E.**, as a professional engineer of Hamilton Engineering & Surveying, Inc., a Florida corporation licensed to provide professional services to the public in the State of Florida under Florida Certificate of Authorization No. 29791, with offices located at 775 Warner Lane, Orlando, Florida 32803 ("Hamilton"), hereby acknowledge and certify the following, to the best of my knowledge, information and belief, to be true and correct in all respects:
- 1. That I, through Hamilton, currently serve as District Engineer to the Shingle Creek at Bronson Community Development District (the "District").
- 2. That the District proposes to accept from LEN OT HOLDINGS, LLC, a Florida limited liability company ("Developer"), for ownership, operation and maintenance, certain real property described in <a href="Exhibit "A" attached hereto and incorporated herein">Exhibit "A"</a> attached hereto and incorporated herein (collectively, the "Property"), plus infrastructure improvements and personal property, made in, on, over, under and through the Property and the land owned by the District, as described more completely in <a href="Exhibit "A" attached hereto and incorporated herein">Exhibit "A"</a> attached hereto and incorporated herein (collectively, the "Improvements"), and subsequently convey such real property and improvements to the Tohopekaliga Water Authority, an independent special district, established and created pursuant to Chapter 189, *Florida Statutes*, by special act of the Florida Legislature, whose address is 951 Martin Luther King Blvd., Kissimmee, Florida 34741 ("Toho"). Any real property being conveyed to the District is being transferred at only nominal cost to the District, so no review of an appraisal or similar documentation to reasonableness of purchase price or other valuation is required or being rendered.
- 3. That this certification (the "Certification") is provided in conjunction with, and in support of, the District's approval of the conveyance of the Property and Improvements from the Developer to the District and the District's subsequent conveyance of the Property and Improvements to Toho. The District will rely on this Certification for such purposes.
- 4. That the Improvements were constructed, installed, and/or completed, as appropriate, in accordance with known plans, specifications, contracts and permits required and/or approved by any known governmental authorities, as applicable. I have reviewed the actual cost of the Improvements built or constructed by or at the direction of the Developer and the District is paying no more than the actual cost incurred, or the current value thereof, whichever is less. The Property and Improvements are in a condition acceptable for acceptance by the District.
- 5. That the Improvements are properly permitted by the appropriate governmental entities, and that copies of the applicable plans, specifications and permits relating to the Improvements, if any, that have actually been provided to Hamilton are being held by Hamilton as records of the District on its behalf.

of the Developer, and the District shall pay no more than the actual cost incurred, or the current value thereof, whichever is less, as determined by the District Engineer. [Signature page to follow.] Certificate of District Engineer - Lift Station (Cove at Storey Lake V Plat) Shingle Creek at Bronson Community Development District

That the actual cost of the Improvements built or constructed by or at the direction

6.

# SIGNATURE PAGE TO CERTIFICATE OF DISTRICT ENGINEER

Shingle Creek at Bronson Community Development District – Lift Station (Cove at Storey Lake V Plat)

<b>DATED</b> :, 2022	
Witness:Print:	David A. Reid, P.E.
	State of Florida License No.: 38794 on behalf of the company,
Witness:Print:	Hamilton Engineering & Surveying, Inc.
STATE OF FLORIDA COUNTY OF ORANGE	
or [] online notarization, this da	knowledged before me by means of [] physical presence ay of, 2022 by <b>DAVID A.</b>
<b>REID</b> of Hamilton Engineering & Surv	eying, Inc., a Florida corporation authorized to transact poration. Said person is [] personally known to me or [
	Notary Public; State of Florida
(SEAL)	Print Name:
	Comm. Exp.:

# DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

#### **PROPERTY**

Tract L, according to the Cove at Storey Lake V plat, as recorded in Plat Book 31, Page 104, Public Records of Osceola County, Florida.

#### **IMPROVEMENTS**

Lift station tract improvements, including all pipes, valves, fittings, wet well, pumps, electrical panels, fencing and other equipment.

The pumps are described as the following:

Model: XFP100E-CB1.4A-PE75/4 Submersible Pump, 4" DISCHARGE, 10HP, 460V/3~/60Hz,

Pumps w/Control Panel and Odor Control Unit

Manufacturer: Sulzer

All as further provided for in those certain Plans and Specifications prepared by Askey Hughey, Inc., dated March 24, 2021, and designated as Job Number TWA Project #190098.lz.ka.

# THIS INSTRUMENT PREPARED BY AND TO BE RETURNED TO:

Jan Albanese Carpenter, Esq. Latham, Luna, Eden & Beaudine, LLP 201 South Orange Avenue, Suite 1400 Orlando, Florida 32801

#### LIMITED LIABILITY COMPANY AFFIDAVIT

STATE OF FLORIDA

#### COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared MARK MCDONALD ("Affiant"), who under oath, warrants, represents, deposes and says as follows:

- 1. Affiant is the Vice President of Len OT Holdings, LLC, a Florida limited liability company ("Len OT").
- 2. The facts and matters contained and recited in this Affidavit are based upon the personal knowledge of the Affiant and are true and correct as of the date of execution of this Affidavit.
- 3. Len OT is a limited liability company organized, existing and in good standing under the laws of the State of Florida.
- 4. Neither Len OT nor any member or officer of Len OT is or has been a debtor in any bankruptcy proceeding since acquiring the Property (as hereinafter defined) and there are no proceedings pending for or with regard to the dissolution, liquidation or bankruptcy of Len OT.
- 5. Len OT owns and holds the fee simple title to the property as described on **Exhibit** "A" attached hereto and by this reference made a part hereof (the "Property").
- 6. Len OT has authorized the execution of a Warranty Deed with respect to the Property in favor of the Shingle Creek at Bronson Community Development District, a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes (the "Deed").
- 7. Affiant, as the Vice President of Len OT, is authorized to execute and deliver the Deed and all other documents related thereto, on behalf of Len OT. Any person, partnership, corporation or other business entity dealing with Len OT shall be entitled to rely fully on any documents executed in the name of Len OT provided they are signed by the Affiant as the Vice President of Len OT in the name of Len OT.
- 8. Affiant has read, or heard read to Affiant, and to the best of Affiant's knowledge believes it is true, correct and complete, and that Affiant is familiar with the nature of an oath with the penalty of perjury as provided by law.

9. This Affidavit is given for the purpose of inducing the Shingle Creek at Bronson Community Development District to accept the conveyance of the Property.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

# By: Print: Mark McDonald Title: Vice President STATE OF FLORIDA COUNTY OF Sworn to (or affirmed) and subscribed before me by means of \_\_physical presence or \_\_online notarization, this \_\_\_ day of \_\_\_\_, 2022, by Mark McDonald, as Vice President of Len OT Holdings, LLC. He has produced \_\_\_\_\_ as identification or is personally known to me.

Notary Public	
Print Name:	
My Commission Expires:	
My Commission No.:	

# **Property**

Tract L, according to the Cove at Storey Lake V plat, as recorded in Plat Book 31, Page 104, Public Records of Osceola County, Florida.

#### **AFFIDAVIT OF NONFOREIGN STATUS**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including §1445), the owner of a disregarded entity (which has title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. This affidavit is made to inform TOHOPEKALIGA WATER AUTHORITY, an independent special district, established and created pursuant to Chapter 189, *Florida Statutes*, by special act of the Florida Legislature (the "Transferee") that withholding of tax by Transferee is not required upon the disposition of a U.S. real property interest by LEN OT HOLDINGS, LLC ("Len OT").

#### STATE OF FLORIDA COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared Mark McDonald ("Affiant"), who, being by me first duly sworn, deposes and says:

- Affiant is the Vice President of Len OT and as such has the knowledge and authority to make this Affidavit.
- 2. Len OT is the owner and holder of title to certain real property located in Osceola County, Florida more particularly described on **Exhibit "A"** attached hereto and made a part hereof by this reference (the "Property").
- 3. The Property is being transferred by Len OT to the District and from the District to the Transferee.
- 4. Len OT is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate as those terms are defined in the Internal Revenue Code and Income Tax Regulations ("Treasury Regulations").
- 5. Len OT is not a disregarded entity as defined in §1.1445-2(b)(2)(iii) of the Treasury Regulations.
- 6. The U.S. Taxpayer Identification Number (Social Security Number) of Len OT is 90-0980394.
- 7. The post office address of Len OT is 6775 Westwood Boulevard, Suite 500, Orlando, Florida 32821.
- 8. Affiant acknowledges on behalf of Len OT that this Affidavit is being provided to the Transferee in order to inform Transferee that the transfer of the Property is not subject to the withholding requirement imposed by Section 1445 of the Code.
- 9. Affiant acknowledges on behalf of Len OT that this Affidavit may be disclosed to the Internal Revenue Service by the Transferee, and that any false statement contained herein could be punished by fine, imprisonment, or both.
- 10. Under penalties of perjury Affiant declares that Affiant has examined this Affidavit, and to the best of Affiant's knowledge and belief, it is true, correct and complete.

# 

My commission expires:

# **Legal Description**

Tract L, according to the Cove at Storey Lake V plat, as recorded in Plat Book 31, Page 104, Public Records of Osceola County, Florida.

#### **AFFIDAVIT OF NONFOREIGN STATUS**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including §1445), the owner of a disregarded entity (which has title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. This affidavit is made to inform TOHOPEKALIGA WATER AUTHORITY, an independent special district, established and created pursuant to Chapter 189, *Florida Statutes*, by special act of the Florida Legislature (the "Transferee") that withholding of tax by Transferee is not required upon the disposition of a U.S. real property interest by SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT (the "District").

STATE OF FLORIDA	
COUNTY OF	

BEFORE ME, the undersigned authority, personally appeared Adam Morgan ("Affiant"), who, being by me first duly sworn, deposes and says:

- 1. Affiant is the duly authorized and currently serving as Chairman to the District, and as such has the knowledge and authority to make this Affidavit.
- 2. The District is the owner and holder of title to certain real property located in Osceola County, Florida more particularly described on **Exhibit "A"** attached hereto and made a part hereof by this reference (the "Property").
- 3. The Property is being transferred by the District to the Transferee.
- 4. The District is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate as those terms are defined in the Internal Revenue Code and Income Tax Regulations ("Treasury Regulations").
- 5. The District is not a disregarded entity as defined in §1.1445-2(b)(2)(iii) of the Treasury Regulations.
- 6. The U.S. Taxpayer Identification Number (Social Security Number) of the District is 84-4138219.
- 7. The post office address of the District is c/o Governmental Management Services Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.
- 8. Affiant acknowledges on behalf of the District that this Affidavit is being provided to the Transferee in order to inform Transferee that the transfer of the Property is not subject to the withholding requirement imposed by Section 1445 of the Code.
- Affiant acknowledges on behalf of the District that this Affidavit may be disclosed to the Internal Revenue Service by the Transferee, and that any false statement contained herein could be punished by fine, imprisonment, or both.
- 10. Under penalties of perjury Affiant declares that Affiant has examined this Affidavit, and to the best of Affiant's knowledge and belief, it is true, correct and complete.

# FURTHER AFFIANT SAYETH NAUGHT.

DATED and to be effective as of the	day of, 2022.
	Adam Morgan, Chairman
STATE OF FLORIDA COUNTY OF	
notarization, this day of Creek at Bronson Community Development Distr	fore me by means of physical presence or online, 2022, by Adam Morgan, as Chairman for the Shingle rict and who has acknowledged that he has executed the Community Development District, who is personally as identification.
[AFFIX NOTARY SEAL]	Notary Public Signature Print Notary Name: My commission expires:

# **Legal Description**

 $Tract\,L,\,according\ to\ the\ Cove\ at\ Storey\ Lake\ V\ plat,\,as\ recorded\ in\ Plat\ Book\ 31,\,Page\ 104,\,Public\ Records\ of\ Osceola\ County,\,Florida.$ 

# SECTION IX

# SECTION C

# SECTION 1

# **Shingle Creek at Bronson Community Development District**

#### **Summary of Checks**

April 25, 2022 to May 31, 2022

Bank	Date	Check #	Amount
General Fund	5/11/22	134	\$ 3,794.46
	5/17/22	135-138	\$ 6,974.08
	5/25/22	139	\$ 1,262.70
			\$ 12,031.24
Payroll Fund	May 2022		
	Adam Morgan	50030	\$ 184.70
	Ashley Baksh	50031	\$ 184.70
	Brent Kewley	50032	\$ 184.70
	Patrick Bonin Jr.	50033	\$ 184.70
			\$ 738.80
			\$ 12,770.04

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 5/31/22 PAGE		
CHECK REGISTE		
ID/COMPUTER (	QN	
PAYABLE PREPA	SC BRONSON - GENERAL FUND	THE PERSON
ACCOUNTS I	SC BRONSON	CHANGE TACCINGO & VINES
YEAR-TO-DATE	2 - 05/31/2022 ***	
3300R	*** CHECK DATES 04/25/2022 -	
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PAGE 1	AMOUNT #									46 0001		5.00 0001	1 1 1 1 1 1	450.00 000136							1.44 0001		787.64 0001	f 1 1 1 1	1,262.70 000139	
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SCBC SHINGLE CREEK TVISCARRA

AP300R *** CHECK DATES 04/25/2022 - 05/31/2022 *** SC BRONSON - GENERAL FUND BANK A GENERAL FUND
-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER * BANK A GENERAL FUND BANK A GENERAL FUND
-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER * BANK A GENERAL FUND BANK A GENERAL FUND
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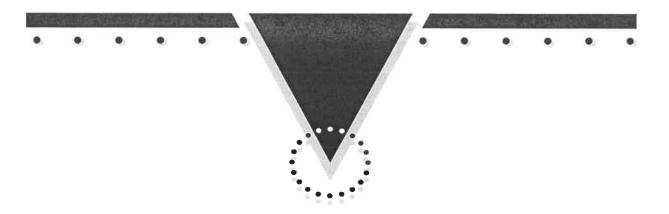
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AMOUNT # AMOUNT STATUS ....INVOICE..... VEXPENSED TO... VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS CHECK VEND# DATE

12,031.24 TOTAL FOR REGISTER

SCBC SHINGLE CREEK TVISCARRA

# SECTION 2



# **Shingle Creek at Bronson Community Development District**

Unaudited Financial Reporting
April 30, 2022



#### **TABLE OF CONTENTS**

1	BALANCE SHEET
2	GENERAL FUND INCOME STATEMENT
3	DEBT SERVICE FUND SERIES 2021
4	CAPITAL PROJECT FUND SERIES 2021
5	MONTH TO MONTH
6	LONG TERM DEBT SUMMARY
7	FY22 ASSESSMENT RECEIPT SCHEDULE
8	CONSTRUCTION SCHEDULE SERIES 2021

# COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET April 30, 2022

	General	Debt Service Fund	Capital Projects Fund	Totals 2022
ASSETS: CASH	\$329.085	1		\$329,085
INVESTMENTS SERIES 2021				
RESERVE	I	\$390,150	I	\$390,150
REVENUE	i	\$687,745	•	\$687,745
CONSTRUCTION	1	1	\$4,092,452	\$4,092,452
COST OF ISSUANCE		-	0\$	\$0
TOTAL ASSETS	\$329,085	\$1,077,895	\$4,092,452	\$5,499,432
<u>LIABILITIES:</u> ACCOUNTS PAYABLE	\$1,263	ļ	\$7,910	\$9,173
FUND BALANCES: RESTRICTED FOR DEBT SERVICE	1	\$1,077,895	I	\$1.077.895
RESTRICTED FOR CAPITAL PROJECTS	1		\$4,084,542	\$4,084,542
UNASSIGNED	\$327,822	!	•	\$327,822
TOTAL LIABILITIES & FUND EQUITY	\$329,085	\$1,077,895	\$4,092,452	\$5,499,432

#### COMMUNITY DEVELOPMENT DISTRICT

#### **GENERAL FUND**

Statement of Revenues & Expenditures
For The Period Ending April 30, 2022

[	ADOPTED BUDGET	PRORATED BUDGET THRU 4/30/22	ACTUAL THRU 4/30/22	VARIANCE
REVENUES:		,,,,,,		7,447,434
SPECIAL ASSESSMENTS - TAX ROLL SPECIAL ASSESSMENTS - DIRECT BILLED	\$188,089 \$99,091	\$186,745 \$99,091	\$186,745 \$99,091	\$0 \$0
TOTAL REVENUES	\$287,180	\$285,836	\$285,836	\$0
EXPENDITURES:				
ADMINISTRATIVE:				
SUPERVISORS FEES	\$4,800	\$2,800	\$2,800	\$0
FICA EXPENSE	\$367	\$214	\$214	(\$0)
ENGINEERING	\$12,000	\$7,000	\$855	\$6,145
ATTORNEY	\$25,000	\$14,583	\$5,243	\$9,340
DISSEMINATION	\$3,500	\$2,042	\$2,042	(\$0)
ARBITRAGE	\$450	\$0	\$0	\$0
ANNUAL AUDIT	\$4,400	\$4,400	\$4,400	\$0
TRUSTEE FEES	\$5,000	\$0	\$0	\$0
ASSESSMENT ADMINISTRATION	\$5,000	\$5,000	\$5,000	\$0
MANAGEMENT FEES	\$32,500	\$18,958	\$18,958	\$0
INFORMATION TECHNOLOGY	\$1,050	\$613	\$613	\$0
WEBSITE MAINTENANCE	\$600	\$350	\$350	\$0
TELEPHONE	\$300	\$175	\$0	\$175
POSTAGE	\$1,000	\$583	\$46	\$537
INSURANCE	\$5,500	\$5,500	\$5,175	\$325
PRINTING & BINDING	\$1,000	\$583	\$80	\$503
LEGAL ADVERTISING	\$2,500	\$1,458	\$0	\$1,458
OTHER CURRENT CHARGES	\$1,000	\$583	\$261	\$323
OFFICE SUPPLIES	\$625	\$365	\$2	\$363
PROPERTY APPRAISER	\$0	\$0	\$401	(\$401)
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
FIELD:				
FIELD SERVICES	\$7,500	\$4,375	\$4,375	\$0
PROPERTY INSURANCE	\$1,500	\$875	\$0	\$875
ELECTRIC	\$2,500	\$1,458	\$0	\$1,458
STREETLIGHTS	\$11,000	\$6,417	\$0	\$6,417
WATER & SEWER	\$10,000	\$5,833	\$709	\$5,125
LANDSCAPE MAINTENANCE	\$114,514	\$66,800	\$17,904	\$48,896
LANDSCAPE CONTINGENCY	\$7,500	\$4,375	\$0	\$4,375
IRRIGATION REPAIRS	\$5,000	\$2,917	\$0	\$2,917
LAKE MAINTENANCE	\$12,500	\$7,292	\$945	\$6,347
LAKE CONTINGENCY	\$1,000	\$583	\$0	\$583
CONTINGENCY	\$2,399	\$1,399	\$0	\$1,399
REPAIRS & MAINTENANCE	\$5,000	\$2,917	\$0	\$2,917
TOTAL EXPENDITURES	\$287,180	\$170,624	\$70,547	\$100,076
EXCESS REVENUES (EXPENDITURES)	\$0		\$215,289	
FUND BALANCE - Beginning	\$0		\$112,533	
FUND BALANCE - Ending	\$0		\$327,822	
***			,, <u>-</u>	

#### COMMUNITY DEVELOPMENT DISTRICT

#### SERIES 2021 DEBT SERVICE

#### Statement of Revenues & Expenditures For The Period Ending April 30, 2022

	ADOPTED	PRORATED BUDGET	ACTUAL	
	BUDGET	THRU 4/30/22	THRU 4/30/22	VARIANCE
REVENUES:				
SPECIAL ASSESSMENTS - TAX ROLL	\$511,056	\$418,483	\$418,483	\$0
SPECIAL ASSESSMENTS - DIRECT BILLED	\$269,244	\$269,244	\$269,244	\$0
INTEREST	\$0	\$0	\$25	\$25
TOTAL REVENUES	\$780,300	\$687,727	\$687,751	\$25
EXPENDITURES:				
INTEREST - 12/15	\$323,692	\$323,692	\$323,692	\$0
PRINCIPAL - 06/15	\$280,000	\$0	\$0	\$0
INTEREST - 06/15	\$250,063	\$0	\$0	\$0
TOTAL EXPENDITURES	\$853,755	\$323,692	\$323,692	\$0
OTHER SOURCES/(USES)				
TRANSFER OUT	\$0	\$0	(\$13)	\$13
TOTAL SOURCES/(USES)	\$0	\$0	(\$13)	\$13
EXCESS REVENUES (EXPENDITURES)	(\$73,455)		\$364,046	
FUND BALANCE - Beginning	\$323,697		\$713,849	
FUND BALANCE - Ending	\$250,242		\$1,077,895	

#### COMMUNITY DEVELOPMENT DISTRICT

#### SERIES 2021 CAPITAL PROJECTS FUND

Statement of Revenues & Expenditures
For The Period Ending April 30, 2022

	ADOPTED BUDGET	PRORATED BUDGET THRU 4/30/22	ACTUAL THRU 4/30/22	VARIANCE
REVENUES:	505021	111110 47 307 22	11110 4/30/22	VARIANCE
INTEREST	\$0	\$0	\$432	\$432
TOTAL REVENUES	\$0	\$0	\$432	\$432
EXPENDITURES:				
CAPITAL OUTLAY - CONSTRUCTION CAPITAL OUTLAY - COST OF ISSUANCE	\$0 \$0	\$0 \$0	\$8,887,833 \$0	(\$8,887,833) \$0
TOTAL EXPENDITURES	\$0	\$0	\$8,887,833	(\$8,887,833)
OTHER SOURCES/(USES)				
TRANSFERIN	\$0	\$0	\$13	(\$13)
TOTAL SOURCES/(USES)	\$0	\$0	\$13	(\$13)
EXCESS REVENUES (EXPENDITURES)	\$0		(\$8,887,389)	
FUND BALANCE - Beginning	\$0		\$12,971,930	
FUND BALANCE - Ending	\$0		\$4,084,542	

SHINGLE CREEK AT BRONSON Community Development District

REVENUES:	004	Nov	Dec	lan	Feb	Mar	Apr	May	nur	Jul	Aug	Sept	Total
SPECIAL ASSESSMENTS - TAX ROLL SPECIAL ASSESSMENTS - DIRECT BILLED	8.8	\$6,063 \$49,546	\$103,661	\$365	\$33,158 \$49,546	\$10,770 \$0	\$32,729 \$0	St 53	88	8.8	88	S S	\$186,745 \$99,091
TOTAL REVENUES	\$	\$55,609	\$103,661	\$365	\$82,703	\$10,770	\$32,729	S	05	\$0	0\$	ŞO	\$285,836
EXPENDITURES:													
ADMINISTRATIVE:			,						;		;		
SUPERVISOR FEES	\$600	8 1	S. 5	8. \$	\$600	2800	2800	8.8	8 8	8 8	8 8	S (	\$2,800
FICA EXPENSE	₹ 5	3. 8	2 5	3.5	9 K	19¢	797	2 5	R 5	R 5	R 5	⋧ \$	5234
ATTORNEY	OETC	8 %	3 5	£ £	0875	\$ 780	\$1.263	\$ 59	3 5	8 5	3.58	2 5	\$5.243
DISSEMINATION	\$292	\$292	\$292	\$292	\$292	\$292	\$292	3 8	8 8	3 8	8 8	8 8	\$2,042
ARBITRAGE	\$	8	\$	8	\$	8	8.	0\$	જ	0\$	\$0	\$0	\$0
ANNUAL AUDIT	\$	\$	\$	\$1,000	\$3,400	S	\$	\$	\$	S	\$	\$0	\$4,400
TRUSTEE FEES	8	8	8	S	\$	\$	S	\$	Ş	\$	\$	\$0	\$0
ASSESSMENT ADMINISTRATION	\$5,000	8	\$	S,	S,	S	S	\$	\$	8	S	\$0	\$5,000
MANAGEMENT FEES	\$2,708	\$2,708	\$2,708	\$2,708	\$2,708	\$2,708	\$2,708	\$	S	8	S,	\$0	\$18,958
INFORMATION TECHNOLOGY	\$88	\$88	\$88	\$88	\$88	\$88	\$88	\$	\$	8	\$	\$0	\$613
WEBSITE MAINTENANCE	\$20	\$20	\$20	\$50	\$50	\$30	\$50	\$	\$	\$	\$	\$0	\$320
TELEPHONE	8	8	8	S	\$	S	\$	\$	S.	\$	æ	\$0	\$
POSTAGE	83	R	St.	\$18	\$10	3.5	\$\$	\$0	ક્ષ	S,	S	\$	\$46
INSURANCE	\$5,175	\$	\$	\$0	0\$	я	જ	ន	S	8	8	\$0	\$5,175
PRINTING & BINDING	\$23	\$23	\$	S	\$	95	823	S.	S.	8	8.	\$0	\$80
LEGAL ADVERTISING	8	\$	\$	\$0	\$0	0\$	<b>.</b>	\$	\$	\$	\$	\$	\$0
OTHER CURRENT CHARGES	\$38	\$35	13	\$38	\$38	\$31	\$39	\$	\$0	\$	\$	\$	\$261
OFFICE SUPPLIES	8.	8	8	ន	\$	\$	æ	Ş	S	S	8	\$	\$2
PROPERTY APPRAISER	8.	8	95	S,	\$	\$401	8	Я	\$	8	8	\$	\$401
DUES, LICENSES & SUBSCRIPTIONS	\$175	<i>S</i> ;	\$	St.	Q\$	0\$	8	S,	S,	8	S	S.	\$175
EIELD:													
FIELD SERVICES	\$625	\$625	\$625	\$625	\$625	\$625	\$625	\$	\$	\$	\$	\$	\$4,375
PROPERTY INSURANCE	8	8	æ	Ş	\$	\$	8	8	S	8	8	8	\$
ELECTRIC	<b>S</b> .	8	8	0\$	\$	8	8	8	\$0\$	8	8	\$	\$0
STREETLIGHTS	88	8	\$	\$0	\$0	Ċ\$	8	\$	\$0	S.	8	\$	\$
WATER & SEWER	\$90	\$110	\$101	\$6\$	\$148	\$161	8.	\$	\$	S,	\$	Ş	\$709
LANDSCAPE MAINTENANCE	\$2,550	\$2,550	\$2,550	\$2,550	\$2,550	\$2,550	\$2,601	\$	\$0	8	S	Ş	\$17,904
LANDSCAPE CONTINGENCY	8	S	8	\$	\$0	8	8	8	8	8	æ	я	0\$
IRRIGATION REPAIRS	\$	\$	8	\$0	S.	S.	8	\$	ς <b>,</b>	St.	8	ያ	\$
LAKE MAINTENANCE	\$135	\$135	\$135	\$135	\$135	\$135	\$135	8	8	\$	S	Ş	\$945
LAKE CONTINGENCY	8	8	8	0\$	93	æ	8	8	\$	8	æ	Ş	Ş
CONTINGENCY	<b>S</b> .	8	8	0\$	0\$	8	æ	8	ጸ	8	S	\$	\$
REPAIRS & MAINTENANCE	8	\$	\$\$	\$	\$0	8	\$	8	\$	8	S.	\$	\$0
TOTAL EXPENDITURES	\$18,327	\$6,706	\$6,591	\$7,679	\$11,560	\$10,987	\$8,696	95	\$	-5%	\$	\$0	\$70,547
EXCESS REVENUES (EXPENDITURES)	(\$18,327)	\$48,903	\$97,070	(\$7,314)	\$71,143	(\$217)	\$24,032	Ş	ŞO	Ş	8	S	\$215,289

#### **COMMUNITY DEVELOPMENT DISTRICT**

#### LONG TERM DEBT REPORT

#### SERIES 2021, SPECIAL ASSESSMENT BONDS

**ASSESSMENT AREA ONE** 

INTEREST RATE: 2.500%, 3.100%, 3.500%, 4.000%

MATURITY DATE: 6/15/2051

RESERVE FUND DEFINITION 50% MAXIMUM ANNUAL DEBT SERVICE

RESERVE FUND REQUIREMENT \$390,150
RESERVE FUND BALANCE \$390,150

BONDS OUTSTANDING - 4/22/21 \$13,990,000

CURRENT BONDS OUTSTANDING \$13,990,000

#### SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT

#### SPECIAL ASSESSMENT RECEIPTS - FY2022

#### TAX COLLECTOR

								ss Assessments et Assessments		743,768 699,142	\$ \$	200,092 188,086	\$ 543,676 511,055 Debt Service	
Date Received	Dist.	Gro	ss Assessments Received	Discounts/ Penalties	Co	ommissions Paid		Interest Income	r	let Amount Received	Ľ	General Fund 26.90%	Series 2021 73.10%	Total 100%
11/22/21	ACH	\$	23,955.72	\$ 958.24	\$	459.95	\$		\$	22,537.53	\$	6,063.15	\$ 16,474.38	\$ 22,537.53
12/8/21	ACH	\$	105,804.27	\$ 4,232.24	\$	2,031.44	\$	-	\$	99,540.59	\$	26,778.87	\$ 72,761,72	\$ 99,540.59
12/22/21	ACH	\$	303,724.47	\$ 12,111.98	\$	5,832.25	\$	-	\$	285,780.24	\$	76,881.93	\$ 208,898.31	\$ 285,780.24
1/10/22	ACH	\$	1,425.93	\$ 42.78	\$	27.66	\$	-	\$	1,355.49	\$	364.66	\$ 990.83	\$ 1,355.49
2/10/22	ACH	\$	128,334.18	\$ 2,566.70	\$	2,515.35	\$	-	\$	123,252.13	\$	33,157.86	\$ 90,094.27	\$ 123,252.13
3/10/22	ACH	\$	41,352.15	\$ 501.94	\$	817.01	. \$	-	\$	40,033.20	\$	10,769.92	\$ 29,263.28	\$ 40,033.20
4/9/22	ACH	\$	124,341.42	\$ 202.49	\$	2,482.78	\$	-	\$	121,656.15	\$	32,728.51	\$ 88,927.64	\$ 121,656.15
5/9/22	ACH	\$	5,287.37	\$ -	\$	105.74	\$	•	\$	5,181.63	\$	1,393.99	\$ 3,787.64	\$ 5,181.63
Totals		\$	734,225.51	\$ 20,616.37	\$	14,272.18	\$		\$	699,336.96	\$	188,138.89	\$ 511,198.07	\$ 699,336.96

#### DIRECT BILLED ASSESSMENTS

LEN OT HOLDINGS, LLC	\$368.335.32	\$99,091,23	\$269,244,09

DATE	DUE	CHECK		NET	AMOUNT		Operation		ebt Service
RECEIVED	DATE	NO.		ASSESSED	RECEIVED	8.1	Vlaintenance	. !	Series 2021
11/30/21	11/1/21	1718940	\$	184,167.66	\$ 184,167.66	\$	49,545.62	\$	134,622.04
2/12/22	2/1/22	1752340	\$	92,083.83	\$ 92,083.83	\$	24,772.81	\$	67,311.02
2/12/22	5/1/22	1752340	\$	92,083.83	\$ 92,083.83	\$	24,772.81	\$	67,311.02
			5	368,335.32	\$ 368,335.32	Ś	99,091.24	Ś	269,244.08

### Shingle Creek at Bronson Community Development District

#### Special Assessment Bonds, Series 2021

Date	Requisition #	Contractor	Description	R	equisitions
Fiscal Year 2021					
		TOTAL		\$	
Fiscal Year 2021					
5/3/21		INTEREST		\$	19.15
5/4/21		TRANSFER FROM RESERVE		\$	0.58
6/1/21		INTEREST		\$	65.95
6/2/21		TRANSFER FROM RESERVE		\$	1.98
7/1/21		INTEREST		\$	63.82
7/2/21		TRANSFER FROM RESERVE		\$	1.92
8/2/21		INTEREST		\$	65.95
8/3/21 9/1/21		TRANSFER FROM RESERVE		\$ \$	1.98
9/2/21		INTEREST TRANSFER FROM RESERVE		\$	66.79 2.01
-, -,					
		TOTAL		\$	290.13
		Acquisition/Cons	truction Fund at 4/22/21	\$1	2,972,020.24
		Intere st Ea	rned thru 9/30/21	\$	290.13
		Requisition	s Paid thru 9/30/21	\$	-
		Remaining Acqui	isition/Construction Fund	\$1	2,972,310.37
		5 .	,	===	
Date	Regulsition #	Contractor	Description	R	equisitions
Fiscal Year 2022			- son pued		
10/5/21	1	IAMILTON ENGINEERING & SURVEYING, LUIN	OICE #64147 - REVIEW REIMB, DOCUMENTS - MAY 21	\$	380.00
3/31/22	2	LENNAR HOMES LLC	REIMB. SITE WORK PH 1, 3 & PORTION OF PH 2	\$	8,879,923.05
4/6/55	3	AMILTON ENGINEERING & SURVEYING, LL: IN	VOICE #66329 - REVIEW REIMB. DOCUMENTS - FEB.22	\$	7,910.00
		TOTAL		\$	8,888,213.05
Fiscal Year 2022					
10/1/21		INTEREST		\$	63.82
10/4/21		TRANSFER FROM RESERVE		\$	1.92
11/1/21		INTEREST		\$	65.95
11/2/21		TRANSFER FROM RESERVE		\$	1.98
12/1/21		INTEREST		\$	63.82
12/2/21		TRANSFER FROM RESERVE		\$	1.92
12/29/21		SHORT TERM CAPITAL GAIN DIVIDEND		\$	45.66
12/30/21		TRANSFER FROM RESERVE		\$	1.37
1/3/22		INTEREST TRANSFER FROM RESERVE		\$	65.95
1/4/22 2/1/22		TRANSFER FROM RESERVE INTEREST		\$	1.98 65.95
2/2/22		TRANSFER FROM RESERVE			
3/1/22		INTEREST		\$ \$	1.98 60.40
3/2/22		TRANSFER FROM RESERVE		\$	1.82
4/1/22		INTEREST		\$	64.50
4/4/22		TRANSFER FROM RESERVE		\$	1.98
		TOTAL		\$	511.00
			A		
			truction Fund at 9/30/21	- 1	2,972,310.37
			arned thru 4/30/22 is Paid thru 4/30/22	\$	511.00
		Requisition	5 raio unu 4/30/22	<b>&gt;</b> (	8,888,213.05
		Remaining Acqu	isition/Construction Fund	\$	4,084,608.32

# SECTION 3

# **REBATE REPORT** \$13,990,000

#### Shingle Creek at Bronson Community Development District

(Osceola County, Florida) Special Assessment Bonds, Series 2021

> Dated: April 22, 2021 Delivered: April 22, 2021

Rebate Report to the Computation Date April 22, 2024 Reflecting Activity To April 30, 2022



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www.amteccorp.com

May 16, 2022

Shingle Creek at Bronson Community Development District c/o Ms. Teresa Viscarra
Government Management Services – CF, LLC
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771

Re: \$13,990,000 Shingle Creek at Bronson Community Development District (Osceola County, Florida), Special Assessment Bonds, Series 2021

Dear Ms. Viscarra:

AMTEC has prepared certain computations relating to the above referenced bond issue (the "Bonds") at the request of the Shingle Creek at Bronson Community Development District (the "District").

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebatable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebatable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebatable Arbitrage.

We have scheduled our next Report for March 31, 2023. Thank you for this engagement and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo Senior Vice President Caitlyn C. McGovern

Analyst

#### **SUMMARY OF REBATE COMPUTATIONS**

Our computations, contained in the attached schedules, are summarized as follows:

For the April 22, 2024 Computation Date Reflecting Activity from April 22, 2021 through April 30, 2022

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage				
Acquisition and Construction Account	0.006697%	840.13	(475,251.07)				
Reserve Account	0.006354%	25.34	(15,125.97)				
Interest Account	0.005666%	11.87	(7,999.08)				
Cost of Issuance Account	0.005847%	0.11	(72.59)				
Totals	0.006670%	\$877.45	\$(498,448.71)				
Bond Yield	3.514356%						
Rebate Computation Credit	(1,962.06)						
1	Net Rebatable Arbitrage						

Based upon our computations, no rebate liability exists.

### SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

#### COMPUTATIONAL INFORMATION

- 1. For purposes of computing Rebatable Arbitrage, investment activity is reflected from April 22, 2021, the date of the closing, through April 30, 2022, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of April 22, 2024.
- 2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
- 3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
- 4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
- 5. During the period between April 22, 2021 and April 30, 2022, the District made periodic payments into the Principal, Interest, Revenue, Sinking and Prepayment Accounts (collectively, the "Debt Service Funds"), which were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f) (4) (A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12th of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Debt Service Funds and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

#### **DEFINITIONS**

#### 6. Computation Date

April 22, 2024.

#### 7. Computation Period

The period beginning on April 22, 2021, the date of the closing, through April 30, 2022.

#### 8. Bond Year

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the Issuer. If no day is selected by the Issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of the issuance, or the final redemption date of the Bonds.

#### 9. Bond Yield

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

#### 10. Taxable Investment Yield

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

#### 11. Issue Price

The price determined on the basis of the initial offering price to the public at which price a substantial amount of the Bonds were sold.

#### 12. Rebatable Arbitrage

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

#### 13. Funds and Accounts

The Funds and Accounts activity used in the compilation of this Report was received from records provided by the District and US Bank, Trustee, as follows:

Fund	Account Number		
Revenue	254371000		
Interest	254371001		
Sinking	254371002		
Reserve	254371003		
Prepayment	254371004		
Acquisition & Construction	254371005		
Cost of Issuance	254371006		

#### **METHODOLOGY**

#### **Bond Yield**

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

#### **Investment Yield and Rebate Amount**

The methodology used to calculate the Rebatable Arbitrage, as of April 30, 2022, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to April 22, 2024. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on April 22, 2024, is the Rebatable Arbitrage.

# Shingle Creek at Bronson Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2021 Delivered: April 22, 2021

#### Sources of Funds

Par Amount	\$13,990,000.00
Original Issue Premium	161,337.25
Total	\$14,151,337.25

#### **Uses of Funds**

Acquisition and Construction Account	\$12,972,020.24
Reserve Account	390,150.00
Interest Account	323,692.01
Cost of Issuance Account	185,675.00
Underwriter's Discount	279,800.00
Total	\$14,151,337.25

#### PROOF OF ARBITRAGE YIELD

\$13,990,000 Shingle Creek at Bronson Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2021

		Present Value to 04/22/2021
Date	Debt Service	@ 3.5143556991%
12/15/2021	323,692.01	316,475.02
06/15/2022	530,062.50	509,295.09
12/15/2022	246,562.50	232,811.47
06/15/2023	536,562.50	497,889.09
12/15/2023	242,937.50	221,534.72
06/15/2024	537,937.50	482,074.33
12/15/2024	239,250.00	210,702.21
06/15/2025	544,250.00	471,032.12
12/15/2025	235,437.50	200,245.45
06/15/2026	545,437.50	455,897.25
12/15/2026	231,562.50	190,206.41
06/15/2027	551,562.50	445,232.23
12/15/2027	226,602.50	179,759.36
06/15/2028	556,602.50	433,917,25
12/15/2028	221,487.50	169,685.97
06/15/2029	561,487.50	422,738.44
12/15/2029	216,217.50	159,976.96
06/15/2030	566,217.50	411,703.76
12/15/2030	210,792.50	150,623.12
06/15/2031	6,985,792,50	4,905,543.37
12/15/2031	76,912.50	53,076.63
06/15/2032	451,912,50	306,475.45
12/15/2032	70,350.00	46,885.70
06/15/2033	455,350,00	298,233,60
12/15/2033	63,612.50	40,943.85
06/15/2034	463,612.50	293,248.81
12/15/2034	56,612.50	35,190,74
06/15/2035	471,612.50	288,095.40
12/15/2035	49,350.00	29,626.01
06/15/2036	479,350,00	282,796.24
12/15/2036	41,825.00	24,248.89
06/15/2037	486,825.00	277,372.67
12/15/2037	34,037.50	19,058.27
06/15/2038	494,037.50	271,844.53
12/15/2038	25,987.50	14,052.71
06/15/2039	505,987.50	268,887.35
12/15/2039	17,587.50	9,184.80
06/15/2040	512,587,50	263,068.28
12/15/2040	8,925.00	4,501.36
06/15/2041	518,925.00	257,202.37
	19,595,854,51	14,151,337.25

#### Proceeds Summary

Delivery date	04/22/2021
Par Value	13,990,000.00
Premium (Discount)	161,337.25
Target for yield calculation	14,151,337.25

#### PROOF OF ARBITRAGE YIELD

\$13,990,000 Shingle Creek at Bronson Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2021

#### Assumed Call/Computation Dates for Premium Bonds

Bond	Maturity			Call	Call	Yield To
Component	Date	Rate	Yield	Date	Price	Call/Maturity
TERM04	06/15/2042	4.000%	3.700%	06/15/2031	100.000	3.6996463%
TERM04	06/15/2043	4.000%	3.700%	06/15/2031	100.000	3.6996463%
TERM04	06/15/2044	4.000%	3.700%	06/15/2031	100.000	3.6996463%
TERM04	06/15/2045	4.000%	3.700%	06/15/2031	100.000	3.6996463%
TERM04	06/15/2046	4.000%	3.700%	06/15/2031	100.000	3.6996463%
TERM04	06/15/2047	4.000%	3.700%	06/15/2031	100.000	3.6996463%
TERM04	06/15/2048	4.000%	3.700%	06/15/2031	100.000	3.6996463%
TERM04	06/15/2049	4.000%	3.700%	06/15/2031	100.000	3.6996463%
TERM04	06/15/2050	4.000%	3.700%	06/15/2031	100.000	3.6996463%
TERM04	06/15/2051	4.000%	3.700%	06/15/2031	100.000	3.6996463%

#### Rejected Call/Computation Dates for Premium Bonds

Increase	Yield To	Call	Call			Maturity	Bond
to Yield	Call/Maturity	Price	Date	Yield	Rate	Date	Component
0.1253457%	3.8249921%			3.700%	4.000%	06/15/2042	TERM04
0.1304043%	3.8300506%			3.700%	4.000%	06/15/2043	TERM04
0.1350003%	3.8346466%			3.700%	4.000%	06/15/2044	TERM04
0.1391915%	3.8388378%			3.700%	4.000%	06/15/2045	TERM04
0.1430262%	3.8426725%			3.700%	4.000%	06/15/2046	TERM04
0.1465456%	3.8461919%			3.700%	4.000%	06/15/2047	TERM04
0.1497846%	3.8494309%			3.700%	4.000%	06/15/2048	TERM04
0.1527733%	3.8524196%			3.700%	4.000%	06/15/2049	TERM04
0.1555376%	3.8551839%			3,700%	4.000%	06/15/2050	TERM04
0.1581000%	3.8577463%			3.700%	4.000%	06/15/2051	TERM04

#### BOND DEBT SERVICE

#### \$13,990,000 Shingle Creek at Bronson Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2021

Period					Annual
Ending	Principal	Coupon	Interest	Debt Service	Debt Service
04/22/2021					
12/15/2021			323,692.01	323,692.01	
06/15/2022	280,000	2.500%	250,062.50	530,062.50	853,754.51
12/15/2022			246,562.50	246,562.50	
06/15/2023	290,000	2.500%	246,562.50	536,562.50	783,125.00
12/15/2023			242,937.50	242,937.50	
06/15/2024	295,000	2.500%	242,937.50	537,937.50	780,875.00
12/15/2024			239,250.00	239,250.00	
06/15/2025	305,000	2.500%	239,250.00	544,250.00	783,500.00
12/15/2025			235,437.50	235,437.50	
06/15/2026	310,000	2.500%	235,437.50	545,437.50	780,875.00
12/15/2026			231,562.50	231,562.50	
06/15/2027	320,000	3.100%	231,562.50	551,562.50	783,125.00
12/15/2027			226,602.50	226,602.50	
06/15/2028	330,000	3.100%	226,602,50	556,602.50	783,205.00
12/15/2028			221,487.50	221,487.50	
06/15/2029	340,000	3.100%	221,487.50	561,487.50	782,975.00
12/15/2029	•		216,217.50	216,217.50	
06/15/2030	350,000	3.100%	216,217.50	566,217.50	782,435.00
12/15/2030	•		210,792.50	210,792.50	,
06/15/2031	360,000	3.100%	210,792.50	570,792.50	781,585.00
12/15/2031	,		205,212.50	205,212.50	,
06/15/2032	375,000	3.500%	205,212.50	580,212.50	785,425.00
12/15/2032	,		198,650.00	198,650.00	,
06/15/2033	385,000	3.500%	198,650.00	583,650.00	782,300.00
12/15/2033	,		191,912.50	191,912.50	
06/15/2034	400,000	3.500%	191,912.50	591,912.50	783,825.00
12/15/2034	,		184,912.50	184,912.50	,
06/15/2035	415,000	3.500%	184,912.50	599,912.50	784,825.00
12/15/2035	***************************************	0.000,0	177,650.00	177,650.00	,
06/15/2036	430,000	3.500%	177,650.00	607,650.00	785,300.00
12/15/2036	450,000	3.50075	170,125.00	170,125.00	100,000.00
06/15/2037	445,000	3.500%	170,125.00	615,125.00	785,250.00
12/15/2037	115,500	5150070	162,337.50	162,337.50	100,200100
06/15/2038	460,000	3.500%	162,337.50	622,337.50	784,675.00
12/15/2038	400,000	3.30078	154,287.50	154,287.50	104,075.00
06/15/2039	480,000	3.500%	154,287.50	634,287.50	788,575.00
12/15/2039	400,000	3.30070	145,887.50	145,887.50	700,575.00
06/15/2040	495,000	3.500%	145,887.50	640,887.50	786,775.00
12/15/2040	433,000	3.30070	137,225.00	137,225.00	100,175.00
06/15/2041	510,000	3.500%	137,225.00	647,225.00	784,450.00
12/15/2041	510,000	3.30070	128,300.00	128,300.00	704,430.00
06/15/2042	530,000	4.000%	128,300.00	658,300.00	786,600.00
12/15/2042	330,000	4.00078	117,700.00	117,700.00	700,000.00
06/15/2043	555,000	4.000%	117,700.00	672,700.00	790,400.00
12/15/2043	333,000	4.00078	106,600.00	106,600.00	790,400.00
06/15/2044	575,000	4.000%	106,600.00	681,600.00	788,200.00
	373,000	4.00078			700,200.00
12/15/2044 06/15/2045	600.000	4.00097	95,100.00	95,100.00	700 700 00
	600,000	4.000%	95,100.00	695,100.00	790,200.00
12/15/2045	625 000	4.00097	83,100.00	83,100.00	701 700 00
06/15/2046	625,000	4.000%	83,100.00	708,100.00	791,200.00
12/15/2046	CEO 000	4.00007	70,600.00	70,600.00	701 500 00
06/15/2047	650,000	4.000%	70,600.00	720,600.00	791,200.00
12/15/2047	CTE 000	4.00000	57,600.00	57,600.00	#00 #00 CC
06/15/2048	675,000	4.000%	57,600.00	732,600.00	790,200.00
12/15/2048 06/15/2049	======	4.0000	44,100.00	44,100.00	
	705,000	4.000%	44,100.00	749,100.00	793,200.00

#### BOND DEBT SERVICE

# \$13,990,000 Shingle Creek at Bronson Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2021

Annual Debt Service	Debt Service	Interest	Coupon	Principal	Period Ending
	30,000.00	30,000.00			12/15/2049
795,000.00	765,000,00	30,000.00	4.000%	735,000	06/15/2050
•	15,300.00	15,300.00		•	12/15/2050
795,600.00	780,300.00	15,300.00	4.000%	765,000	06/15/2051
23,658,654.51	23,658,654.51	9,668,654.51		13,990,000	

#### Shingle Creek at Bronson Community Development District (Osceola County, Florida)

#### Special Assessment Bonds, Series 2021 Acquisition and Construction Account

#### ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (3.514356%)
04/22/21	Beg Bal	-12,972,020.24	-14,401,175.39
05/04/21	From Res	-0.58	-0.64
06/02/21	From Res	-1.98	-2.19
07/02/21	From Res	-1.92	-2.12
08/03/21	From Res	-1.98	-2.18
09/02/21	From Res	-2.01	-2.20
10/04/21	From Res	-1.92	-2.10
10/05/21		380.00	415.26
11/02/21	From Res	-1.98	-2.16
12/02/21	From Res	-1.92	-2.09
12/30/21	From Res	-1.37	-1.48
01/04/22	From Res	-1.98	-2.15
02/02/22	From Res	-1.98	-2.14
03/02/22	From Res	-1.82	-1.96
03/31/22		8,879,923.05	9,541,003.05
04/04/22	From Res	-1.98	-2.13
04/06/22		7,910.00	8,493.94
04/30/22	MMkt Bal	4,084,608.32	4,375,970.72
04/30/22	MMkt Acc	62.42	66.87
04/22/24	TOTALS:	840.13	-475,251.07

ISSUE DATE: 04/22/21 REBATABLE ARBITRAGE: -475,251.07
COMP DATE: 04/22/24 NET INCOME: 840.13
BOND YIELD: 3.514356% TAX INV YIELD: 0.006697%

## Shingle Creek at Bronson Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2021

#### Reserve Account

#### ARBITRAGE REBATE CALCULATION DETAIL REPORT

			FUTURE VALUE @
		RECEIPTS	BOND YIELD OF
DATE	DESCRIPTION	(PAYMENTS)	(3.514356%)
04/00/01	n n 1	200 150 00	422 122 66
04/22/21	Beg Bal	-390,150.00	-433,133.66
05/04/21	to ACF	0.58	0.64
06/02/21	to ACF	1.98	2.19
07/02/21	to ACF	1.92	2.12
08/03/21	to ACF	1.98	2.18
09/02/21	to ACF	2.01	2.20
10/04/21	to ACF	1.92	2.10
11/02/21	to ACF	1.98	2.16
12/02/21	to ACF	1.92	2.09
12/30/21	to ACF	1.37	1.48
01/04/22	to ACF	1,98	2.15
02/02/22	to ACF	1.98	2.14
03/02/22	to ACF	1.82	1.96
04/04/22	to ACF	1.98	2.13
04/30/22	MMkt Bal	390,150.00	417,980.10
04/30/22	MMkt Acc	1.92	2.06
04/22/24	TOTALS:	25.34	-15,125.97

ISSUE DATE: 04/22/21 REBATABLE ARBITRAGE: -15,125.97
COMP DATE: 04/22/24 NET INCOME: 25.34
BOND YIELD: 3.514356% TAX INV YIELD: 0.006354%

# Shingle Creek at Bronson Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2021

#### Interest Account

#### ARBITRAGE REBATE CALCULATION DETAIL REPORT

			FUTURE VALUE @
		RECEIPTS	BOND YIELD OF
DATE	DESCRIPTION	(PAYMENTS)	(3.514356%)
04/22/21	Beg Bal	-323,692.01	-359,353.85
05/04/21		0.48	0.53
06/02/21		1.65	1.82
07/02/21		1.59	1.75
08/03/21		1.65	1.81
09/02/21		1.67	1.83
10/04/21		1.59	1.74
11/02/21		1.65	1.80
12/02/21		1.59	1.73
12/15/21		323,692.01	351,341.75
04/22/24	TOTALS:	11.87	-7,999.08

| ISSUE DATE: 04/22/21 | REBATABLE ARBITRAGE: -7,999.08 | COMP DATE: 04/22/24 | NET INCOME: 11.87 | BOND YIELD: 3.514356% | TAX INV YIELD: 0.005666%

# Shingle Creek at Bronson Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2021 Cost of Issuance Account

#### ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (3.514356%)
04/22/21 04/22/21 04/22/21 04/22/21 04/22/21 04/22/21 04/29/21 05/07/21 04/12/22	Beg Bal	-185,675.00 46,500.00 50,000.00 33,500.00 6,000.00 1,500.00 5,675.00 42,500.00 0.11	-206,131.21 51,623.00 55,508.61 37,190.77 6,661.03 1,665.26 6,295.96 47,113.88 0.12
04/22/24	TOTALS:	0.11	-72.59

ISSUE DATE: 04/22/21 REBATABLE ARBITRAGE: -72.59
COMP DATE: 04/22/24 NET INCOME: 0.11
BOND YIELD: 3.514356% TAX INV YIELD: 0.005847%

# Shingle Creek at Bronson Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2021 Rebate Computation Credit

#### ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (3.514356%)
04/22/22		-1,830.00	-1,962.06
04/22/24	TOTALS:	-1,830.00	-1,962.06

ISSUE DATE: 04/22/21 REBATABLE ARBITRAGE: -1,962.06

COMP DATE: 04/22/24 BOND YIELD: 3.514356%