

*Sandmine Road  
Community Development District*

*Agenda*

*August 19, 2021*

# AGENDA

# ***Sandmine Road***

## ***Community Development District***

---

219 East Livingston Street, Orlando, Florida 32801

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

August 12, 2021

**Board of Supervisors  
Sandmine Road  
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of **Sandmine Road Community Development District** will be held on **Thursday, August 19, 2021 at 2:00 PM at 1115 Aloha Blvd., Davenport, Florida 33897**. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the July 15, 2021 Meeting
4. Public Hearing
  - A. Consideration of Resolution 2021-06 Adopting the Fiscal Year 2022 Budget and Relating to the Annual Appropriations
  - B. Consideration of Resolution 2021-07 Imposing Special Assessments and Certifying an Assessment Roll
5. Financing Matters
  - A. Consideration of Engineer's Report
  - B. Consideration of Assessment Methodology
  - C. Consideration of Resolution 2021-08 Declaring Special Assessments
  - D. Consideration of Resolution 2021-09 Setting a Public Hearing for Special Assessments
6. Consideration of Proposal with Exclusive Landscaping for Submeter Installation
7. Consideration of Non-Exclusive, Revocable Encroachment Agreements for Lots 220 - 224
8. Ratification of Non-Exclusive, Revocable Encroachment Agreements for Lots 225 - 237
9. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Balance Sheet and Income Statement
    - ii. Ratification of FY2021 Funding Requests #15 - 16
    - iii. Approval of Fiscal Year 2022 Meeting Schedule
10. Other Business
11. Supervisors Requests
12. Adjournment

The second order of business of the Board of Supervisors 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 approval of the minutes of the July 15, 2021 Board of Supervisors Meeting. The minutes are enclosed for your review.

The fourth order of business opens the public hearing. Section A is consideration of resolution 2021-06 adopting the Fiscal Year 2022 budget and relating to the annual appropriations. A copy of the resolution is enclosed for your review. Section B is consideration of resolution 2021-07 imposing special assessments and certifying an assessment roll. A copy of the resolution is enclosed for your review.

The fifth order of business is financing matters. Section A consideration of Engineer's Report. A copy of the Engineer's Report will be provided under separate cover. Section B is consideration of Assessment Methodology. A copy of the methodology will be provided under separate cover. Section C is consideration of Resolution 2021-08 declaring special assessments. A copy of the resolution is enclosed for your review. Section D is consideration Resolution 2021-09 setting a public hearing for special assessments. A copy of the resolution is enclosed for your review.

The sixth order of business is consideration of proposal with Exclusive Landscaping for Submeter Installation. A copy of the proposal is enclosed for your review.

The sixth order of business is consideration of Non-Exclusive, Revocable Encroachment Agreements for Lots 220 – 224. Copies of the agreements are enclosed for your review.

The seventh order of business is ratification of Ratification of Non-Exclusive, Revocable Encroachment Agreements for Lots 225 – 237. Copies of the agreements are enclosed for your review.

The eighth order of business is staff reports. Section C is the District Manager's report. Section 1 includes the balance sheet and income statement for your review. Section 2 is ratification of funding request. A copy of the funding request is enclosed for your review. A copy of the funding request is enclosed for your review. Section 3 is approval of Fiscal Year 2022 meeting schedule.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "G. S. Flint".

George S. Flint  
District Manager

CC: Tucker Mackie, District Counsel  
Darrin Mossing, GMS

Enclosures



# MINUTES

MINUTES OF MEETING  
SANDMINE ROAD  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Sandmine Road Community Development District was held Thursday, July 15, 2021 at 2:00 p.m. at 2227 Lelani Circle, Davenport, Florida.

Present and constituting a quorum were:

Eric Baker  
Sean Bailey  
Amy Steiger

Chairman  
Assistant Secretary  
Assistant Secretary

Also present were:

George Flint  
Tucker Mackie *by phone*  
Broc Althafer *by phone*

District Manager, GMS  
District Counsel  
District Engineer

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Mr. Flint recognized that no public was present, only Board members and staff were in attendance.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the May 20, 2021 Meeting**

Mr. Flint asked if the Board had any comments or corrections to the May 20, 2021 Board meeting minutes. The Board had no changes.

On MOTION by Mr. Baker, seconded by Ms. Steiger, with all in favor, the Minutes of the May 20, 2021 Board Meeting, were approved.

#### **FOURTH ORDER OF BUSINESS**

#### **Consideration of Rule G-17 Disclosure Letter with FMS Bonds, Inc.**

Mr. Flint stated that FMS Bonds serves as the District's underwriter. Mr. Flint continued by reviewing the Disclosure Letter. He elaborated that this was done each time the District issued bonds. The Board did not have any questions.

On MOTION by Mr. Baker, seconded by Ms. Steiger, with all in favor, the Rule G-17 Disclosure Letter with FMS Bonds, Inc., was approved.

#### **FIFTH ORDER OF BUSINESS**

#### **Financing Matters**

- A. Consideration of Engineer's Report**
- B. Consideration of Assessment Methodology**
- C. Consideration of Resolution 2021-06 Declaring Special Assessments**
- D. Consideration of Resolution 2021-07 Setting a Public Hearing for Special Assessments**

Mr. Flint stated they were waiting on additional information to proceed with the assessment process. Mr. Althafer provided an update on the Engineer's Report. He informed the Board that he would be able to provide the report in the next Board meeting. These matters were deferred to the August meeting.

#### **SIXTH ORDER OF BUSINESS**

#### **Discussion of Polk County Utilities Easement**

Ms. Mackie provided that the county had requested the utilities easement over the stormwater pond. She stated that it was for the purposes of operating the ground water recharge facility. She stated that she had not reviewed the form of the document and that she was waiting to receive more information. Ms. Mackie elaborated that since the District owned the stormwater pond that this ultimately would be an easement that is coming from the District. She stated that if the Board is amenable, she suggested approving the form of the easement agreement and authorizing District Staff to continue negotiations over the final form of the same and authorizing the Chair to execute would be in order.

Mr. Althafer followed up that this was for Polk County to discharge excess water from their nearby water treatment facility and said the pond will ultimately serve as a joint use stormwater management facility and a rapid infiltration basin. Mr. Althafer confirmed that the pond is a CDD owned and maintained pond, and stated it was located just east of the amenity site. He stated there was not any construction needed for this, and said the water would just begin to flow.

On MOTION by Mr. Baker, seconded by Ms. Steiger, with all in favor, the Polk County Utilities Easement, was approved.

#### **SEVENTH ORDER OF BUSINESS**

#### **Review and Acceptance of Fiscal Year 2020 Audit Report**

Mr. Flint stated that if there were findings or recommendations found, they would be reflected in the management letter. It was determined that the audit was clean and it was filed with the state.

On MOTION by Mr. Baker, seconded by Ms. Steiger, with all in favor, the Fiscal Year 2020 Audit Report, was approved.

#### **EIGHTH ORDER OF BUSINESS**

#### **Ratification of Series 2020 Requisitions #6 - #9**

Mr. Flint reviewed the requisitions and asked the Board if they had any questions. With there being no questions, he asked the Board to ratify.

On MOTION by Mr. Baker, seconded by Mr. Bailey, with all in favor, Series 2020 Requisitions #6 - #9, were ratified.

#### **NINTH ORDER OF BUSINESS**

#### **Consideration of Series 2020 Requisition #10**

Mr. Flint reviewed the requisition and asked the Board if they had any questions. He added that this had been reviewed by counsel and prepared by the engineer. With there being no questions, he asked the Board to ratify.

On MOTION by Mr. Baker, seconded by Ms. Steiger, with all in favor, Series 2020 Requisition #10, was ratified.

## **TENTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Attorney**

There being none, the next item followed.

#### **B. Engineer**

Mr. Althafer followed up on an item that was brought up last meeting. This pertained to the metering of the irrigation system, specifically breaking down the CDD portion from the HOA portion. He provided a plan to show where an additional meter should be located. He asked if there were any questions about the plan.

Ms. Mackie asked Mr. Althafer if that plan would allow them to proceed with the preparation of the exhibits for the boundary amendment that was approved. Mr. Althafer responded that it should allow them to move forward on everything they discussed.

#### **C. District Manager's Report**

##### **i. Balance Sheet and Income Statement**

Mr. Flint presented the unaudited financials. There was no action required.

##### **ii. Ratification of FY2021 Funding Request #11 - 14**

Mr. Flint presented ratification of Funding Request #11 - #14 that were submitted to the Developer. He stated that these had been paid but needed the Board to ratify them.

On MOTION by Mr. Baker, seconded by Ms. Steiger, with all in favor, the FY2021 Funding Request #11-14, was ratified.

## **ELEVENTH ORDER OF BUSINESS**

### **Other Business**

Mr. Flint asked for any other comments or questions? Hearing none,

## **TWELTH ORDER OF BUSINESS**

### **Supervisors Request**

There being none, the next item followed.

**THIRTEENTH ORDER OF BUSINESSES**

**Adjournment**

Mr. Flint adjourned the meeting.

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

---

Secretary/Assistant Secretary

---

Chairman/Vice Chairman

## SECTION IV

# SECTION A



## RESOLUTION 2021-06

### **THE ANNUAL APPROPRIATION RESOLUTION OF THE SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2021, submitted to the Board of Supervisors (“**Board**”) of the Sandmine Road Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (“**Fiscal Year 2021/2022**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

#### **SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Sandmine Road Community Development District for the Fiscal Year Ending September 30, 2022.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

## **SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2021/2022, the sum of \$\_\_\_\_\_ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND(S)	\$ _____
TOTAL ALL FUNDS	\$ _____

## **SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2021/2022 or within 60 days following the end of the Fiscal Year 2021/2022 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 19TH DAY OF AUGUST, 2021.**

ATTEST:

**SANDMINE ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

Its:\_\_\_\_\_

***Sandmine Road***  
***Community Development District***

***Proposed Budget***  
***FY 2022***

**GMS**

# Table of Contents

<b>1-2</b>	<b><u>General Fund</u></b>
<b>3-6</b>	<b><u>General Fund Narrative</u></b>
<b>7</b>	<b><u>Series 2020 Debt Service Fund</u></b>
<b>8</b>	<b><u>Series 2020 Amortization Schedule</u></b>

**Sandmine Road**  
**Community Development District**  
**Proposed Budget**  
**General Fund**

Description	Adopted Budget FY2021	Actuals Thru 6/30/21	Projected Next 3 Months	Projected Thru 9/30/21	Proposed Budget FY2022
-------------	-----------------------------	----------------------------	-------------------------------	------------------------------	------------------------------

**Revenues**

Assessments - Tax Roll	\$ -	\$ -	\$ -	\$ -	\$ 95,926
Assessments - Direct Bill	\$ -	\$ -	\$ -	\$ -	\$ 64,419
Developer Contributions	\$ 104,218	\$ 62,386	\$ 55,005	\$ 117,391	\$ 59,346

<b>Total Revenues</b>	<b>\$ 104,218</b>	<b>\$ 62,386</b>	<b>\$ 55,005</b>	<b>\$ 117,391</b>	<b>\$ 219,691</b>
-----------------------	-------------------	------------------	------------------	-------------------	-------------------

**Expenditures**

**General & Administrative**

Supervisor Fees	\$ 12,000	\$ -	\$ 3,000	\$ 3,000	\$ 12,000
FICA Expense	\$ 918	\$ -	\$ 230	\$ 230	\$ 918
Engineering	\$ 12,000	\$ 1,768	\$ 10,233	\$ 12,000	\$ 12,000
Attorney	\$ 25,000	\$ 9,987	\$ 6,971	\$ 16,958	\$ 25,000
Annual Audit	\$ 3,500	\$ 3,175	\$ -	\$ 3,175	\$ 5,000
Arbitrage Fees	\$ -	\$ -	\$ 500	\$ 500	\$ 1,000
Dissemination Fees	\$ -	\$ 2,625	\$ 875	\$ 3,500	\$ 7,000
Trustee Fees	\$ -	\$ -	\$ 3,550	\$ 3,550	\$ 7,000
Management Fees	\$ 35,000	\$ 26,250	\$ 8,750	\$ 35,000	\$ 36,050
Information Technology	\$ 800	\$ 540	\$ 260	\$ 800	\$ 1,000
Website Maintenance	\$ 400	\$ 360	\$ 40	\$ 400	\$ 500
Telephone	\$ 300	\$ -	\$ 100	\$ 100	\$ 300
Postage	\$ 1,000	\$ 93	\$ 131	\$ 224	\$ 1,000
Printing & Binding	\$ 1,000	\$ 202	\$ 132	\$ 334	\$ 1,000
Office Supplies	\$ 625	\$ 48	\$ 64	\$ 113	\$ 625
Insurance	\$ 5,500	\$ 5,000	\$ -	\$ 5,000	\$ 5,500
Legal Advertising	\$ 5,000	\$ 1,116	\$ 1,820	\$ 2,936	\$ 5,000
Other Current Charges	\$ 1,000	\$ 8	\$ 500	\$ 508	\$ 1,500
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175

<b>Total Administrative</b>	<b>\$ 104,218</b>	<b>\$ 51,347</b>	<b>\$ 37,154</b>	<b>\$ 88,501</b>	<b>\$ 122,568</b>
-----------------------------	-------------------	------------------	------------------	------------------	-------------------

**Sandmine Road**  
Community Development District  
**Proposed Budget**  
**General Fund**

Description	Adopted Budget FY2021	Actuals Thru 6/30/21	Projected Next 3 Months	Projected Thru 9/30/21	Proposed Budget FY2022
<b><u>Operations &amp; Maintenance</u></b>					
<b>Field Expenses</b>					
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Field Management	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Landscape Maintenance	\$ -	\$ 13,800	\$ 10,350	\$ 24,150	\$ 52,123
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Electric	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ 3,000
Fountain Maintenance	\$ -	\$ 1,600	\$ 1,700	\$ 3,300	\$ 7,000
Irrigation Repairs	\$ -	\$ 340	\$ -	\$ 340	\$ 2,500
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Contingency	\$ -	\$ 1,100	\$ -	\$ 1,100	\$ 2,500
<b>Subtotal Field Expenses</b>	<b>\$ -</b>	<b>\$ 16,840</b>	<b>\$ 12,050</b>	<b>\$ 28,890</b>	<b>\$ 97,123</b>
<b>Total Expenditures</b>	<b>\$ 104,218</b>	<b>\$ 68,187</b>	<b>\$ 49,204</b>	<b>\$ 117,391</b>	<b>\$ 219,691</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ -</b>	<b>\$ (5,801)</b>	<b>\$ 5,801</b>	<b>\$ -</b>	<b>\$ -</b>

Product	Assessable Units	Net Assessment	Net Per Unit	Gross Per Unit
<b>Tax Roll</b>				
Townhouse - 25'	122	\$ 34,151	\$ 279.93	\$ 301.00
Single Family - 40'	92	\$ 27,465	\$ 298.53	\$ 321.00
Single Family - 50'	92	\$ 34,310	\$ 372.93	\$ 401.00
<b>Total Tax Roll</b>	<b>306</b>	<b>\$ 95,926</b>		
<b>Direct Bill</b>				
Unplatted	339	\$ 64,419	\$ 190.03	\$ 204.33
<b>Total Direct Bill</b>	<b>339</b>	<b>\$ 64,419</b>		

# Sandmine Road Community Development District General Fund Budget

## **REVENUES:**

### **Assessments**

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

### **Developer Contributions**

The District will enter into a funding agreement with the developer to fund the general fund expenditures for the fiscal year.

---

## **EXPENDITURES:**

### **Administrative:**

#### **Supervisor Fees**

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

#### **FICA Expense**

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

#### **Engineering**

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices, etc.

#### **Attorney**

The District's legal counsel will be providing general legal services to the District, e.g. attendance and preparation for monthly meetings, preparation and review of agreements, resolutions, etc.

#### **Annual Audit**

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

#### **Arbitrage Fees**

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on the Special Assessment Bond.

#### **Dissemination Fees**

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional report requirements for unrated bond issues.



# **Sandmine Road**

## **Community Development District**

### **General Fund Budget**

#### *Trustee Fees*

The District will pay annual fees for Series 2020 Special Assessment Revenue Bonds that are deposited with a Trustee at US Bank, N.A.

#### *Management Fees*

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services.

#### *Information Technology*

Represents costs related to the District's accounting and information systems, District's website creation and maintenance, electronic compliance with Florida Statutes and other electronic data requirements.

#### *Website Maintenance*

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

#### *Telephone*

Telephone and fax machine.

#### *Postage*

Mailing of agenda packages, overnight deliveries, correspondence, etc.

#### *Printing & Binding*

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

#### *Office Supplies*

Miscellaneous office supplies.

#### *Insurance*

The District's general liability, public officials liability and property insurance coverages.

#### *Legal Advertising*

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

#### *Other Current Charges*

Bank charges and any other miscellaneous expenses incurred during the year.

# **Sandmine Road**

## **Community Development District**

### **General Fund Budget**

#### **Dues, Licenses & Subscriptions**

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

#### **Operations & Maintenance:**

##### **Field Expenses:**

##### **Property Insurance**

The District's property insurance coverages.

##### **Field Management**

Represents the estimated costs of contracting services that provide onsite field management of contracts for the District such as landscape and lake maintenance. Services can include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

##### **Landscape Maintenance**

Represents the estimated maintenance of the landscaping within the common areas of the District after the installation of landscape material has been completed.

##### **Landscape Replacement**

Represents the estimated cost of replacing landscaping within the common areas of the District.

##### **Electric**

Represents current and estimated electric charges of common areas throughout the District.

##### **Water & Sewer**

Represents current and estimated costs for water and refuse services provided for common areas throughout the District.

##### **Fountain Maintenance**

Represents the estimated costs of maintaining the fountains for the District.

##### **Irrigation Repairs**

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

##### **General Repairs & Maintenance**

Represents estimated costs for general repairs and maintenance of the District's common areas.

**Sandmine Road  
Community Development District  
General Fund Budget**

**Contingency**

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

**Sandmine Road**  
**Community Development District**  
**Proposed Budget**  
**Debt Service Fund Series 2020**

Description	Adopted Budget FY2021	Actuals Thru 6/30/21	Projected Next 3 Months	Projected Thru 9/30/21	Proposed Budget FY2022
-------------	-----------------------------	----------------------------	-------------------------------	------------------------------	------------------------------

**Revenues**

Assessments	\$ 363,719	\$ 363,719	\$ -	\$ 363,719	\$ 363,719
Interest	\$ -	\$ 14	\$ 5	\$ 19	\$ -
Carry Forward Surplus <sup>(1)</sup>	\$ 39,271	\$ 39,271	\$ -	\$ 39,271	\$ 117,848
<b>Total Revenues</b>	<b>\$ 402,990</b>	<b>\$ 403,004</b>	<b>\$ 5</b>	<b>\$ 403,008</b>	<b>\$ 481,567</b>

**Expenditures**

**General & Administrative:**

Interest - 11/1	\$ 39,271	\$ 39,271	\$ -	\$ 39,271	\$ 114,175
Principal - 5/1	\$ 130,000	\$ 130,000	\$ -	\$ 130,000	\$ 135,000
Interest - 5/1	\$ 115,881	\$ 115,881	\$ -	\$ 115,881	\$ 114,175
<b>Total Expenditures</b>	<b>\$ 285,152</b>	<b>\$ 285,152</b>	<b>\$ -</b>	<b>\$ 285,152</b>	<b>\$ 363,350</b>

**Other Sources/(Uses)**

Transfer In/Out	\$ -	\$ (8)	\$ -	\$ (8)	\$ -
<b>Total Other Sources/(Uses)</b>	<b>\$ -</b>	<b>\$ (8)</b>	<b>\$ -</b>	<b>\$ (8)</b>	<b>\$ -</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ 117,838</b>	<b>\$ 117,843</b>	<b>\$ 5</b>	<b>\$ 117,848</b>	<b>\$ 118,217</b>

Interest - 11/1/2022 \$ 112,403.13

<sup>(1)</sup> Carryforward Surplus is net of Debt Service Reserve Funds

Product	Assessable Units	Net Assessment	Net Per Unit	Gross Per Unit
<b>Tax Roll</b>				
Townhouse - 25'	122	\$ 88,989	\$ 729.42	\$ 784.32
Single Family - 40'	92	\$ 122,052	\$ 1,326.65	\$ 1,426.51
Single Family - 50'	92	\$ 152,678	\$ 1,659.54	\$ 1,784.45
<b>Total Tax Roll</b>	<b>306</b>	<b>\$ 363,719</b>		

**Sandmine Road**  
**Community Development District**  
**Series 2020 Special Assessment Bonds**

**AMORTIZATION SCHEDULE**

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
11/01/20	\$ 6,590,000.00	\$ -	\$ 39,270.87	\$ 39,270.87
05/01/21	\$ 6,590,000.00	\$ 130,000.00	\$ 115,881.25	\$ -
11/01/21	\$ <b>6,460,000.00</b>	\$ -	\$ <b>114,175.00</b>	\$ <b>360,056.25</b>
05/01/22	\$ 6,460,000.00	\$ 135,000.00	\$ 114,175.00	\$ -
11/01/22	\$ 6,325,000.00	\$ -	\$ 112,403.13	\$ 361,578.13
05/01/23	\$ 6,325,000.00	\$ 140,000.00	\$ 112,403.13	\$ -
11/01/23	\$ 6,185,000.00	\$ -	\$ 110,565.63	\$ 362,968.75
05/01/24	\$ 6,185,000.00	\$ 140,000.00	\$ 110,565.63	\$ -
11/01/24	\$ 6,045,000.00	\$ -	\$ 108,728.13	\$ 359,293.75
05/01/25	\$ 6,045,000.00	\$ 145,000.00	\$ 108,728.13	\$ -
11/01/25	\$ 5,900,000.00	\$ -	\$ 106,825.00	\$ 360,553.13
05/01/26	\$ 5,900,000.00	\$ 150,000.00	\$ 106,825.00	\$ -
11/01/26	\$ 5,750,000.00	\$ -	\$ 104,481.25	\$ 361,306.25
05/01/27	\$ 5,750,000.00	\$ 155,000.00	\$ 104,481.25	\$ -
11/01/27	\$ 5,595,000.00	\$ -	\$ 102,059.38	\$ 361,540.63
05/01/28	\$ 5,595,000.00	\$ 160,000.00	\$ 102,059.38	\$ -
11/01/28	\$ 5,435,000.00	\$ -	\$ 99,559.38	\$ 361,618.75
05/01/29	\$ 5,435,000.00	\$ 165,000.00	\$ 99,559.38	\$ -
11/01/29	\$ 5,270,000.00	\$ -	\$ 96,981.25	\$ 361,540.63
05/01/30	\$ 5,270,000.00	\$ 170,000.00	\$ 96,981.25	\$ -
11/01/30	\$ 5,100,000.00	\$ -	\$ 94,325.00	\$ 361,306.25
05/01/31	\$ 5,100,000.00	\$ 175,000.00	\$ 94,325.00	\$ -
11/01/31	\$ 4,925,000.00	\$ -	\$ 91,153.13	\$ 360,478.13
05/01/32	\$ 4,925,000.00	\$ 180,000.00	\$ 91,153.13	\$ -
11/01/32	\$ 4,745,000.00	\$ -	\$ 87,890.63	\$ 359,043.75
05/01/33	\$ 4,745,000.00	\$ 190,000.00	\$ 87,890.63	\$ -
11/01/33	\$ 4,555,000.00	\$ -	\$ 84,446.88	\$ 362,337.50
05/01/34	\$ 4,555,000.00	\$ 195,000.00	\$ 84,446.88	\$ -
11/01/34	\$ 4,360,000.00	\$ -	\$ 80,912.50	\$ 360,359.38
05/01/35	\$ 4,360,000.00	\$ 205,000.00	\$ 80,912.50	\$ -
11/01/35	\$ 4,155,000.00	\$ -	\$ 77,196.88	\$ 363,109.38
05/01/36	\$ 4,155,000.00	\$ 210,000.00	\$ 77,196.88	\$ -
11/01/36	\$ 3,945,000.00	\$ -	\$ 73,390.63	\$ 360,587.50
05/01/37	\$ 3,945,000.00	\$ 220,000.00	\$ 73,390.63	\$ -
11/01/37	\$ 3,725,000.00	\$ -	\$ 69,403.13	\$ 362,793.75
05/01/38	\$ 3,725,000.00	\$ 225,000.00	\$ 69,403.13	\$ -
11/01/38	\$ 3,500,000.00	\$ -	\$ 65,325.00	\$ 359,728.13
05/01/39	\$ 3,500,000.00	\$ 235,000.00	\$ 65,325.00	\$ -
11/01/39	\$ 3,265,000.00	\$ -	\$ 61,065.63	\$ 361,390.63
05/01/40	\$ 3,265,000.00	\$ 245,000.00	\$ 61,065.63	\$ -
11/01/40	\$ 3,020,000.00	\$ -	\$ 56,625.00	\$ 362,690.63
05/01/41	\$ 3,020,000.00	\$ 255,000.00	\$ 56,625.00	\$ -
11/01/41	\$ 2,765,000.00	\$ -	\$ 51,843.75	\$ 363,468.75
05/01/42	\$ 2,765,000.00	\$ 265,000.00	\$ 51,843.75	\$ -
11/01/42	\$ 2,500,000.00	\$ -	\$ 46,875.00	\$ 363,718.75
05/01/43	\$ 2,500,000.00	\$ 275,000.00	\$ 46,875.00	\$ -
11/01/43	\$ 2,225,000.00	\$ -	\$ 41,718.75	\$ 363,593.75
05/01/44	\$ 2,225,000.00	\$ 285,000.00	\$ 41,718.75	\$ -
11/01/44	\$ 1,940,000.00	\$ -	\$ 36,375.00	\$ 363,093.75
05/01/45	\$ 1,940,000.00	\$ 295,000.00	\$ 36,375.00	\$ -
11/01/45	\$ 1,645,000.00	\$ -	\$ 30,843.75	\$ 362,218.75
05/01/46	\$ 1,645,000.00	\$ 305,000.00	\$ 30,843.75	\$ -
11/01/46	\$ 1,340,000.00	\$ -	\$ 25,125.00	\$ 360,968.75
05/01/47	\$ 1,340,000.00	\$ 315,000.00	\$ 25,125.00	\$ -
11/01/47	\$ 1,025,000.00	\$ -	\$ 19,218.75	\$ 359,343.75
05/01/48	\$ 1,025,000.00	\$ 330,000.00	\$ 19,218.75	\$ -
11/01/48	\$ 695,000.00	\$ -	\$ 13,031.25	\$ 362,250.00
05/01/49	\$ 695,000.00	\$ 340,000.00	\$ 13,031.25	\$ -
11/01/49	\$ 355,000.00	\$ -	\$ 6,656.25	\$ 359,687.50
05/01/50	\$ 355,000.00	\$ 355,000.00	\$ 6,656.25	\$ 361,656.25
		\$ <b>6,590,000.00</b>	\$ <b>4,293,552.24</b>	\$ <b>10,883,552.24</b>

## SECTION B

## RESOLUTION 2021-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2021/2022; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Sandmine Road Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, the District is located in Polk County, Florida (“**County**”); and

**WHEREAS**, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (“**Fiscal Year 2021/2022**”), attached hereto as **Exhibit “A,”** and

**WHEREAS**, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

**WHEREAS**, the provision of such services, facilities, and operations is a benefit to lands within the District; and

**WHEREAS**, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

**WHEREAS**, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

**WHEREAS**, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2021/2022; and

**WHEREAS**, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("**Uniform Method**"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

**WHEREAS**, it is in the best interests of the District to adopt the assessment roll ("**Assessment Roll**") attached to this Resolution as **Exhibit "B,"** and to certify the portion of the Assessment Roll related to certain developed property ("**Tax Roll Property**") to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property ("**Direct Collect Property**"), all as set forth in **Exhibit "B;"** and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

**SECTION 1. BENEFIT & ALLOCATION FINDINGS.** The provision of the services, facilities, and operations as described in **Exhibit "A"** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits "A" and "B,"** and is hereby found to be fair and reasonable.

**SECTION 2. ASSESSMENT IMPOSITION.** Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits "A" and "B."** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

**SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.**

**A. Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits "A" and "B."**

**B. Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect



Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B.”** Assessments directly collected by the District are due in full on December 1, 2021; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2021, 25% due no later than February 1, 2022 and 25% due no later than May 1, 2022. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2021/2022, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

- C. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**SECTION 4. ASSESSMENT ROLL.** The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

**SECTION 5. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

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

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED** this 19th day of August, 2021.

ATTEST:

**SANDMINE ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

Its: \_\_\_\_\_

**Exhibit A:** Budget

**Exhibit B:** Assessment Roll (Uniform Method)  
Assessment Roll (Direct Collect)

## SECTION V

# SECTION A

*This item will be provided under  
separate cover*

## SECTION B

*This item will be provided under  
separate cover*

# SECTION C



## RESOLUTION 2021-08

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.**

**WHEREAS**, the Board of Supervisors (the “Board”) of the Sandmine Road Community Development District (the “District”) hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements (the “Phase 2 Improvements”) described in the District’s *Amended and Restated Master Engineer’s Report*, dated \_\_\_\_\_, 2021, attached hereto as **Exhibit A** and incorporated herein by reference; and

**WHEREAS**, it is in the best interest of the District to pay the cost of the Phase 2 Improvements by special assessments pursuant to Chapter 190, *Florida Statutes* (the “Phase 2 Assessments”); and

**WHEREAS**, the District is empowered by Chapter 190, Community Development Districts, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, Tax Collections, Sales and Liens, *Florida Statutes*, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Phase 2 Improvements and to impose, levy and collect the Phase 2 Assessments; and

**WHEREAS**, the District hereby determines that benefits will accrue to the property improved, the amount of those benefits, and that special assessments will be made in proportion to the benefits received as set forth in the *Master Assessment Methodology for Assessment Area Two*, dated \_\_\_\_\_, 2021, attached hereto as **Exhibit B** and incorporated herein by reference and on file at the office of the District Manager, c/o George Flint, Governmental Management Services- Central Florida, LLC, Governmental Management Services- Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the “District Records Office”); and

**WHEREAS**, the District hereby determines that the Phase 2 Assessments to be levied will not exceed the benefit to the property improved.

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

**SECTION 1.** Recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2.** Phase 2 Assessments shall be levied to defray a portion of the cost of the Phase 2 Improvements.

**SECTION 3.** The nature and general location of, and plans and specifications for, the Phase 2 Improvements are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.

**SECTION 4.** The total estimated cost of the Phase 2 Improvements is \$\_\_\_\_\_ (the "Estimated Cost").

**SECTION 5.** The Phase 2 Assessments will defray approximately \$\_\_\_\_\_, which includes the Estimated Cost, plus financing-related costs, capitalized interest, a debt service reserve, and contingency.

**SECTION 6.** The manner in which the Phase 2 Assessments shall be apportioned and paid is set forth in **Exhibit B**, including provisions for supplemental assessment resolutions.

**SECTION 7.** The Phase 2 Assessments shall be levied, within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon the Phase 2 Improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.

**SECTION 8.** There is on file, at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Phase 2 Improvements and the estimated cost of the Phase 2 Improvements, all of which shall be open to inspection by the public.

**SECTION 9.** Commencing with the year in which the Phase 2 Assessments are levied and confirmed, the Phase 2 Assessments shall be paid in not more than thirty (30) annual installments. The Phase 2 Assessments may be payable at the same time and in the same manner as are ad valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non-ad valorem assessment method of collecting the Phase 2 Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Phase 2 Assessments may be collected as is otherwise permitted by law.

**SECTION 10.** The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land

and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.

**SECTION 11.** The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the assessments or the making of the Phase 2 Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved.

**SECTION 12.** The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) consecutive weeks) in a newspaper of general circulation within Polk County, provided that the first publication shall be at least twenty (20) days before and the last publication shall be at least one (1) week prior to the date of the hearing, and to provide such other notice as may be required by law or desired in the best interests of the District.

**SECTION 13.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of August, 2021.

ATTEST:

**SANDMINE ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A:** *Amended and Restated Master Engineer's Report*, dated \_\_\_\_\_, 2021

**Exhibit B:** *Master Assessment Methodology for Assessment Area Two*, dated \_\_\_\_\_, 2021

**Exhibit A:**  
*Amended and Restated Master Engineer's Report*, dated \_\_\_\_\_, 2021

**Exhibit B:**

*Master Assessment Methodology for Assessment Area Two*, dated \_\_\_\_\_, 2021

# SECTION D

**RESOLUTION 2021-09**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON \_\_\_\_\_, 2021, AT 2:00 P.M., AT 1115 ALOHA BLVD., DAVENPORT, FLORIDA 33897, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, FLORIDA STATUTES.**

WHEREAS, the Board of Supervisors of the Sandmine Road Community Development District (the "Board") has previously adopted Resolution 2021-08 entitled:

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.**

WHEREAS, in accordance with Resolution 2021-08, a Preliminary Special Assessment Roll has been prepared and all other conditions precedent set forth in Chapters 170, 190 and 197, *Florida Statutes*, to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at the offices of the District Manager, 219 East Livingston Street, Orlando, Florida, 32801 (the "District Office").

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** There is hereby declared a public hearing to be held on \_\_\_\_\_, 2021, at 2:00 p.m., at 1115 Aloha Blvd., Davenport, Florida 33897, for the purpose of hearing comment and objections to the proposed special assessment program for District improvements as identified in the Preliminary Special Assessment Roll, a copy of which is on file. Affected parties may appear at that hearing or submit their comments in writing prior to the meeting to the District

Office, or by calling (407) 841-5524.

**SECTION 2.** Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper(s) of general circulation within Polk County (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days' written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

**SECTION 3.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of August, 2021.

ATTEST:

**SANDMINE ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary/Assistant Secretary

---

Chairperson, Board of Supervisors



## SECTION VI



399 Central Florida Parkway  
Orlando, FL 32824  
(407)406-8989  
office@exclusivelandscapingnow.com  
www.exclusivelandscapingnow.com

## Proposal

### ADDRESS

Windsor Island Resort  
Windsor Island Resort  
c/o Castle Group  
12270 SW 3rd Street Suite 200  
Plantation, FL 33325 33325

### SHIP TO

Windsor Island Resort  
Windsor Island Resort  
c/o Castle Group  
12270 SW 3rd Street Suite 200  
Plantation, FL 33325 33325

PROPOSAL #	DATE
4008	07/29/2021

ACTIVITY	ACTIVITY	QTY	RATE	AMOUNT
Irrigation Install	Corner Aloha Blvd / Lava Tree Dr.			
Irrigation Install	200 2" NSF61 Water Motor	1	630.00	630.00
Irrigation Install	2" fittings	8	3.00	24.00
Irrigation Install	12" x 17" square Valve Box	1	130.00	130.00
Labor	Labor	6	45.00	270.00

Before any work is started, Exclusive requires a 50% down payment on the proposed amount total.

**TOTAL**

**\$1,054.00**

Accepted By

Accepted Date

Thank you for your business!

## SECTION VII

This instrument was prepared by and  
upon recording should be returned to:

Tucker F. Mackie, Esq.  
119 S. Monroe St., Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314

[space above for recording purposes]

**NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT**

**THIS NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT** (“Agreement”) is executed as of \_\_\_\_\_, 2021, by and between the **SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter, the “District”) and **PULTE HOME COMPANY, LLC**, whose mailing address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (hereinafter “Owners,” or individually, “Owner”).

**WITNESSETH**

**WHEREAS**, Owners currently own a single-family residence on the following real property described as Lot 220, Windsor Island Resort, according to the plat (“Plat”) recorded in the Official Records of Polk County, Florida, at Plat Book 178, Page 15-20 (“Property”); and

**WHEREAS**, the Property is encumbered by a centerline 13-foot retaining wall easement (“Wall Easement”) as depicted on the Plat, and such Wall Easement dedicated to the District through the Plat; and

**WHEREAS**, the District has been granted, together with the Windsor Island Resort Homeowners Association, Inc. (“Association”), a perpetual non-exclusive easement for ingress, egress, and access over and across the Wall Easement to construct, maintain, or repair the retaining wall, as further stated in the Plat and *Community Declaration of Windsor Island Resort*, recorded in the Official Records of Polk County, Florida, as supplemented from time to time, at Book 11040, Page 1813 (“Covenants”); and

**WHEREAS**, Owners have constructed a swimming pool and associated pool decking (“Improvements”), which Improvements encroach into a portion of the Wall Easement and the Owners have requested that the District consent to such encroachment by the Improvements; and

**WHEREAS**, the District has agreed to consent to the ownership, operation, and maintenance of the Improvements within the Wall Easement, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE,** for and in consideration of the mutual covenants and agreements provided herein, and for other valuable and good consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the District and Owners agree as follows:

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

**2. PERMISSION.** The District grants to Owners, and Owners' heirs, successors, assigns and permittees, the right, privilege and permission to own, operate and maintain Improvements subject to the terms of this Agreement.

**3. OWNERS' RESPONSIBILITIES.** Owners shall have the following responsibilities as a condition of the District's consent to Owners' ownership, operation and maintenance of the Improvements in the Wall Easement. Specifically, Owners shall:

- (a) be fully responsible for the operation and maintenance of the Improvements;
- (b) obtain any and all applicable permits and approvals relating to Improvements including, but not limited to, any approvals by the Association pursuant to the Covenants, as well as any other necessary legal interests and approvals. The District does not represent that the District has authority to provide all necessary approvals for the Improvements;
- (c) ensure that the operation and maintenance of the Improvements are conducted in compliance with all applicable laws, including but not limited to, building codes, set-back requirements and other applicable laws, rules, ordinances and codes;
- (d) ensure that the operation and maintenance of the Improvements does not damage any property of the District, or any third-party's property, and, in the event of any such damage, Owners shall immediately repair the damage or compensate the District for such repairs, at the District's option;
- (e) ensure that Owners' exercise of privilege granted hereunder does not interfere with the District's rights under the Covenants;
- (f) ensure that the District has free access to and from the retaining wall, including allowing access through the Improvements, for the District to operate, maintain and repair the same, as needed;
- (g) Operate, maintain and repair the Improvements, in good and working condition; and
- (h) keep the Wall Easement free from any materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of the Owners' exercise of rights under this Agreement, and Owners shall immediately discharge any such claim or lien.

**4. REMOVAL AND/OR REPLACEMENT OF IMPROVEMENTS.** The privilege and permission granted herein is given to Owners as an accommodation and is revocable at any time.

Owners acknowledge the legal interest of the District in the Wall Easement described above and agrees never to deny such interest or to interfere in any way with the District's use of the same. Owners shall exercise the privilege granted herein at Owners' own risk, and agrees that Owners shall never claim any damages against the District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. Owners further acknowledge that, with adequate written notice, the District may remove all, or any portion or portions, of the Improvements, at Owners' expense, in order to repair or maintain its retaining wall, including, but not limited to, the wall and any , and that the District is not obligated to re-install the Improvements to its original location and is not responsible for any loss or damage to the Improvements, or its supporting structure as a result of such removal.

**5. INDEMNIFICATION.** Owners hereby agree to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Owners to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Owners as jointly liable parties; however, Owners shall indemnify the District for any and all percentage of fault attributable to Owners for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Owners further agree that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

**6. COVENANTS RUN WITH THE LAND.** This Agreement and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but not limited to, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owners" is used herein, it shall be deemed to mean the current owners of the Property and its successors and assigns. Upon the sale of the Property, the Owners shall advise the subsequent owners of the terms and conditions of this Agreement.

**7. AMENDMENTS.** Except as may be otherwise set forth herein, this Easement Agreement may not be amended or modified in whole or in part except by an instrument in writing executed by the affected parties, and recorded in the Official Records of Polk County, Florida.

**8. SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any

third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**9. ENFORCEMENT.** In the event of any litigation pertaining to this Agreement, the permission herein granted, the rights, duties, obligations or liabilities of the parties hereto, and the enforcement of any rights hereunder or the interpretation of any provision hereof, the substantially prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees, paralegal fees, court costs, and associated expenses from the other party, whether incurred before, during, or after trial, appellate proceedings, settlement, mediation, or negotiations.

**10. APPLICABLE LAW; VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida.

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

*[Signatures on the following pages]*

IN WITNESS WHEREOF, THIS AGREEMENT has been executed by the parties on the date and year first written above:

Signed, sealed and delivered  
in the presence of:

**SANDMINE ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

Witness:

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

\_\_\_\_\_  
Eric Baker, Chairman

Witness:

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by Eric Baker, as Chairman of the Sandmine Community Development District, who ☐ is personally known to me or has produced \_\_\_\_\_ as identification.

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

[SIGNATURES CONTINUE ON NEXT PAGE]



Signed, sealed and delivered  
in the presence of:

Witness:

**PULTE HOME COMPANY, LLC**

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

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

Its: \_\_\_\_\_

Witness:

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as  
\_\_\_\_\_ of the Pulte Home Company, LLC, who ☐ is personally known to me or  
has produced \_\_\_\_\_ as identification.

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

This instrument was prepared by and  
upon recording should be returned to:

Tucker F. Mackie, Esq.  
119 S. Monroe St., Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314

[space above for recording purposes]

**NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT**

**THIS NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT** (“Agreement”) is executed as of \_\_\_\_\_, 2021, by and between the **SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter, the “District”) and **PULTE HOME COMPANY, LLC**, whose mailing address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (hereinafter “Owners,” or individually, “Owner”).

**WITNESSETH**

**WHEREAS**, Owners currently own a single-family residence on the following real property described as Lot 221, Windsor Island Resort, according to the plat (“Plat”) recorded in the Official Records of Polk County, Florida, at Plat Book 178, Page 15-20 (“Property”); and

**WHEREAS**, the Property is encumbered by a centerline 13-foot retaining wall easement (“Wall Easement”) as depicted on the Plat, and such Wall Easement dedicated to the District through the Plat; and

**WHEREAS**, the District has been granted, together with the Windsor Island Resort Homeowners Association, Inc. (“Association”), a perpetual non-exclusive easement for ingress, egress, and access over and across the Wall Easement to construct, maintain, or repair the retaining wall, as further stated in the Plat and *Community Declaration of Windsor Island Resort*, recorded in the Official Records of Polk County, Florida, as supplemented from time to time, at Book 11040, Page 1813 (“Covenants”); and

**WHEREAS**, Owners have constructed a swimming pool and associated pool decking (“Improvements”), which Improvements encroach into a portion of the Wall Easement and the Owners have requested that the District consent to such encroachment by the Improvements; and

**WHEREAS**, the District has agreed to consent to the ownership, operation, and maintenance of the Improvements within the Wall Easement, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE,** for and in consideration of the mutual covenants and agreements provided herein, and for other valuable and good consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the District and Owners agree as follows:

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

**2. PERMISSION.** The District grants to Owners, and Owners' heirs, successors, assigns and permittees, the right, privilege and permission to own, operate and maintain Improvements subject to the terms of this Agreement.

**3. OWNERS' RESPONSIBILITIES.** Owners shall have the following responsibilities as a condition of the District's consent to Owners' ownership, operation and maintenance of the Improvements in the Wall Easement. Specifically, Owners shall:

- (a) be fully responsible for the operation and maintenance of the Improvements;
- (b) obtain any and all applicable permits and approvals relating to Improvements including, but not limited to, any approvals by the Association pursuant to the Covenants, as well as any other necessary legal interests and approvals. The District does not represent that the District has authority to provide all necessary approvals for the Improvements;
- (c) ensure that the operation and maintenance of the Improvements are conducted in compliance with all applicable laws, including but not limited to, building codes, set-back requirements and other applicable laws, rules, ordinances and codes;
- (d) ensure that the operation and maintenance of the Improvements does not damage any property of the District, or any third-party's property, and, in the event of any such damage, Owners shall immediately repair the damage or compensate the District for such repairs, at the District's option;
- (e) ensure that Owners' exercise of privilege granted hereunder does not interfere with the District's rights under the Covenants;
- (f) ensure that the District has free access to and from the retaining wall, including allowing access through the Improvements, for the District to operate, maintain and repair the same, as needed;
- (g) Operate, maintain and repair the Improvements, in good and working condition; and
- (h) keep the Wall Easement free from any materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of the Owners' exercise of rights under this Agreement, and Owners shall immediately discharge any such claim or lien.

**4. REMOVAL AND/OR REPLACEMENT OF IMPROVEMENTS.** The privilege and permission granted herein is given to Owners as an accommodation and is revocable at any time.

Owners acknowledge the legal interest of the District in the Wall Easement described above and agrees never to deny such interest or to interfere in any way with the District's use of the same. Owners shall exercise the privilege granted herein at Owners' own risk, and agrees that Owners shall never claim any damages against the District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. Owners further acknowledge that, with adequate written notice, the District may remove all, or any portion or portions, of the Improvements, at Owners' expense, in order to repair or maintain its retaining wall, including, but not limited to, the wall and any , and that the District is not obligated to re-install the Improvements to its original location and is not responsible for any loss or damage to the Improvements, or its supporting structure as a result of such removal.

**5. INDEMNIFICATION.** Owners hereby agree to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Owners to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Owners as jointly liable parties; however, Owners shall indemnify the District for any and all percentage of fault attributable to Owners for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Owners further agree that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

**6. COVENANTS RUN WITH THE LAND.** This Agreement and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but not limited to, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owners" is used herein, it shall be deemed to mean the current owners of the Property and its successors and assigns. Upon the sale of the Property, the Owners shall advise the subsequent owners of the terms and conditions of this Agreement.

**7. AMENDMENTS.** Except as may be otherwise set forth herein, this Easement Agreement may not be amended or modified in whole or in part except by an instrument in writing executed by the affected parties, and recorded in the Official Records of Polk County, Florida.

**8. SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any

third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**9. ENFORCEMENT.** In the event of any litigation pertaining to this Agreement, the permission herein granted, the rights, duties, obligations or liabilities of the parties hereto, and the enforcement of any rights hereunder or the interpretation of any provision hereof, the substantially prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees, paralegal fees, court costs, and associated expenses from the other party, whether incurred before, during, or after trial, appellate proceedings, settlement, mediation, or negotiations.

**10. APPLICABLE LAW; VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida.

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

*[Signatures on the following pages]*

IN WITNESS WHEREOF, THIS AGREEMENT has been executed by the parties on the date and year first written above:

Signed, sealed and delivered  
in the presence of:

**SANDMINE ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

Witness:

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

\_\_\_\_\_  
Eric Baker, Chairman

Witness:

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by Eric Baker, as Chairman of the Sandmine Community Development District, who ☐ is personally known to me or has produced \_\_\_\_\_ as identification.

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

[SIGNATURES CONTINUE ON NEXT PAGE]

Signed, sealed and delivered  
in the presence of:

Witness:

**PULTE HOME COMPANY, LLC**

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

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

Its: \_\_\_\_\_

Witness:

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as  
\_\_\_\_\_ of the Pulte Home Company, LLC, who ☐ is personally known to me or  
has produced \_\_\_\_\_ as identification.

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

This instrument was prepared by and  
upon recording should be returned to:

Tucker F. Mackie, Esq.  
119 S. Monroe St., Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314

[space above for recording purposes]

**NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT**

**THIS NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT** (“Agreement”) is executed as of \_\_\_\_\_, 2021, by and between the **SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter, the “District”) and **PULTE HOME COMPANY, LLC**, whose mailing address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (hereinafter “Owners,” or individually, “Owner”).

**WITNESSETH**

**WHEREAS**, Owners currently own a single-family residence on the following real property described as Lot 222, Windsor Island Resort, according to the plat (“Plat”) recorded in the Official Records of Polk County, Florida, at Plat Book 178, Page 15-20 (“Property”); and

**WHEREAS**, the Property is encumbered by a centerline 13-foot retaining wall easement (“Wall Easement”) as depicted on the Plat, and such Wall Easement dedicated to the District through the Plat; and

**WHEREAS**, the District has been granted, together with the Windsor Island Resort Homeowners Association, Inc. (“Association”), a perpetual non-exclusive easement for ingress, egress, and access over and across the Wall Easement to construct, maintain, or repair the retaining wall, as further stated in the Plat and *Community Declaration of Windsor Island Resort*, recorded in the Official Records of Polk County, Florida, as supplemented from time to time, at Book 11040, Page 1813 (“Covenants”); and

**WHEREAS**, Owners have constructed a swimming pool and associated pool decking (“Improvements”), which Improvements encroach into a portion of the Wall Easement and the Owners have requested that the District consent to such encroachment by the Improvements; and

**WHEREAS**, the District has agreed to consent to the ownership, operation, and maintenance of the Improvements within the Wall Easement, subject to the terms and conditions set forth in this Agreement.



**NOW, THEREFORE,** for and in consideration of the mutual covenants and agreements provided herein, and for other valuable and good consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the District and Owners agree as follows:

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

**2. PERMISSION.** The District grants to Owners, and Owners' heirs, successors, assigns and permittees, the right, privilege and permission to own, operate and maintain Improvements subject to the terms of this Agreement.

**3. OWNERS' RESPONSIBILITIES.** Owners shall have the following responsibilities as a condition of the District's consent to Owners' ownership, operation and maintenance of the Improvements in the Wall Easement. Specifically, Owners shall:

- (a) be fully responsible for the operation and maintenance of the Improvements;
- (b) obtain any and all applicable permits and approvals relating to Improvements including, but not limited to, any approvals by the Association pursuant to the Covenants, as well as any other necessary legal interests and approvals. The District does not represent that the District has authority to provide all necessary approvals for the Improvements;
- (c) ensure that the operation and maintenance of the Improvements are conducted in compliance with all applicable laws, including but not limited to, building codes, set-back requirements and other applicable laws, rules, ordinances and codes;
- (d) ensure that the operation and maintenance of the Improvements does not damage any property of the District, or any third-party's property, and, in the event of any such damage, Owners shall immediately repair the damage or compensate the District for such repairs, at the District's option;
- (e) ensure that Owners' exercise of privilege granted hereunder does not interfere with the District's rights under the Covenants;
- (f) ensure that the District has free access to and from the retaining wall, including allowing access through the Improvements, for the District to operate, maintain and repair the same, as needed;
- (g) Operate, maintain and repair the Improvements, in good and working condition; and
- (h) keep the Wall Easement free from any materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of the Owners' exercise of rights under this Agreement, and Owners shall immediately discharge any such claim or lien.

**4. REMOVAL AND/OR REPLACEMENT OF IMPROVEMENTS.** The privilege and permission granted herein is given to Owners as an accommodation and is revocable at any time.

Owners acknowledge the legal interest of the District in the Wall Easement described above and agrees never to deny such interest or to interfere in any way with the District's use of the same. Owners shall exercise the privilege granted herein at Owners' own risk, and agrees that Owners shall never claim any damages against the District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. Owners further acknowledge that, with adequate written notice, the District may remove all, or any portion or portions, of the Improvements, at Owners' expense, in order to repair or maintain its retaining wall, including, but not limited to, the wall and any , and that the District is not obligated to re-install the Improvements to its original location and is not responsible for any loss or damage to the Improvements, or its supporting structure as a result of such removal.

**5. INDEMNIFICATION.** Owners hereby agree to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Owners to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Owners as jointly liable parties; however, Owners shall indemnify the District for any and all percentage of fault attributable to Owners for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Owners further agree that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

**6. COVENANTS RUN WITH THE LAND.** This Agreement and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but not limited to, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owners" is used herein, it shall be deemed to mean the current owners of the Property and its successors and assigns. Upon the sale of the Property, the Owners shall advise the subsequent owners of the terms and conditions of this Agreement.

**7. AMENDMENTS.** Except as may be otherwise set forth herein, this Easement Agreement may not be amended or modified in whole or in part except by an instrument in writing executed by the affected parties, and recorded in the Official Records of Polk County, Florida.

**8. SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any

third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**9. ENFORCEMENT.** In the event of any litigation pertaining to this Agreement, the permission herein granted, the rights, duties, obligations or liabilities of the parties hereto, and the enforcement of any rights hereunder or the interpretation of any provision hereof, the substantially prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees, paralegal fees, court costs, and associated expenses from the other party, whether incurred before, during, or after trial, appellate proceedings, settlement, mediation, or negotiations.

**10. APPLICABLE LAW; VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida.

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

*[Signatures on the following pages]*

IN WITNESS WHEREOF, THIS AGREEMENT has been executed by the parties on the date and year first written above:

Signed, sealed and delivered  
in the presence of:

**SANDMINE ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

Witness:

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

\_\_\_\_\_  
Eric Baker, Chairman

Witness:

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by Eric Baker, as Chairman of the Sandmine Community Development District, who ☐ is personally known to me or has produced \_\_\_\_\_ as identification.

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

[SIGNATURES CONTINUE ON NEXT PAGE]

Signed, sealed and delivered  
in the presence of:

Witness:

**PULTE HOME COMPANY, LLC**

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

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

Its: \_\_\_\_\_

Witness:

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as  
\_\_\_\_\_ of the Pulte Home Company, LLC, who ☐ is personally known to me or  
has produced \_\_\_\_\_ as identification.

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

This instrument was prepared by and  
upon recording should be returned to:

Tucker F. Mackie, Esq.  
119 S. Monroe St., Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314

[space above for recording purposes]

**NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT**

**THIS NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT** ("Agreement") is executed as of \_\_\_\_\_, 2021, by and between the **SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter, the "District") and **PULTE HOME COMPANY, LLC**, whose mailing address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (hereinafter "Owners," or individually, "Owner").

**WITNESSETH**

**WHEREAS**, Owners currently own a single-family residence on the following real property described as Lot 223, Windsor Island Resort, according to the plat ("Plat") recorded in the Official Records of Polk County, Florida, at Plat Book 178, Page 15-20 ("Property"); and

**WHEREAS**, the Property is encumbered by a centerline 13-foot retaining wall easement ("Wall Easement") as depicted on the Plat, and such Wall Easement dedicated to the District through the Plat; and

**WHEREAS**, the District has been granted, together with the Windsor Island Resort Homeowners Association, Inc. ("Association"), a perpetual non-exclusive easement for ingress, egress, and access over and across the Wall Easement to construct, maintain, or repair the retaining wall, as further stated in the Plat and *Community Declaration of Windsor Island Resort*, recorded in the Official Records of Polk County, Florida, as supplemented from time to time, at Book 11040, Page 1813 ("Covenants"); and

**WHEREAS**, Owners have constructed a swimming pool and associated pool decking ("Improvements"), which Improvements encroach into a portion of the Wall Easement and the Owners have requested that the District consent to such encroachment by the Improvements; and

**WHEREAS**, the District has agreed to consent to the ownership, operation, and maintenance of the Improvements within the Wall Easement, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE,** for and in consideration of the mutual covenants and agreements provided herein, and for other valuable and good consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the District and Owners agree as follows:

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

**2. PERMISSION.** The District grants to Owners, and Owners' heirs, successors, assigns and permittees, the right, privilege and permission to own, operate and maintain Improvements subject to the terms of this Agreement.

**3. OWNERS' RESPONSIBILITIES.** Owners shall have the following responsibilities as a condition of the District's consent to Owners' ownership, operation and maintenance of the Improvements in the Wall Easement. Specifically, Owners shall:

- (a) be fully responsible for the operation and maintenance of the Improvements;
- (b) obtain any and all applicable permits and approvals relating to Improvements including, but not limited to, any approvals by the Association pursuant to the Covenants, as well as any other necessary legal interests and approvals. The District does not represent that the District has authority to provide all necessary approvals for the Improvements;
- (c) ensure that the operation and maintenance of the Improvements are conducted in compliance with all applicable laws, including but not limited to, building codes, set-back requirements and other applicable laws, rules, ordinances and codes;
- (d) ensure that the operation and maintenance of the Improvements does not damage any property of the District, or any third-party's property, and, in the event of any such damage, Owners shall immediately repair the damage or compensate the District for such repairs, at the District's option;
- (e) ensure that Owners' exercise of privilege granted hereunder does not interfere with the District's rights under the Covenants;
- (f) ensure that the District has free access to and from the retaining wall, including allowing access through the Improvements, for the District to operate, maintain and repair the same, as needed;
- (g) Operate, maintain and repair the Improvements, in good and working condition; and
- (h) keep the Wall Easement free from any materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of the Owners' exercise of rights under this Agreement, and Owners shall immediately discharge any such claim or lien.

**4. REMOVAL AND/OR REPLACEMENT OF IMPROVEMENTS.** The privilege and permission granted herein is given to Owners as an accommodation and is revocable at any time.

Owners acknowledge the legal interest of the District in the Wall Easement described above and agrees never to deny such interest or to interfere in any way with the District's use of the same. Owners shall exercise the privilege granted herein at Owners' own risk, and agrees that Owners shall never claim any damages against the District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. Owners further acknowledge that, with adequate written notice, the District may remove all, or any portion or portions, of the Improvements, at Owners' expense, in order to repair or maintain its retaining wall, including, but not limited to, the wall and any , and that the District is not obligated to re-install the Improvements to its original location and is not responsible for any loss or damage to the Improvements, or its supporting structure as a result of such removal.

**5. INDEMNIFICATION.** Owners hereby agree to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Owners to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Owners as jointly liable parties; however, Owners shall indemnify the District for any and all percentage of fault attributable to Owners for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Owners further agree that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

**6. COVENANTS RUN WITH THE LAND.** This Agreement and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but not limited to, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owners" is used herein, it shall be deemed to mean the current owners of the Property and its successors and assigns. Upon the sale of the Property, the Owners shall advise the subsequent owners of the terms and conditions of this Agreement.

**7. AMENDMENTS.** Except as may be otherwise set forth herein, this Easement Agreement may not be amended or modified in whole or in part except by an instrument in writing executed by the affected parties, and recorded in the Official Records of Polk County, Florida.

**8. SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any



third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**9. ENFORCEMENT.** In the event of any litigation pertaining to this Agreement, the permission herein granted, the rights, duties, obligations or liabilities of the parties hereto, and the enforcement of any rights hereunder or the interpretation of any provision hereof, the substantially prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees, paralegal fees, court costs, and associated expenses from the other party, whether incurred before, during, or after trial, appellate proceedings, settlement, mediation, or negotiations.

**10. APPLICABLE LAW; VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida.

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

*[Signatures on the following pages]*

**IN WITNESS WHEREOF, THIS AGREEMENT** has been executed by the parties on the date and year first written above:

Signed, sealed and delivered  
in the presence of:

**SANDMINE ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

Witness:

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

\_\_\_\_\_  
Eric Baker, Chairman

Witness:

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by Eric Baker, as Chairman of the Sandmine Community Development District, who ☐ is personally known to me or has produced \_\_\_\_\_ as identification.

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

[SIGNATURES CONTINUE ON NEXT PAGE]

Signed, sealed and delivered  
in the presence of:

Witness:

**PULTE HOME COMPANY, LLC**

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

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

Its: \_\_\_\_\_

Witness:

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as  
\_\_\_\_\_ of the Pulte Home Company, LLC, who [☐] is personally known to me or  
has produced \_\_\_\_\_ as identification.

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

This instrument was prepared by and  
upon recording should be returned to:

Tucker F. Mackie, Esq.  
119 S. Monroe St., Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314

[space above for recording purposes]

### **NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT**

**THIS NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT** (“Agreement”) is executed as of \_\_\_\_\_, 2021, by and between the **SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter, the “District”) and **PULTE HOME COMPANY, LLC**, whose mailing address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (hereinafter “Owners,” or individually, “Owner”).

### **WITNESSETH**

**WHEREAS**, Owners currently own a single-family residence on the following real property described as Lot 224, Windsor Island Resort, according to the plat (“Plat”) recorded in the Official Records of Polk County, Florida, at Plat Book 178, Page 15-20 (“Property”); and

**WHEREAS**, the Property is encumbered by a centerline 13-foot retaining wall easement (“Wall Easement”) as depicted on the Plat, and such Wall Easement dedicated to the District through the Plat; and

**WHEREAS**, the District has been granted, together with the Windsor Island Resort Homeowners Association, Inc. (“Association”), a perpetual non-exclusive easement for ingress, egress, and access over and across the Wall Easement to construct, maintain, or repair the retaining wall, as further stated in the Plat and *Community Declaration of Windsor Island Resort*, recorded in the Official Records of Polk County, Florida, as supplemented from time to time, at Book 11040, Page 1813 (“Covenants”); and

**WHEREAS**, Owners have constructed a swimming pool and associated pool decking (“Improvements”), which Improvements encroach into a portion of the Wall Easement and the Owners have requested that the District consent to such encroachment by the Improvements; and

**WHEREAS**, the District has agreed to consent to the ownership, operation, and maintenance of the Improvements within the Wall Easement, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE,** for and in consideration of the mutual covenants and agreements provided herein, and for other valuable and good consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the District and Owners agree as follows:

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

**2. PERMISSION.** The District grants to Owners, and Owners' heirs, successors, assigns and permittees, the right, privilege and permission to own, operate and maintain Improvements subject to the terms of this Agreement.

**3. OWNERS' RESPONSIBILITIES.** Owners shall have the following responsibilities as a condition of the District's consent to Owners' ownership, operation and maintenance of the Improvements in the Wall Easement. Specifically, Owners shall:

- (a) be fully responsible for the operation and maintenance of the Improvements;
- (b) obtain any and all applicable permits and approvals relating to Improvements including, but not limited to, any approvals by the Association pursuant to the Covenants, as well as any other necessary legal interests and approvals. The District does not represent that the District has authority to provide all necessary approvals for the Improvements;
- (c) ensure that the operation and maintenance of the Improvements are conducted in compliance with all applicable laws, including but not limited to, building codes, set-back requirements and other applicable laws, rules, ordinances and codes;
- (d) ensure that the operation and maintenance of the Improvements does not damage any property of the District, or any third-party's property, and, in the event of any such damage, Owners shall immediately repair the damage or compensate the District for such repairs, at the District's option;
- (e) ensure that Owners' exercise of privilege granted hereunder does not interfere with the District's rights under the Covenants;
- (f) ensure that the District has free access to and from the retaining wall, including allowing access through the Improvements, for the District to operate, maintain and repair the same, as needed;
- (g) Operate, maintain and repair the Improvements, in good and working condition; and
- (h) keep the Wall Easement free from any materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of the Owners' exercise of rights under this Agreement, and Owners shall immediately discharge any such claim or lien.

**4. REMOVAL AND/OR REPLACEMENT OF IMPROVEMENTS.** The privilege and permission granted herein is given to Owners as an accommodation and is revocable at any time.

Owners acknowledge the legal interest of the District in the Wall Easement described above and agrees never to deny such interest or to interfere in any way with the District's use of the same. Owners shall exercise the privilege granted herein at Owners' own risk, and agrees that Owners shall never claim any damages against the District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. Owners further acknowledge that, with adequate written notice, the District may remove all, or any portion or portions, of the Improvements, at Owners' expense, in order to repair or maintain its retaining wall, including, but not limited to, the wall and any , and that the District is not obligated to re-install the Improvements to its original location and is not responsible for any loss or damage to the Improvements, or its supporting structure as a result of such removal.

**5. INDEMNIFICATION.** Owners hereby agree to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Owners to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Owners as jointly liable parties; however, Owners shall indemnify the District for any and all percentage of fault attributable to Owners for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Owners further agree that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

**6. COVENANTS RUN WITH THE LAND.** This Agreement and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but not limited to, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owners" is used herein, it shall be deemed to mean the current owners of the Property and its successors and assigns. Upon the sale of the Property, the Owners shall advise the subsequent owners of the terms and conditions of this Agreement.

**7. AMENDMENTS.** Except as may be otherwise set forth herein, this Easement Agreement may not be amended or modified in whole or in part except by an instrument in writing executed by the affected parties, and recorded in the Official Records of Polk County, Florida.

**8. SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any

third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**9. ENFORCEMENT.** In the event of any litigation pertaining to this Agreement, the permission herein granted, the rights, duties, obligations or liabilities of the parties hereto, and the enforcement of any rights hereunder or the interpretation of any provision hereof, the substantially prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees, paralegal fees, court costs, and associated expenses from the other party, whether incurred before, during, or after trial, appellate proceedings, settlement, mediation, or negotiations.

**10. APPLICABLE LAW; VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida.

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

*[Signatures on the following pages]*

IN WITNESS WHEREOF, THIS AGREEMENT has been executed by the parties on the date and year first written above:

Signed, sealed and delivered  
in the presence of:

**SANDMINE ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

Witness:

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

\_\_\_\_\_  
Eric Baker, Chairman

Witness:

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by Eric Baker, as Chairman of the Sandmine Community Development District, who ☐ is personally known to me or has produced \_\_\_\_\_ as identification.

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

[SIGNATURES CONTINUE ON NEXT PAGE]



Signed, sealed and delivered  
in the presence of:

Witness:

**PULTE HOME COMPANY, LLC**

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

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

Witness:

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as  
\_\_\_\_\_ of the Pulte Home Company, LLC, who [ ] is personally known to me or  
has produced \_\_\_\_\_ as identification.

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

## SECTION VIII

This instrument was prepared by and  
upon recording should be returned to:

INSTR # 2021205612  
BK 11838 Pgs 0520-0525 PG(s)6  
08/09/2021 10:01:08 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES 52.50

Tucker F. Mackie, Esq.  
119 S. Monroe St., Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314

[space above for recording purposes]

**NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT**

THIS NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT ("Agreement") is executed as of August 3<sup>rd</sup>, 2021, by and between the SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter, the "District") and PULTE HOME COMPANY, LLC, whose mailing address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (hereinafter "Owners," or individually, "Owner").

**WITNESSETH**

WHEREAS, Owners currently own a single-family residence on the following real property described as Lot 225, Windsor Island Resort, according to the plat ("Plat") recorded in the Official Records of Polk County, Florida, at Plat Book 178, Page 15-20 ("Property"); and

WHEREAS, the Property is encumbered by a centerline 13-foot retaining wall easement ("Wall Easement") as depicted on the Plat, and such Wall Easement dedicated to the District through the Plat; and

WHEREAS, the District has been granted, together with the Windsor Island Resort Homeowners Association, Inc. ("Association"), a perpetual non-exclusive easement for ingress, egress, and access over and across the Wall Easement to construct, maintain, or repair the retaining wall, as further stated in the Plat and *Community Declaration of Windsor Island Resort*, recorded in the Official Records of Polk County, Florida, as supplemented from time to time, at Book 11040, Page 1813 ("Covenants"); and

WHEREAS, Owners have constructed a swimming pool and associated pool decking ("Improvements"), which Improvements encroach into a portion of the Wall Easement and the Owners have requested that the District consent to such encroachment by the Improvements; and

WHEREAS, the District has agreed to consent to the ownership, operation, and maintenance of the Improvements within the Wall Easement, subject to the terms and conditions set forth in this Agreement.

This instrument was prepared by and  
upon recording should be returned to:

Tucker F. Mackie, Esq.  
119 S. Monroe St., Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314

[space above for recording purposes]

**NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT**

THIS NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT ("Agreement") is executed as of August 3<sup>rd</sup>, 2021, by and between the **SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter, the "District") and **PULTE HOME COMPANY, LLC**, whose mailing address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (hereinafter "Owners," or individually, "Owner").

**WITNESSETH**

**WHEREAS**, Owners currently own a single-family residence on the following real property described as Lot 225, Windsor Island Resort, according to the plat ("Plat") recorded in the Official Records of Polk County, Florida, at Plat Book 178, Page 15-20 ("Property"); and

**WHEREAS**, the Property is encumbered by a centerline 13-foot retaining wall easement ("Wall Easement") as depicted on the Plat, and such Wall Easement dedicated to the District through the Plat; and

**WHEREAS**, the District has been granted, together with the Windsor Island Resort Homeowners Association, Inc. ("Association"), a perpetual non-exclusive easement for ingress, egress, and access over and across the Wall Easement to construct, maintain, or repair the retaining wall, as further stated in the Plat and *Community Declaration of Windsor Island Resort*, recorded in the Official Records of Polk County, Florida, as supplemented from time to time, at Book 11040, Page 1813 ("Covenants"); and

**WHEREAS**, Owners have constructed a swimming pool and associated pool decking ("Improvements"), which Improvements encroach into a portion of the Wall Easement and the Owners have requested that the District consent to such encroachment by the Improvements; and

**WHEREAS**, the District has agreed to consent to the ownership, operation, and maintenance of the Improvements within the Wall Easement, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements provided herein, and for other valuable and good consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the District and Owners agree as follows:

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

2. **PERMISSION.** The District grants to Owners, and Owners' heirs, successors, assigns and permittees, the right, privilege and permission to own, operate and maintain Improvements subject to the terms of this Agreement.

3. **OWNERS' RESPONSIBILITIES.** Owners shall have the following responsibilities as a condition of the District's consent to Owners' ownership, operation and maintenance of the Improvements in the Wall Easement. Specifically, Owners shall:

- (a) be fully responsible for the operation and maintenance of the Improvements;
- (b) obtain any and all applicable permits and approvals relating to Improvements including, but not limited to, any approvals by the Association pursuant to the Covenants, as well as any other necessary legal interests and approvals. The District does not represent that the District has authority to provide all necessary approvals for the Improvements;
- (c) ensure that the operation and maintenance of the Improvements are conducted in compliance with all applicable laws, including but not limited to, building codes, set-back requirements and other applicable laws, rules, ordinances and codes;
- (d) ensure that the operation and maintenance of the Improvements does not damage any property of the District, or any third-party's property, and, in the event of any such damage, Owners shall immediately repair the damage or compensate the District for such repairs, at the District's option;
- (e) ensure that Owners' exercise of privilege granted hereunder does not interfere with the District's rights under the Covenants;
- (f) ensure that the District has free access to and from the retaining wall, including allowing access through the Improvements, for the District to operate, maintain and repair the same, as needed;
- (g) Operate, maintain and repair the Improvements, in good and working condition; and
- (h) keep the Wall Easement free from any materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of the Owners' exercise of rights under this Agreement, and Owners shall immediately discharge any such claim or lien.

4. **REMOVAL AND/OR REPLACEMENT OF IMPROVEMENTS.** The privilege and permission granted herein is given to Owners as an accommodation and is revocable at any time.

Owners acknowledge the legal interest of the District in the Wall Easement described above and agrees never to deny such interest or to interfere in any way with the District's use of the same. Owners shall exercise the privilege granted herein at Owners' own risk, and agrees that Owners shall never claim any damages against the District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. Owners further acknowledge that, with adequate written notice, the District may remove all, or any portion or portions, of the Improvements, at Owners' expense, in order to repair or maintain its retaining wall, including, but not limited to, the wall and any , and that the District is not obligated to re-install the Improvements to its original location and is not responsible for any loss or damage to the Improvements, or its supporting structure as a result of such removal.

**5. INDEMNIFICATION.** Owners hereby agree to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Owners to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Owners as jointly liable parties; however, Owners shall indemnify the District for any and all percentage of fault attributable to Owners for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Owners further agree that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

**6. COVENANTS RUN WITH THE LAND.** This Agreement and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but not limited to, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owners" is used herein, it shall be deemed to mean the current owners of the Property and its successors and assigns. Upon the sale of the Property, the Owners shall advise the subsequent owners of the terms and conditions of this Agreement.

**7. AMENDMENTS.** Except as may be otherwise set forth herein, this Easement Agreement may not be amended or modified in whole or in part except by an instrument in writing executed by the affected parties, and recorded in the Official Records of Polk County, Florida.

**8. SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any

third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**9. ENFORCEMENT.** In the event of any litigation pertaining to this Agreement, the permission herein granted, the rights, duties, obligations or liabilities of the parties hereto, and the enforcement of any rights hereunder or the interpretation of any provision hereof, the substantially prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees, paralegal fees, court costs, and associated expenses from the other party, whether incurred before, during, or after trial, appellate proceedings, settlement, mediation, or negotiations.

**10. APPLICABLE LAW; VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida.

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

*[Signatures on the following pages]*

IN WITNESS WHEREOF, THIS AGREEMENT has been executed by the parties on the date and year first written above:

Signed, sealed and delivered  
in the presence of:

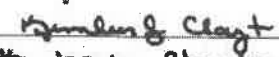
SANDMINE ROAD COMMUNITY  
DEVELOPMENT DISTRICT

Witness:

  
By: CHRISTOPHER WRENN

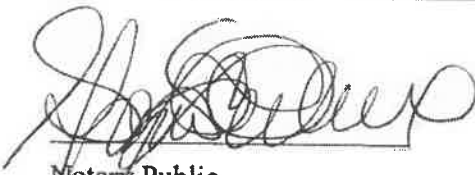
  
Eric Baker, Chairman

Witness:

  
By: KIMBERLY CLAYTON

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 3rd day of AUGUST, 2021, by Eric Baker, as Chairman of the Sandmine Community Development District, who ☒ is personally known to me or has produced N/A as identification.

  
Notary Public



SHANI-NICHOL CHARLES  
Notary Public  
State of Florida  
Comm# HH033277  
Expires 8/17/2024

[SIGNATURES CONTINUE ON NEXT PAGE]



Signed, sealed and delivered  
in the presence of:

Witness:

PULTE HOME COMPANY, LLC

By: Kymberly Clayton

By: CHRISTOPHER WRENN  
Its: VICE PRESIDENT OF LAND DEVELOPMENT

Witness:

By: Eric Baker

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization this 3rd day of August, 2021, by Christopher Wren as  
Vice President of the Pulte Home Company, LLC, who ☒ is personally known to me or  
has produced N/A as identification.

[Signature]  
Notary Public



SHANI-NICHOL CHARLES  
Notary Public  
State of Florida  
Comm# HH033277  
Expires 8/17/2024

This instrument was prepared by and  
upon recording should be returned to:

INSTR # 2021205613  
BK 11838 Pgs 0526-0531 PG(s)6  
08/09/2021 10:01:08 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES 52.50

Tucker F. Mackie, Esq.  
119 S. Monroe St., Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314

[space above for recording purposes]

**NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT**

**THIS NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT** ("Agreement") is executed as of August 3<sup>rd</sup>, 2021, by and between the **SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter, the "District") and **PULTE HOME COMPANY, LLC**, whose mailing address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (hereinafter "Owners," or individually, "Owner").

**WITNESSETH**

**WHEREAS**, Owners currently own a single-family residence on the following real property described as Lot 226, Windsor Island Resort, according to the plat ("Plat") recorded in the Official Records of Polk County, Florida, at Plat Book 178, Page 15-20 ("Property"); and

**WHEREAS**, the Property is encumbered by a centerline 13-foot retaining wall easement ("Wall Easement") as depicted on the Plat, and such Wall Easement dedicated to the District through the Plat; and

**WHEREAS**, the District has been granted, together with the Windsor Island Resort Homeowners Association, Inc. ("Association"), a perpetual non-exclusive easement for ingress, egress, and access over and across the Wall Easement to construct, maintain, or repair the retaining wall, as further stated in the Plat and *Community Declaration of Windsor Island Resort*, recorded in the Official Records of Polk County, Florida, as supplemented from time to time, at Book 11040, Page 1813 ("Covenants"); and

**WHEREAS**, Owners have constructed a swimming pool and associated pool decking ("Improvements"), which Improvements encroach into a portion of the Wall Easement and the Owners have requested that the District consent to such encroachment by the Improvements; and

**WHEREAS**, the District has agreed to consent to the ownership, operation, and maintenance of the Improvements within the Wall Easement, subject to the terms and conditions set forth in this Agreement.

This instrument was prepared by and  
upon recording should be returned to:

Tucker F. Mackie, Esq.  
119 S. Monroe St., Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314

[space above for recording purposes]

**NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT**

THIS NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT ("Agreement") is executed as of August 3<sup>rd</sup>, 2021, by and between the **SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter, the "District") and **PULTE HOME COMPANY, LLC**, whose mailing address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (hereinafter "Owners," or individually, "Owner").

**WITNESSETH**

**WHEREAS**, Owners currently own a single-family residence on the following real property described as Lot 226, Windsor Island Resort, according to the plat ("Plat") recorded in the Official Records of Polk County, Florida, at Plat Book 178, Page 15-20 ("Property"); and

**WHEREAS**, the Property is encumbered by a centerline 13-foot retaining wall easement ("Wall Easement") as depicted on the Plat, and such Wall Easement dedicated to the District through the Plat; and

**WHEREAS**, the District has been granted, together with the Windsor Island Resort Homeowners Association, Inc. ("Association"), a perpetual non-exclusive easement for ingress, egress, and access over and across the Wall Easement to construct, maintain, or repair the retaining wall, as further stated in the Plat and *Community Declaration of Windsor Island Resort*, recorded in the Official Records of Polk County, Florida, as supplemented from time to time, at Book 11040, Page 1813 ("Covenants"); and

**WHEREAS**, Owners have constructed a swimming pool and associated pool decking ("Improvements"), which Improvements encroach into a portion of the Wall Easement and the Owners have requested that the District consent to such encroachment by the Improvements; and

**WHEREAS**, the District has agreed to consent to the ownership, operation, and maintenance of the Improvements within the Wall Easement, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements provided herein, and for other valuable and good consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the District and Owners agree as follows:

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

2. **PERMISSION.** The District grants to Owners, and Owners' heirs, successors, assigns and permittees, the right, privilege and permission to own, operate and maintain Improvements subject to the terms of this Agreement.

3. **OWNERS' RESPONSIBILITIES.** Owners shall have the following responsibilities as a condition of the District's consent to Owners' ownership, operation and maintenance of the Improvements in the Wall Easement. Specifically, Owners shall:

- (a) be fully responsible for the operation and maintenance of the Improvements;
- (b) obtain any and all applicable permits and approvals relating to Improvements including, but not limited to, any approvals by the Association pursuant to the Covenants, as well as any other necessary legal interests and approvals. The District does not represent that the District has authority to provide all necessary approvals for the Improvements;
- (c) ensure that the operation and maintenance of the Improvements are conducted in compliance with all applicable laws, including but not limited to, building codes, set-back requirements and other applicable laws, rules, ordinances and codes;
- (d) ensure that the operation and maintenance of the Improvements does not damage any property of the District, or any third-party's property, and, in the event of any such damage, Owners shall immediately repair the damage or compensate the District for such repairs, at the District's option;
- (e) ensure that Owners' exercise of privilege granted hereunder does not interfere with the District's rights under the Covenants;
- (f) ensure that the District has free access to and from the retaining wall, including allowing access through the Improvements, for the District to operate, maintain and repair the same, as needed;
- (g) Operate, maintain and repair the Improvements, in good and working condition; and
- (h) keep the Wall Easement free from any materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of the Owners' exercise of rights under this Agreement, and Owners shall immediately discharge any such claim or lien.

4. **REMOVAL AND/OR REPLACEMENT OF IMPROVEMENTS.** The privilege and permission granted herein is given to Owners as an accommodation and is revocable at any time.

Owners acknowledge the legal interest of the District in the Wall Easement described above and agrees never to deny such interest or to interfere in any way with the District's use of the same. Owners shall exercise the privilege granted herein at Owners' own risk, and agrees that Owners shall never claim any damages against the District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. Owners further acknowledge that, with adequate written notice, the District may remove all, or any portion or portions, of the Improvements, at Owners' expense, in order to repair or maintain its retaining wall, including, but not limited to, the wall and any , and that the District is not obligated to re-install the Improvements to its original location and is not responsible for any loss or damage to the Improvements, or its supporting structure as a result of such removal.

**5. INDEMNIFICATION.** Owners hereby agree to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Owners to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Owners as jointly liable parties; however, Owners shall indemnify the District for any and all percentage of fault attributable to Owners for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Owners further agree that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

**6. COVENANTS RUN WITH THE LAND.** This Agreement and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but not limited to, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owners" is used herein, it shall be deemed to mean the current owners of the Property and its successors and assigns. Upon the sale of the Property, the Owners shall advise the subsequent owners of the terms and conditions of this Agreement.

**7. AMENDMENTS.** Except as may be otherwise set forth herein, this Easement Agreement may not be amended or modified in whole or in part except by an instrument in writing executed by the affected parties, and recorded in the Official Records of Polk County, Florida.

**8. SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any

third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**9. ENFORCEMENT.** In the event of any litigation pertaining to this Agreement, the permission herein granted, the rights, duties, obligations or liabilities of the parties hereto, and the enforcement of any rights hereunder or the interpretation of any provision hereof, the substantially prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees, paralegal fees, court costs, and associated expenses from the other party, whether incurred before, during, or after trial, appellate proceedings, settlement, mediation, or negotiations.

**10. APPLICABLE LAW; VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida.

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

*[Signatures on the following pages]*

IN WITNESS WHEREOF, THIS AGREEMENT has been executed by the parties on the date and year first written above:

Signed, sealed and delivered  
in the presence of:

SANDMINE ROAD COMMUNITY  
DEVELOPMENT DISTRICT

Witness:

Christopher Wrenn  
By: CHRISTOPHER WRENN

Eric Baker  
Eric Baker, Chairman

Witness:

Kimberly Clayton  
By: KIMBERLY CLAYTON

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 30 day of August, 2021, by Eric Baker, as Chairman of the Sandmine Community Development District, who ☒ is personally known to me or has produced N/A as identification.

Shani-Nichol Charles  
Notary Public Shani-Nichol Charles



SHANI-NICHOL CHARLES  
Notary Public  
State of Florida  
Comm# HH033277  
Expires 8/17/2024

[SIGNATURES CONTINUE ON NEXT PAGE]

Signed, sealed and delivered  
in the presence of:

Witness:

By: Kenneth Clayton  
Kenneth Clayton

PULTE HOME COMPANY, LLC

By: CHRISTOPHER WRENN  
Its: VICE PRESIDENT OF LAND DEVELOPMENT

Witness:

By: Eric Baker  
Eric Baker

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization this 3rd day of AUGUST, 2021, by Christopher Wren, as  
VP of Land Development of the Pulte Home Company, LLC, who ☒ is personally known to me or  
has produced \_\_\_\_\_ as identification.

Shani-Nichol Charles  
Notary Public  
Shani-Nichol Charles



SHANI-NICHOL CHARLES  
Notary Public  
State of Florida  
Comm# HH033277  
Expires 8/17/2024



This instrument was prepared by and  
upon recording should be returned to:

INSTR # 2021205614  
BK 11838 Pgs 0532-0537 PG(s)6  
08/09/2021 10:01:08 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES 52.50

Tucker F. Mackie, Esq.  
119 S. Monroe St., Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314

[space above for recording purposes]

**NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT**

**THIS NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT** ("Agreement") is executed as of August 3<sup>rd</sup>, 2021, by and between the **SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter, the "District") and **PULTE HOME COMPANY, LLC**, whose mailing address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (hereinafter "Owners," or individually, "Owner").

**WITNESSETH**

**WHEREAS**, Owners currently own a single-family residence on the following real property described as Lot 227, Windsor Island Resort, according to the plat ("Plat") recorded in the Official Records of Polk County, Florida, at Plat Book 178, Page 15-20 ("Property"); and

**WHEREAS**, the Property is encumbered by a centerline 13-foot retaining wall easement ("Wall Easement") as depicted on the Plat, and such Wall Easement dedicated to the District through the Plat; and

**WHEREAS**, the District has been granted, together with the Windsor Island Resort Homeowners Association, Inc. ("Association"), a perpetual non-exclusive easement for ingress, egress, and access over and across the Wall Easement to construct, maintain, or repair the retaining wall, as further stated in the Plat and *Community Declaration of Windsor Island Resort*, recorded in the Official Records of Polk County, Florida, as supplemented from time to time, at Book 11040, Page 1813 ("Covenants"); and

**WHEREAS**, Owners have constructed a swimming pool and associated pool decking ("Improvements"), which Improvements encroach into a portion of the Wall Easement and the Owners have requested that the District consent to such encroachment by the Improvements; and

**WHEREAS**, the District has agreed to consent to the ownership, operation, and maintenance of the Improvements within the Wall Easement, subject to the terms and conditions set forth in this Agreement.

This instrument was prepared by and  
upon recording should be returned to:

Tucker F. Mackie, Esq.  
119 S. Monroe St., Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314

[space above for recording purposes]

**NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT**

**THIS NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT** ("Agreement") is executed as of August 3<sup>rd</sup>, 2021, by and between the **SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter, the "District") and **PULTE HOME COMPANY, LLC**, whose mailing address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (hereinafter "Owners," or individually, "Owner").

**WITNESSETH**

**WHEREAS**, Owners currently own a single-family residence on the following real property described as Lot 227, Windsor Island Resort, according to the plat ("Plat") recorded in the Official Records of Polk County, Florida, at Plat Book 178, Page 15-20 ("Property"); and

**WHEREAS**, the Property is encumbered by a centerline 13-foot retaining wall easement ("Wall Easement") as depicted on the Plat, and such Wall Easement dedicated to the District through the Plat; and

**WHEREAS**, the District has been granted, together with the Windsor Island Resort Homeowners Association, Inc. ("Association"), a perpetual non-exclusive easement for ingress, egress, and access over and across the Wall Easement to construct, maintain, or repair the retaining wall, as further stated in the Plat and *Community Declaration of Windsor Island Resort*, recorded in the Official Records of Polk County, Florida, as supplemented from time to time, at Book 11040, Page 1813 ("Covenants"); and

**WHEREAS**, Owners have constructed a swimming pool and associated pool decking ("Improvements"), which Improvements encroach into a portion of the Wall Easement and the Owners have requested that the District consent to such encroachment by the Improvements; and

**WHEREAS**, the District has agreed to consent to the ownership, operation, and maintenance of the Improvements within the Wall Easement, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements provided herein, and for other valuable and good consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the District and Owners agree as follows:

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

2. **PERMISSION.** The District grants to Owners, and Owners' heirs, successors, assigns and permittees, the right, privilege and permission to own, operate and maintain Improvements subject to the terms of this Agreement.

3. **OWNERS' RESPONSIBILITIES.** Owners shall have the following responsibilities as a condition of the District's consent to Owners' ownership, operation and maintenance of the Improvements in the Wall Easement. Specifically, Owners shall:

- (a) be fully responsible for the operation and maintenance of the Improvements;
- (b) obtain any and all applicable permits and approvals relating to Improvements including, but not limited to, any approvals by the Association pursuant to the Covenants, as well as any other necessary legal interests and approvals. The District does not represent that the District has authority to provide all necessary approvals for the Improvements;
- (c) ensure that the operation and maintenance of the Improvements are conducted in compliance with all applicable laws, including but not limited to, building codes, set-back requirements and other applicable laws, rules, ordinances and codes;
- (d) ensure that the operation and maintenance of the Improvements does not damage any property of the District, or any third-party's property, and, in the event of any such damage, Owners shall immediately repair the damage or compensate the District for such repairs, at the District's option;
- (e) ensure that Owners' exercise of privilege granted hereunder does not interfere with the District's rights under the Covenants;
- (f) ensure that the District has free access to and from the retaining wall, including allowing access through the Improvements, for the District to operate, maintain and repair the same, as needed;
- (g) Operate, maintain and repair the Improvements, in good and working condition; and
- (h) keep the Wall Easement free from any materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of the Owners' exercise of rights under this Agreement, and Owners shall immediately discharge any such claim or lien.

4. **REMOVAL AND/OR REPLACEMENT OF IMPROVEMENTS.** The privilege and permission granted herein is given to Owners as an accommodation and is revocable at any time.

Owners acknowledge the legal interest of the District in the Wall Easement described above and agrees never to deny such interest or to interfere in any way with the District's use of the same. Owners shall exercise the privilege granted herein at Owners' own risk, and agrees that Owners shall never claim any damages against the District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. Owners further acknowledge that, with adequate written notice, the District may remove all, or any portion or portions, of the Improvements, at Owners' expense, in order to repair or maintain its retaining wall, including, but not limited to, the wall and any , and that the District is not obligated to re-install the Improvements to its original location and is not responsible for any loss or damage to the Improvements, or its supporting structure as a result of such removal.

**5. INDEMNIFICATION.** Owners hereby agree to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Owners to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Owners as jointly liable parties; however, Owners shall indemnify the District for any and all percentage of fault attributable to Owners for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Owners further agree that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

**6. COVENANTS RUN WITH THE LAND.** This Agreement and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but not limited to, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owners" is used herein, it shall be deemed to mean the current owners of the Property and its successors and assigns. Upon the sale of the Property, the Owners shall advise the subsequent owners of the terms and conditions of this Agreement.

**7. AMENDMENTS.** Except as may be otherwise set forth herein, this Easement Agreement may not be amended or modified in whole or in part except by an instrument in writing executed by the affected parties, and recorded in the Official Records of Polk County, Florida.

**8. SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any

third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**9. ENFORCEMENT.** In the event of any litigation pertaining to this Agreement, the permission herein granted, the rights, duties, obligations or liabilities of the parties hereto, and the enforcement of any rights hereunder or the interpretation of any provision hereof, the substantially prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees, paralegal fees, court costs, and associated expenses from the other party, whether incurred before, during, or after trial, appellate proceedings, settlement, mediation, or negotiations.

**10. APPLICABLE LAW; VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida.

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

*[Signatures on the following pages]*

IN WITNESS WHEREOF, THIS AGREEMENT has been executed by the parties on the date and year first written above:

Signed, sealed and delivered  
in the presence of:

SANDMINE ROAD COMMUNITY  
DEVELOPMENT DISTRICT

Witness:

By: CHRISTOPHER LYKEM

Eric Baker, Chairman

Witness:

By: Kimberly Clayton

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 3rd day of AUGUST, 2021, by Eric Baker, as Chairman of the Sandmine Community Development District, who ☒ is personally known to me or has produced N/A as identification.

[Signature]  
Notary Public



SHANI-NICHOL CHARLES  
Notary Public  
State of Florida  
Comm# HH033277  
Expires 8/17/2024

[SIGNATURES CONTINUE ON NEXT PAGE]

Signed, sealed and delivered  
in the presence of:

Witness:

By: Ramondy Clayton

PULTE HOME COMPANY, LLC

By: CHRISTOPHER WERN  
Its: VICE PRESIDENT OF LAND DEVELOPMENT

Witness:

By: Eric Baker

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization this 3rd day of AUGUST, 2021, by Christopher Wern as  
Vice President of the Pulte Home Company, LLC, who ☒ is personally known to me or  
has produced N/A as identification.

[Signature]  
Notary Public



SHANI-NICHOL CHARLES  
Notary Public  
State of Florida  
Comm# HH033277  
Expires 8/17/2024

This instrument was prepared by and  
upon recording should be returned to:

INSTR # 2021205615  
BK 11838 Pgs 0538-0543 PG(s)6  
08/09/2021 10:01:08 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES 52.50

Tucker F. Mackie, Esq.  
119 S. Monroe St., Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314

[space above for recording purposes]

**NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT**

**THIS NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT** ("Agreement") is executed as of August 3rd, 2021, by and between the **SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter, the "District") and **PULTE HOME COMPANY, LLC**, whose mailing address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (hereinafter "Owners," or individually, "Owner").

**WITNESSETH**

**WHEREAS**, Owners currently own a single-family residence on the following real property described as Lot 228, Windsor Island Resort, according to the plat ("Plat") recorded in the Official Records of Polk County, Florida, at Plat Book 178, Page 15-20 ("Property"); and

**WHEREAS**, the Property is encumbered by a centerline 13-foot retaining wall easement ("Wall Easement") as depicted on the Plat, and such Wall Easement dedicated to the District through the Plat; and

**WHEREAS**, the District has been granted, together with the Windsor Island Resort Homeowners Association, Inc. ("Association"), a perpetual non-exclusive easement for ingress, egress, and access over and across the Wall Easement to construct, maintain, or repair the retaining wall, as further stated in the Plat and *Community Declaration of Windsor Island Resort*, recorded in the Official Records of Polk County, Florida, as supplemented from time to time, at Book 11040, Page 1813 ("Covenants"); and

**WHEREAS**, Owners have constructed a swimming pool and associated pool decking ("Improvements"), which Improvements encroach into a portion of the Wall Easement and the Owners have requested that the District consent to such encroachment by the Improvements; and

**WHEREAS**, the District has agreed to consent to the ownership, operation, and maintenance of the Improvements within the Wall Easement, subject to the terms and conditions set forth in this Agreement.



This instrument was prepared by and  
upon recording should be returned to:

Tucker F. Mackie, Esq.  
119 S. Monroe St., Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314

[space above for recording purposes]

**NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT**

**THIS NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT** ("Agreement") is executed as of August 3rd, 2021, by and between the **SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter, the "District") and **PULTE HOME COMPANY, LLC**, whose mailing address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (hereinafter "Owners," or individually, "Owner").

**WITNESSETH**

**WHEREAS**, Owners currently own a single-family residence on the following real property described as Lot 228, Windsor Island Resort, according to the plat ("Plat") recorded in the Official Records of Polk County, Florida, at Plat Book 178, Page 15-20 ("Property"); and

**WHEREAS**, the Property is encumbered by a centerline 13-foot retaining wall easement ("Wall Easement") as depicted on the Plat, and such Wall Easement dedicated to the District through the Plat; and

**WHEREAS**, the District has been granted, together with the Windsor Island Resort Homeowners Association, Inc. ("Association"), a perpetual non-exclusive easement for ingress, egress, and access over and across the Wall Easement to construct, maintain, or repair the retaining wall, as further stated in the Plat and *Community Declaration of Windsor Island Resort*, recorded in the Official Records of Polk County, Florida, as supplemented from time to time, at Book 11040, Page 1813 ("Covenants"); and

**WHEREAS**, Owners have constructed a swimming pool and associated pool decking ("Improvements"), which Improvements encroach into a portion of the Wall Easement and the Owners have requested that the District consent to such encroachment by the Improvements; and

**WHEREAS**, the District has agreed to consent to the ownership, operation, and maintenance of the Improvements within the Wall Easement, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements provided herein, and for other valuable and good consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the District and Owners agree as follows:

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

2. **PERMISSION.** The District grants to Owners, and Owners' heirs, successors, assigns and permittees, the right, privilege and permission to own, operate and maintain Improvements subject to the terms of this Agreement.

3. **OWNERS' RESPONSIBILITIES.** Owners shall have the following responsibilities as a condition of the District's consent to Owners' ownership, operation and maintenance of the Improvements in the Wall Easement. Specifically, Owners shall:

- (a) be fully responsible for the operation and maintenance of the Improvements;
- (b) obtain any and all applicable permits and approvals relating to Improvements including, but not limited to, any approvals by the Association pursuant to the Covenants, as well as any other necessary legal interests and approvals. The District does not represent that the District has authority to provide all necessary approvals for the Improvements;
- (c) ensure that the operation and maintenance of the Improvements are conducted in compliance with all applicable laws, including but not limited to, building codes, set-back requirements and other applicable laws, rules, ordinances and codes;
- (d) ensure that the operation and maintenance of the Improvements does not damage any property of the District, or any third-party's property, and, in the event of any such damage, Owners shall immediately repair the damage or compensate the District for such repairs, at the District's option;
- (e) ensure that Owners' exercise of privilege granted hereunder does not interfere with the District's rights under the Covenants;
- (f) ensure that the District has free access to and from the retaining wall, including allowing access through the Improvements, for the District to operate, maintain and repair the same, as needed;
- (g) Operate, maintain and repair the Improvements, in good and working condition; and
- (h) keep the Wall Easement free from any materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of the Owners' exercise of rights under this Agreement, and Owners shall immediately discharge any such claim or lien.

4. **REMOVAL AND/OR REPLACEMENT OF IMPROVEMENTS.** The privilege and permission granted herein is given to Owners as an accommodation and is revocable at any time.

Owners acknowledge the legal interest of the District in the Wall Easement described above and agrees never to deny such interest or to interfere in any way with the District's use of the same. Owners shall exercise the privilege granted herein at Owners' own risk, and agrees that Owners shall never claim any damages against the District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. Owners further acknowledge that, with adequate written notice, the District may remove all, or any portion or portions, of the Improvements, at Owners' expense, in order to repair or maintain its retaining wall, including, but not limited to, the wall and any , and that the District is not obligated to re-install the Improvements to its original location and is not responsible for any loss or damage to the Improvements, or its supporting structure as a result of such removal.

**5. INDEMNIFICATION.** Owners hereby agree to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Owners to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Owners as jointly liable parties; however, Owners shall indemnify the District for any and all percentage of fault attributable to Owners for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Owners further agree that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

**6. COVENANTS RUN WITH THE LAND.** This Agreement and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but not limited to, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owners" is used herein, it shall be deemed to mean the current owners of the Property and its successors and assigns. Upon the sale of the Property, the Owners shall advise the subsequent owners of the terms and conditions of this Agreement.

**7. AMENDMENTS.** Except as may be otherwise set forth herein, this Easement Agreement may not be amended or modified in whole or in part except by an instrument in writing executed by the affected parties, and recorded in the Official Records of Polk County, Florida.

**8. SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any

third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

9. **ENFORCEMENT.** In the event of any litigation pertaining to this Agreement, the permission herein granted, the rights, duties, obligations or liabilities of the parties hereto, and the enforcement of any rights hereunder or the interpretation of any provision hereof, the substantially prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees, paralegal fees, court costs, and associated expenses from the other party, whether incurred before, during, or after trial, appellate proceedings, settlement, mediation, or negotiations.

10. **APPLICABLE LAW; VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida.

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

*[Signatures on the following pages]*

IN WITNESS WHEREOF, THIS AGREEMENT has been executed by the parties on the date and year first written above:

Signed, sealed and delivered  
in the presence of:

SANDMINE ROAD COMMUNITY  
DEVELOPMENT DISTRICT

Witness:

By: CHRISTOPHER WIRENN

Eric Baker  
Eric Baker, Chairman

Witness:

By: Kimberly Clayton

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 30th day of AUGUST, 2021, by Eric Baker, as Chairman of the Sandmine Community Development District, who ☒ is personally known to me or has produced N/A as identification.

Shani-Nichol Charles  
Notary Public



SHANI-NICHOL CHARLES  
Notary Public  
State of Florida  
Comm# HM033277  
Expires 8/17/2024

[SIGNATURES CONTINUE ON NEXT PAGE]

Signed, sealed and delivered  
in the presence of:

Witness:

PULTE HOME COMPANY, LLC

By: Kimberly Clayton  
Kimberly Clayton

By: CHRISTOPHER WRENN  
Its: VICE PRESIDENT OF LAND DEVELOPMENT

Witness:

By: Em Baker  
Em Baker

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization this 3 day of August, 2021, by Christopher Wren as  
VP of Land Development of the Pulte Home Company, LLC, who ☒ is personally known to me or  
has produced N/A as identification.

Shani-Nichol Charles  
Notary Public



SHANI-NICHOL CHARLES  
Notary Public  
State of Florida  
Comm# HH033277  
Expires 8/17/2024

This instrument was prepared by and  
upon recording should be returned to:

INSTR # 2021205616  
BK 11838 Pgs 0544-0549 PG(s)6  
08/09/2021 10:01:08 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES 52.50

Tucker F. Mackie, Esq.  
119 S. Monroe St., Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314

[space above for recording purposes]

**NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT**

**THIS NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT** ("Agreement") is executed as of August 3rd, 2021, by and between the **SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter, the "District") and **PULTE HOME COMPANY, LLC**, whose mailing address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (hereinafter "Owners," or individually, "Owner").

**WITNESSETH**

**WHEREAS**, Owners currently own a single-family residence on the following real property described as Lot 229, Windsor Island Resort, according to the plat ("Plat") recorded in the Official Records of Polk County, Florida, at Plat Book 178, Page 15-20 ("Property"); and

**WHEREAS**, the Property is encumbered by a centerline 13-foot retaining wall easement ("Wall Easement") as depicted on the Plat, and such Wall Easement dedicated to the District through the Plat; and

**WHEREAS**, the District has been granted, together with the Windsor Island Resort Homeowners Association, Inc. ("Association"), a perpetual non-exclusive easement for ingress, egress, and access over and across the Wall Easement to construct, maintain, or repair the retaining wall, as further stated in the Plat and *Community Declaration of Windsor Island Resort*, recorded in the Official Records of Polk County, Florida, as supplemented from time to time, at Book 11040, Page 1813 ("Covenants"); and

**WHEREAS**, Owners have constructed a swimming pool and associated pool decking ("Improvements"), which Improvements encroach into a portion of the Wall Easement and the Owners have requested that the District consent to such encroachment by the Improvements; and

**WHEREAS**, the District has agreed to consent to the ownership, operation, and maintenance of the Improvements within the Wall Easement, subject to the terms and conditions set forth in this Agreement.

This instrument was prepared by and  
upon recording should be returned to:

Tucker F. Mackie, Esq.  
119 S. Monroe St., Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314

[space above for recording purposes]

**NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT**

**THIS NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT** ("Agreement") is executed as of August 3rd, 2021, by and between the **SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter, the "District") and **PULTE HOME COMPANY, LLC**, whose mailing address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (hereinafter "Owners," or individually, "Owner").

**WITNESSETH**

**WHEREAS**, Owners currently own a single-family residence on the following real property described as Lot 229, Windsor Island Resort, according to the plat ("Plat") recorded in the Official Records of Polk County, Florida, at Plat Book 178, Page 15-20 ("Property"); and

**WHEREAS**, the Property is encumbered by a centerline 13-foot retaining wall easement ("Wall Easement") as depicted on the Plat, and such Wall Easement dedicated to the District through the Plat; and

**WHEREAS**, the District has been granted, together with the Windsor Island Resort Homeowners Association, Inc. ("Association"), a perpetual non-exclusive easement for ingress, egress, and access over and across the Wall Easement to construct, maintain, or repair the retaining wall, as further stated in the Plat and *Community Declaration of Windsor Island Resort*, recorded in the Official Records of Polk County, Florida, as supplemented from time to time, at Book 11040, Page 1813 ("Covenants"); and

**WHEREAS**, Owners have constructed a swimming pool and associated pool decking ("Improvements"), which Improvements encroach into a portion of the Wall Easement and the Owners have requested that the District consent to such encroachment by the Improvements; and

**WHEREAS**, the District has agreed to consent to the ownership, operation, and maintenance of the Improvements within the Wall Easement, subject to the terms and conditions set forth in this Agreement.



**NOW, THEREFORE,** for and in consideration of the mutual covenants and agreements provided herein, and for other valuable and good consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the District and Owners agree as follows:

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

2. **PERMISSION.** The District grants to Owners, and Owners' heirs, successors, assigns and permittees, the right, privilege and permission to own, operate and maintain Improvements subject to the terms of this Agreement.

3. **OWNERS' RESPONSIBILITIES.** Owners shall have the following responsibilities as a condition of the District's consent to Owners' ownership, operation and maintenance of the Improvements in the Wall Easement. Specifically, Owners shall:

- (a) be fully responsible for the operation and maintenance of the Improvements;
- (b) obtain any and all applicable permits and approvals relating to Improvements including, but not limited to, any approvals by the Association pursuant to the Covenants, as well as any other necessary legal interests and approvals. The District does not represent that the District has authority to provide all necessary approvals for the Improvements;
- (c) ensure that the operation and maintenance of the Improvements are conducted in compliance with all applicable laws, including but not limited to, building codes, set-back requirements and other applicable laws, rules, ordinances and codes;
- (d) ensure that the operation and maintenance of the Improvements does not damage any property of the District, or any third-party's property, and, in the event of any such damage, Owners shall immediately repair the damage or compensate the District for such repairs, at the District's option;
- (e) ensure that Owners' exercise of privilege granted hereunder does not interfere with the District's rights under the Covenants;
- (f) ensure that the District has free access to and from the retaining wall, including allowing access through the Improvements, for the District to operate, maintain and repair the same, as needed;
- (g) Operate, maintain and repair the Improvements, in good and working condition; and
- (h) keep the Wall Easement free from any materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of the Owners' exercise of rights under this Agreement, and Owners shall immediately discharge any such claim or lien.

4. **REMOVAL AND/OR REPLACEMENT OF IMPROVEMENTS.** The privilege and permission granted herein is given to Owners as an accommodation and is revocable at any time.

Owners acknowledge the legal interest of the District in the Wall Easement described above and agrees never to deny such interest or to interfere in any way with the District's use of the same. Owners shall exercise the privilege granted herein at Owners' own risk, and agrees that Owners shall never claim any damages against the District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. Owners further acknowledge that, with adequate written notice, the District may remove all, or any portion or portions, of the Improvements, at Owners' expense, in order to repair or maintain its retaining wall, including, but not limited to, the wall and any , and that the District is not obligated to re-install the Improvements to its original location and is not responsible for any loss or damage to the Improvements, or its supporting structure as a result of such removal.

**5. INDEMNIFICATION.** Owners hereby agree to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Owners to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Owners as jointly liable parties; however, Owners shall indemnify the District for any and all percentage of fault attributable to Owners for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Owners further agree that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

**6. COVENANTS RUN WITH THE LAND.** This Agreement and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but not limited to, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owners" is used herein, it shall be deemed to mean the current owners of the Property and its successors and assigns. Upon the sale of the Property, the Owners shall advise the subsequent owners of the terms and conditions of this Agreement.

**7. AMENDMENTS.** Except as may be otherwise set forth herein, this Easement Agreement may not be amended or modified in whole or in part except by an instrument in writing executed by the affected parties, and recorded in the Official Records of Polk County, Florida.

**8. SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any

third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**9. ENFORCEMENT.** In the event of any litigation pertaining to this Agreement, the permission herein granted, the rights, duties, obligations or liabilities of the parties hereto, and the enforcement of any rights hereunder or the interpretation of any provision hereof, the substantially prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees, paralegal fees, court costs, and associated expenses from the other party, whether incurred before, during, or after trial, appellate proceedings, settlement, mediation, or negotiations.

**10. APPLICABLE LAW; VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida.

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

*[Signatures on the following pages]*

IN WITNESS WHEREOF, THIS AGREEMENT has been executed by the parties on the date and year first written above:

Signed, sealed and delivered  
in the presence of:

SANDMINE ROAD COMMUNITY  
DEVELOPMENT DISTRICT

Witness:

By: CHRISTOPHER WREAN

Eric Baker  
Eric Baker, Chairman


Witness:

By: Kimberly Clayton

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 3rd day of August, 2021, by Eric Baker, as Chairman of the Sandmine Community Development District, who ☒ is personally known to me or has produced NA as identification.

Shani-Nichol Charles  
Notary Public

 SHANI-NICHOL CHARLES  
Notary Public  
State of Florida  
Comm# HH033277  
Expires 8/17/2024

[SIGNATURES CONTINUE ON NEXT PAGE]

Signed, sealed and delivered  
in the presence of:

Witness:

PULTE HOME COMPANY, LLC

By: Kimberly Clayton

By: CHRISTOPHER WRENN  
Its: VICE PRESIDENT OF LAND DEVELOPMENT

Witness:

By: Earl Baker

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization this 3rd day of August, 2021, by Christopher Wren as  
Vice President of Land Development of the Pulte Home Company, LLC, who ☒ is personally known to me or  
has produced N/A as identification.

[Signature]  
Notary Public



SHANI-NICHOL CHARLES  
Notary Public  
State of Florida  
Comm# HH033277  
Expires 8/17/2024

INSTR # 2021205617  
BK 11838 Pgs 0550-0555 PG(s)6  
08/09/2021 10:01:08 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES 52.50

This instrument was prepared by and  
upon recording should be returned to:

Tucker F. Mackie, Esq.  
119 S. Monroe St., Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314

[space above for recording purposes]

**NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT**

**THIS NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT** ("Agreement") is executed as of August 3rd, 2021, by and between the **SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter, the "District") and **PULTE HOME COMPANY, LLC**, whose mailing address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (hereinafter "Owners," or individually, "Owner").

**WITNESSETH**

**WHEREAS**, Owners currently own a single-family residence on the following real property described as Lot 230, Windsor Island Resort, according to the plat ("Plat") recorded in the Official Records of Polk County, Florida, at Plat Book 178, Page 15-20 ("Property"); and

**WHEREAS**, the Property is encumbered by a centerline 13-foot retaining wall easement ("Wall Easement") as depicted on the Plat, and such Wall Easement dedicated to the District through the Plat; and

**WHEREAS**, the District has been granted, together with the Windsor Island Resort Homeowners Association, Inc. ("Association"), a perpetual non-exclusive easement for ingress, egress, and access over and across the Wall Easement to construct, maintain, or repair the retaining wall, as further stated in the Plat and *Community Declaration of Windsor Island Resort*, recorded in the Official Records of Polk County, Florida, as supplemented from time to time, at Book 11040, Page 1813 ("Covenants"); and

**WHEREAS**, Owners have constructed a swimming pool and associated pool decking ("Improvements"), which Improvements encroach into a portion of the Wall Easement and the Owners have requested that the District consent to such encroachment by the Improvements; and

**WHEREAS**, the District has agreed to consent to the ownership, operation, and maintenance of the Improvements within the Wall Easement, subject to the terms and conditions set forth in this Agreement.

This instrument was prepared by and  
upon recording should be returned to:

Tucker F. Mackie, Esq.  
119 S. Monroe St., Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314

[space above for recording purposes]

**NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT**

**THIS NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT** ("Agreement") is executed as of August 3rd, 2021, by and between the **SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter, the "District") and **PULTE HOME COMPANY, LLC**, whose mailing address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (hereinafter "Owners," or individually, "Owner").

**WITNESSETH**

**WHEREAS**, Owners currently own a single-family residence on the following real property described as Lot 230, Windsor Island Resort, according to the plat ("Plat") recorded in the Official Records of Polk County, Florida, at Plat Book 178, Page 15-20 ("Property"); and

**WHEREAS**, the Property is encumbered by a centerline 13-foot retaining wall easement ("Wall Easement") as depicted on the Plat, and such Wall Easement dedicated to the District through the Plat; and

**WHEREAS**, the District has been granted, together with the Windsor Island Resort Homeowners Association, Inc. ("Association"), a perpetual non-exclusive easement for ingress, egress, and access over and across the Wall Easement to construct, maintain, or repair the retaining wall, as further stated in the Plat and *Community Declaration of Windsor Island Resort*, recorded in the Official Records of Polk County, Florida, as supplemented from time to time, at Book 11040, Page 1813 ("Covenants"); and

**WHEREAS**, Owners have constructed a swimming pool and associated pool decking ("Improvements"), which Improvements encroach into a portion of the Wall Easement and the Owners have requested that the District consent to such encroachment by the Improvements; and

**WHEREAS**, the District has agreed to consent to the ownership, operation, and maintenance of the Improvements within the Wall Easement, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements provided herein, and for other valuable and good consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the District and Owners agree as follows:

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

2. **PERMISSION.** The District grants to Owners, and Owners' heirs, successors, assigns and permittees, the right, privilege and permission to own, operate and maintain Improvements subject to the terms of this Agreement.

3. **OWNERS' RESPONSIBILITIES.** Owners shall have the following responsibilities as a condition of the District's consent to Owners' ownership, operation and maintenance of the Improvements in the Wall Easement. Specifically, Owners shall:

- (a) be fully responsible for the operation and maintenance of the Improvements;
- (b) obtain any and all applicable permits and approvals relating to Improvements including, but not limited to, any approvals by the Association pursuant to the Covenants, as well as any other necessary legal interests and approvals. The District does not represent that the District has authority to provide all necessary approvals for the Improvements;
- (c) ensure that the operation and maintenance of the Improvements are conducted in compliance with all applicable laws, including but not limited to, building codes, set-back requirements and other applicable laws, rules, ordinances and codes;
- (d) ensure that the operation and maintenance of the Improvements does not damage any property of the District, or any third-party's property, and, in the event of any such damage, Owners shall immediately repair the damage or compensate the District for such repairs, at the District's option;
- (e) ensure that Owners' exercise of privilege granted hereunder does not interfere with the District's rights under the Covenants;
- (f) ensure that the District has free access to and from the retaining wall, including allowing access through the Improvements, for the District to operate, maintain and repair the same, as needed;
- (g) Operate, maintain and repair the Improvements, in good and working condition;  
and
- (h) keep the Wall Easement free from any materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of the Owners' exercise of rights under this Agreement, and Owners shall immediately discharge any such claim or lien.

4. **REMOVAL AND/OR REPLACEMENT OF IMPROVEMENTS.** The privilege and permission granted herein is given to Owners as an accommodation and is revocable at any time.



Owners acknowledge the legal interest of the District in the Wall Easement described above and agrees never to deny such interest or to interfere in any way with the District's use of the same. Owners shall exercise the privilege granted herein at Owners' own risk, and agrees that Owners shall never claim any damages against the District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. Owners further acknowledge that, with adequate written notice, the District may remove all, or any portion or portions, of the Improvements, at Owners' expense, in order to repair or maintain its retaining wall, including, but not limited to, the wall and any , and that the District is not obligated to re-install the Improvements to its original location and is not responsible for any loss or damage to the Improvements, or its supporting structure as a result of such removal.

**5. INDEMNIFICATION.** Owners hereby agree to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Owners to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Owners as jointly liable parties; however, Owners shall indemnify the District for any and all percentage of fault attributable to Owners for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Owners further agree that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

**6. COVENANTS RUN WITH THE LAND.** This Agreement and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but not limited to, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owners" is used herein, it shall be deemed to mean the current owners of the Property and its successors and assigns. Upon the sale of the Property, the Owners shall advise the subsequent owners of the terms and conditions of this Agreement.

**7. AMENDMENTS.** Except as may be otherwise set forth herein, this Easement Agreement may not be amended or modified in whole or in part except by an instrument in writing executed by the affected parties, and recorded in the Official Records of Polk County, Florida.

**8. SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any

third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

9. **ENFORCEMENT.** In the event of any litigation pertaining to this Agreement, the permission herein granted, the rights, duties, obligations or liabilities of the parties hereto, and the enforcement of any rights hereunder or the interpretation of any provision hereof, the substantially prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees, paralegal fees, court costs, and associated expenses from the other party, whether incurred before, during, or after trial, appellate proceedings, settlement, mediation, or negotiations.

10. **APPLICABLE LAW; VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida.

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

*[Signatures on the following pages]*

IN WITNESS WHEREOF, THIS AGREEMENT has been executed by the parties on the date and year first written above:

Signed, sealed and delivered  
in the presence of:

SANDMINE ROAD COMMUNITY  
DEVELOPMENT DISTRICT

Witness:

By: CHRISTOPHER WILSON

Eric Baker, Chairman


Witness:


By: Kimberly Clayton

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 3rd day of August, 2021, by Eric Baker, as Chairman of the Sandmine Community Development District, who ☒ is personally known to me or has produced \_\_\_\_\_ as identification.

Shani-Nichol Charles  
Notary Public

 **SHANI-NICHOL CHARLES**  
Notary Public  
State of Florida  
Comm# HH033277

 **SHANI-NICHOL CHARLES**  
Notary Public  
State of Florida  
Comm# HH033277  
Expires 8/17/2024

[SIGNATURES CONTINUE ON NEXT PAGE]

Signed, sealed and delivered  
in the presence of:

Witness:

PULTE HOME COMPANY, LLC

By: Kimberly Clayton

By: CHRISTOPHER WILSON  
Its: VICE PRESIDENT OF LAND DEVELOPMENT

Witness:

By: Ene Odeh

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization this 3rd day of August, 2021, by Christopher Wilson, as  
VP of Land Development of the Pulte Home Company, LLC, who ☐ is personally known to me or  
has produced N/A as identification.

[Signature]  
Notary Public



SHANI-NICHOL CHARLES  
Notary Public  
State of Florida  
Comm# HH033277  
Expires 8/17/2024

This instrument was prepared by and upon recording should be returned to:

INSTR # 2021205618  
BK 11838 Pgs 0556-0561 PG(s)6  
08/09/2021 10:01:08 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES 52.50

Tucker F. Mackie, Esq.  
119 S. Monroe St., Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314

[space above for recording purposes]

**NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT**

THIS ~~NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT~~ ("Agreement") is executed as of August 3-1, 2021, by and between the **SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter, the "District") and **PULTE HOME COMPANY, LLC**, whose mailing address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (hereinafter "Owners," or individually, "Owner").

**WITNESSETH**

**WHEREAS**, Owners currently own a single-family residence on the following real property described as Lot 231, Windsor Island Resort, according to the plat ("Plat") recorded in the Official Records of Polk County, Florida, at Plat Book 178, Page 15-20 ("Property"); and

**WHEREAS**, the Property is encumbered by a centerline 13-foot retaining wall easement ("Wall Easement") as depicted on the Plat, and such Wall Easement dedicated to the District through the Plat; and

**WHEREAS**, the District has been granted, together with the Windsor Island Resort Homeowners Association, Inc. ("Association"), a perpetual non-exclusive easement for ingress, egress, and access over and across the Wall Easement to construct, maintain, or repair the retaining wall, as further stated in the Plat and *Community Declaration of Windsor Island Resort*, recorded in the Official Records of Polk County, Florida, as supplemented from time to time, at Book 11040, Page 1813 ("Covenants"); and

**WHEREAS**, Owners have constructed a swimming pool and associated pool decking ("Improvements"), which Improvements encroach into a portion of the Wall Easement and the Owners have requested that the District consent to such encroachment by the Improvements; and

**WHEREAS**, the District has agreed to consent to the ownership, operation, and maintenance of the Improvements within the Wall Easement, subject to the terms and conditions set forth in this Agreement.

This instrument was prepared by and  
upon recording should be returned to:

Tucker F. Mackie, Esq.  
119 S. Monroe St., Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314

[space above for recording purposes]

**NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT**

**THIS NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT** ("Agreement") is executed as of August 3<sup>rd</sup>, 2021, by and between the **SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter, the "District") and **PULTE HOME COMPANY, LLC**, whose mailing address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (hereinafter "Owners," or individually, "Owner").

**WITNESSETH**

**WHEREAS**, Owners currently own a single-family residence on the following real property described as Lot 231, Windsor Island Resort, according to the plat ("Plat") recorded in the Official Records of Polk County, Florida, at Plat Book 178, Page 15-20 ("Property"); and

**WHEREAS**, the Property is encumbered by a centerline 13-foot retaining wall easement ("Wall Easement") as depicted on the Plat, and such Wall Easement dedicated to the District through the Plat; and

**WHEREAS**, the District has been granted, together with the Windsor Island Resort Homeowners Association, Inc. ("Association"), a perpetual non-exclusive easement for ingress, egress, and access over and across the Wall Easement to construct, maintain, or repair the retaining wall, as further stated in the Plat and *Community Declaration of Windsor Island Resort*, recorded in the Official Records of Polk County, Florida, as supplemented from time to time, at Book 11040, Page 1813 ("Covenants"); and

**WHEREAS**, Owners have constructed a swimming pool and associated pool decking ("Improvements"), which Improvements encroach into a portion of the Wall Easement and the Owners have requested that the District consent to such encroachment by the Improvements; and

**WHEREAS**, the District has agreed to consent to the ownership, operation, and maintenance of the Improvements within the Wall Easement, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements provided herein, and for other valuable and good consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the District and Owners agree as follows:

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

2. **PERMISSION.** The District grants to Owners, and Owners' heirs, successors, assigns and permittees, the right, privilege and permission to own, operate and maintain Improvements subject to the terms of this Agreement.

3. **OWNERS' RESPONSIBILITIES.** Owners shall have the following responsibilities as a condition of the District's consent to Owners' ownership, operation and maintenance of the Improvements in the Wall Easement. Specifically, Owners shall:

- (a) be fully responsible for the operation and maintenance of the Improvements;
- (b) obtain any and all applicable permits and approvals relating to Improvements including, but not limited to, any approvals by the Association pursuant to the Covenants, as well as any other necessary legal interests and approvals. The District does not represent that the District has authority to provide all necessary approvals for the Improvements;
- (c) ensure that the operation and maintenance of the Improvements are conducted in compliance with all applicable laws, including but not limited to, building codes, set-back requirements and other applicable laws, rules, ordinances and codes;
- (d) ensure that the operation and maintenance of the Improvements does not damage any property of the District, or any third-party's property, and, in the event of any such damage, Owners shall immediately repair the damage or compensate the District for such repairs, at the District's option;
- (e) ensure that Owners' exercise of privilege granted hereunder does not interfere with the District's rights under the Covenants;
- (f) ensure that the District has free access to and from the retaining wall, including allowing access through the Improvements, for the District to operate, maintain and repair the same, as needed;
- (g) Operate, maintain and repair the Improvements, in good and working condition; and
- (h) keep the Wall Easement free from any materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of the Owners' exercise of rights under this Agreement, and Owners shall immediately discharge any such claim or lien.

4. **REMOVAL AND/OR REPLACEMENT OF IMPROVEMENTS.** The privilege and permission granted herein is given to Owners as an accommodation and is revocable at any time.

Owners acknowledge the legal interest of the District in the Wall Easement described above and agrees never to deny such interest or to interfere in any way with the District's use of the same. Owners shall exercise the privilege granted herein at Owners' own risk, and agrees that Owners shall never claim any damages against the District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. Owners further acknowledge that, with adequate written notice, the District may remove all, or any portion or portions, of the Improvements, at Owners' expense, in order to repair or maintain its retaining wall, including, but not limited to, the wall and any , and that the District is not obligated to re-install the Improvements to its original location and is not responsible for any loss or damage to the Improvements, or its supporting structure as a result of such removal.

**5. INDEMNIFICATION.** Owners hereby agree to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Owners to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Owners as jointly liable parties; however, Owners shall indemnify the District for any and all percentage of fault attributable to Owners for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Owners further agree that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

**6. COVENANTS RUN WITH THE LAND.** This Agreement and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but not limited to, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owners" is used herein, it shall be deemed to mean the current owners of the Property and its successors and assigns. Upon the sale of the Property, the Owners shall advise the subsequent owners of the terms and conditions of this Agreement.

**7. AMENDMENTS.** Except as may be otherwise set forth herein, this Easement Agreement may not be amended or modified in whole or in part except by an instrument in writing executed by the affected parties, and recorded in the Official Records of Polk County, Florida.

**8. SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any



third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

9. **ENFORCEMENT.** In the event of any litigation pertaining to this Agreement, the permission herein granted, the rights, duties, obligations or liabilities of the parties hereto, and the enforcement of any rights hereunder or the interpretation of any provision hereof, the substantially prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees, paralegal fees, court costs, and associated expenses from the other party, whether incurred before, during, or after trial, appellate proceedings, settlement, mediation, or negotiations.

10. **APPLICABLE LAW; VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida.

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

*[Signatures on the following pages]*

IN WITNESS WHEREOF, THIS AGREEMENT has been executed by the parties on the date and year first written above:

Signed, sealed and delivered  
in the presence of:

SANDMINE ROAD COMMUNITY  
DEVELOPMENT DISTRICT

Witness:

Chm  
By: CHRISTOPHER WKENN

[Signature]  
Eric Baker, Chairman

Witness:

Kimberly Clayton  
By: Kimberly Clayton

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization this 3rd day of August, 2021, by Eric Baker, as Chairman of  
the Sandmine Community Development District, who ☒ is personally known to me or has  
produced N/A as identification.

[Signature]  
Notary Public



SHANI-NICHOL CHARLES  
Notary Public  
State of Florida  
Comm# HH033277  
Expires 8/17/2024

[SIGNATURES CONTINUE ON NEXT PAGE]

Signed, sealed and delivered  
in the presence of:

Witness:

PULTE HOME COMPANY, LLC

By: Kimberly Clayton

By: CHRISTOPHER WRENN  
Its: VICE PRESIDENT OF LAND DEVELOPMENT

Witness:

By: [Signature]

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization this 3rd day of August, 2021, by Christopher Wrenn as  
VP of Land Development of the Pulte Home Company, LLC, who ☒ is personally known to me or  
has produced N/A as identification.

[Signature]  
Notary Public



SHANI-NICHOL CHARLES  
Notary Public  
State of Florida  
Comm# HH033277  
Expires 8/17/2024

This instrument was prepared by and  
upon recording should be returned to:

INSTR # 2021205619  
BK 11838 Pgs 0562-0567 PG(s)6  
08/09/2021 10:01:08 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES 52.50

Tucker F. Mackie, Esq.  
119 S. Monroe St., Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314

[space above for recording purposes]

**NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT**

**THIS NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT** ("Agreement") is executed as of August 3<sup>rd</sup>, 2021, by and between the **SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter, the "District") and **PULTE HOME COMPANY, LLC**, whose mailing address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (hereinafter "Owners," or individually, "Owner").

**WITNESSETH**

**WHEREAS**, Owners currently own a single-family residence on the following real property described as Lot 232, Windsor Island Resort, according to the plat ("Plat") recorded in the Official Records of Polk County, Florida, at Plat Book 178, Page 15-20 ("Property"); and

**WHEREAS**, the Property is encumbered by a centerline 13-foot retaining wall easement ("Wall Easement") as depicted on the Plat, and such Wall Easement dedicated to the District through the Plat; and

**WHEREAS**, the District has been granted, together with the Windsor Island Resort Homeowners Association, Inc. ("Association"), a perpetual non-exclusive easement for ingress, egress, and access over and across the Wall Easement to construct, maintain, or repair the retaining wall, as further stated in the Plat and *Community Declaration of Windsor Island Resort*, recorded in the Official Records of Polk County, Florida, as supplemented from time to time, at Book 11040, Page 1813 ("Covenants"); and

**WHEREAS**, Owners have constructed a swimming pool and associated pool decking ("Improvements"), which Improvements encroach into a portion of the Wall Easement and the Owners have requested that the District consent to such encroachment by the Improvements; and

**WHEREAS**, the District has agreed to consent to the ownership, operation, and maintenance of the Improvements within the Wall Easement, subject to the terms and conditions set forth in this Agreement.

This instrument was prepared by and  
upon recording should be returned to:

Tucker F. Mackie, Esq.  
119 S. Monroe St., Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314

[space above for recording purposes]

**NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT**

THIS NON-EXCLUSIVE REVOCABLE ENCROACHMENT AGREEMENT ("Agreement") is executed as of April 30<sup>th</sup>, 2021, by and between the SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter, the "District") and PULTE HOME COMPANY, LLC, whose mailing address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (hereinafter "Owners," or individually, "Owner").

**WITNESSETH**

WHEREAS, Owners currently own a single-family residence on the following real property described as Lot 232, Windsor Island Resort, according to the plat ("Plat") recorded in the Official Records of Polk County, Florida, at Plat Book 178, Page 15-20 ("Property"); and

WHEREAS, the Property is encumbered by a centerline 13-foot retaining wall easement ("Wall Easement") as depicted on the Plat, and such Wall Easement dedicated to the District through the Plat; and

WHEREAS, the District has been granted, together with the Windsor Island Resort Homeowners Association, Inc. ("Association"), a perpetual non-exclusive easement for ingress, egress, and access over and across the Wall Easement to construct, maintain, or repair the retaining wall, as further stated in the Plat and *Community Declaration of Windsor Island Resort*, recorded in the Official Records of Polk County, Florida, as supplemented from time to time, at Book 11040, Page 1813 ("Covenants"); and

WHEREAS, Owners have constructed a swimming pool and associated pool decking ("Improvements"), which Improvements encroach into a portion of the Wall Easement and the Owners have requested that the District consent to such encroachment by the Improvements; and

WHEREAS, the District has agreed to consent to the ownership, operation, and maintenance of the Improvements within the Wall Easement, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE,** for and in consideration of the mutual covenants and agreements provided herein, and for other valuable and good consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the District and Owners agree as follows:

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

**2. PERMISSION.** The District grants to Owners, and Owners' heirs, successors, assigns and permittees, the right, privilege and permission to own, operate and maintain Improvements subject to the terms of this Agreement.

**3. OWNERS' RESPONSIBILITIES.** Owners shall have the following responsibilities as a condition of the District's consent to Owners' ownership, operation and maintenance of the Improvements in the Wall Easement. Specifically, Owners shall:

- (a) be fully responsible for the operation and maintenance of the Improvements;
- (b) obtain any and all applicable permits and approvals relating to Improvements including, but not limited to, any approvals by the Association pursuant to the Covenants, as well as any other necessary legal interests and approvals. The District does not represent that the District has authority to provide all necessary approvals for the Improvements;
- (c) ensure that the operation and maintenance of the Improvements are conducted in compliance with all applicable laws, including but not limited to, building codes, set-back requirements and other applicable laws, rules, ordinances and codes;
- (d) ensure that the operation and maintenance of the Improvements does not damage any property of the District, or any third-party's property, and, in the event of any such damage, Owners shall immediately repair the damage or compensate the District for such repairs, at the District's option;
- (e) ensure that Owners' exercise of privilege granted hereunder does not interfere with the District's rights under the Covenants;
- (f) ensure that the District has free access to and from the retaining wall, including allowing access through the Improvements, for the District to operate, maintain and repair the same, as needed;
- (g) Operate, maintain and repair the Improvements, in good and working condition;  
and
- (h) keep the Wall Easement free from any materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of the Owners' exercise of rights under this Agreement, and Owners shall immediately discharge any such claim or lien.

**4. REMOVAL AND/OR REPLACEMENT OF IMPROVEMENTS.** The privilege and permission granted herein is given to Owners as an accommodation and is revocable at any time.

Owners acknowledge the legal interest of the District in the Wall Easement described above and agrees never to deny such interest or to interfere in any way with the District's use of the same. Owners shall exercise the privilege granted herein at Owners' own risk, and agrees that Owners shall never claim any damages against the District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. Owners further acknowledge that, with adequate written notice, the District may remove all, or any portion or portions, of the Improvements, at Owners' expense, in order to repair or maintain its retaining wall, including, but not limited to, the wall and any , and that the District is not obligated to re-install the Improvements to its original location and is not responsible for any loss or damage to the Improvements, or its supporting structure as a result of such removal.

**5. INDEMNIFICATION.** Owners hereby agree to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Owners to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Owners as jointly liable parties; however, Owners shall indemnify the District for any and all percentage of fault attributable to Owners for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Owners further agree that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

**6. COVENANTS RUN WITH THE LAND.** This Agreement and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but not limited to, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owners" is used herein, it shall be deemed to mean the current owners of the Property and its successors and assigns. Upon the sale of the Property, the Owners shall advise the subsequent owners of the terms and conditions of this Agreement.

**7. AMENDMENTS.** Except as may be otherwise set forth herein, this Easement Agreement may not be amended or modified in whole or in part except by an instrument in writing executed by the affected parties, and recorded in the Official Records of Polk County, Florida.

**8. SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any

third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**9. ENFORCEMENT.** In the event of any litigation pertaining to this Agreement, the permission herein granted, the rights, duties, obligations or liabilities of the parties hereto, and the enforcement of any rights hereunder or the interpretation of any provision hereof, the substantially prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees, paralegal fees, court costs, and associated expenses from the other party, whether incurred before, during, or after trial, appellate proceedings, settlement, mediation, or negotiations.

**10. APPLICABLE LAW; VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida.

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

*[Signatures on the following pages]*



IN WITNESS WHEREOF, THIS AGREEMENT has been executed by the parties on the date and year first written above:

Signed, sealed and delivered  
in the presence of:

SANDMINE ROAD COMMUNITY  
DEVELOPMENT DISTRICT

Witness:

By: Christopher Wrenn

Eric Baker, Chairman

Witness:

By: Kimberly Clayton

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 3rd day of August, 2021, by Eric Baker, as Chairman of the Sandmine Community Development District, who ☒ is personally known to me or has produced N/A as identification.

Shani-Nichol Charles  
Notary Public



SHANI-NICHOL CHARLES  
Notary Public  
State of Florida  
Comm# HH033277  
Expires 8/17/2024

[SIGNATURES CONTINUE ON NEXT PAGE]

Signed, sealed and delivered  
in the presence of:

Witness:

PULTE HOME COMPANY, LLC

By: Kimberly Clayton

By: CHRISTOPHER WRENTN  
Its: VICE PRESIDENT OF LAND DEVELOPMENT

Witness:

By: Eric Baker

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization this 3rd day of August, 2021, by Christopher Wrentn  
VP of Land Development of the Pulte Home Company, LLC, who ☐ is personally known to me or  
has produced N/A as identification.

Shani-Nichol Charles  
Notary Public



SHANI-NICHOL CHARLES  
Notary Public  
State of Florida  
Comm# HH033277  
Expires 8/17/2024

This instrument was prepared by and  
upon recording should be returned to:

INSTR # 2021205620  
BK 11838 Pgs 0568-0573 PG(s)6  
08/09/2021 10:01:08 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES 52.50

Tucker F. Mackie, Esq.  
119 S. Monroe St., Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314

[space above for recording purposes]

**NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT**

THIS NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT ("Agreement") is executed as of August 3<sup>rd</sup>, 2021, by and between the **SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter, the "District") and **PULTE HOME COMPANY, LLC**, whose mailing address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (hereinafter "Owners," or individually, "Owner").

**WITNESSETH**

**WHEREAS**, Owners currently own a single-family residence on the following real property described as Lot 233, Windsor Island Resort, according to the plat ("Plat") recorded in the Official Records of Polk County, Florida, at Plat Book 178, Page 15-20 ("Property"); and

**WHEREAS**, the Property is encumbered by a centerline 13-foot retaining wall easement ("Wall Easement") as depicted on the Plat, and such Wall Easement dedicated to the District through the Plat; and

**WHEREAS**, the District has been granted, together with the Windsor Island Resort Homeowners Association, Inc. ("Association"), a perpetual non-exclusive easement for ingress, egress, and access over and across the Wall Easement to construct, maintain, or repair the retaining wall, as further stated in the Plat and *Community Declaration of Windsor Island Resort*, recorded in the Official Records of Polk County, Florida, as supplemented from time to time, at Book 11040, Page 1813 ("Covenants"); and

**WHEREAS**, Owners have constructed a swimming pool and associated pool decking ("Improvements"), which Improvements encroach into a portion of the Wall Easement and the Owners have requested that the District consent to such encroachment by the Improvements; and

**WHEREAS**, the District has agreed to consent to the ownership, operation, and maintenance of the Improvements within the Wall Easement, subject to the terms and conditions set forth in this Agreement.

This instrument was prepared by and  
upon recording should be returned to:

Tucker F. Mackie, Esq.  
119 S. Monroe St., Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314

[space above for recording purposes]

**NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT**

THIS NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT ("Agreement") is executed as of August 3<sup>rd</sup>, 2021, by and between the **SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter, the "District") and **PULTE HOME COMPANY, LLC**, whose mailing address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (hereinafter "Owners," or individually, "Owner").

**WITNESSETH**

**WHEREAS**, Owners currently own a single-family residence on the following real property described as Lot 233, Windsor Island Resort, according to the plat ("Plat") recorded in the Official Records of Polk County, Florida, at Plat Book 178, Page 15-20 ("Property"); and

**WHEREAS**, the Property is encumbered by a centerline 13-foot retaining wall easement ("Wall Easement") as depicted on the Plat, and such Wall Easement dedicated to the District through the Plat; and

**WHEREAS**, the District has been granted, together with the Windsor Island Resort Homeowners Association, Inc. ("Association"), a perpetual non-exclusive easement for ingress, egress, and access over and across the Wall Easement to construct, maintain, or repair the retaining wall, as further stated in the Plat and *Community Declaration of Windsor Island Resort*, recorded in the Official Records of Polk County, Florida, as supplemented from time to time, at Book 11040, Page 1813 ("Covenants"); and

**WHEREAS**, Owners have constructed a swimming pool and associated pool decking ("Improvements"), which Improvements encroach into a portion of the Wall Easement and the Owners have requested that the District consent to such encroachment by the Improvements; and

**WHEREAS**, the District has agreed to consent to the ownership, operation, and maintenance of the Improvements within the Wall Easement, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE,** for and in consideration of the mutual covenants and agreements provided herein, and for other valuable and good consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the District and Owners agree as follows:

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

2. **PERMISSION.** The District grants to Owners, and Owners' heirs, successors, assigns and permittees, the right, privilege and permission to own, operate and maintain Improvements subject to the terms of this Agreement.

3. **OWNERS' RESPONSIBILITIES.** Owners shall have the following responsibilities as a condition of the District's consent to Owners' ownership, operation and maintenance of the Improvements in the Wall Easement. Specifically, Owners shall:

- (a) be fully responsible for the operation and maintenance of the Improvements;
- (b) obtain any and all applicable permits and approvals relating to Improvements including, but not limited to, any approvals by the Association pursuant to the Covenants, as well as any other necessary legal interests and approvals. The District does not represent that the District has authority to provide all necessary approvals for the Improvements;
- (c) ensure that the operation and maintenance of the Improvements are conducted in compliance with all applicable laws, including but not limited to, building codes, set-back requirements and other applicable laws, rules, ordinances and codes;
- (d) ensure that the operation and maintenance of the Improvements does not damage any property of the District, or any third-party's property, and, in the event of any such damage, Owners shall immediately repair the damage or compensate the District for such repairs, at the District's option;
- (e) ensure that Owners' exercise of privilege granted hereunder does not interfere with the District's rights under the Covenants;
- (f) ensure that the District has free access to and from the retaining wall, including allowing access through the Improvements, for the District to operate, maintain and repair the same, as needed;
- (g) Operate, maintain and repair the Improvements, in good and working condition; and
- (h) keep the Wall Easement free from any materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of the Owners' exercise of rights under this Agreement, and Owners shall immediately discharge any such claim or lien.

4. **REMOVAL AND/OR REPLACEMENT OF IMPROVEMENTS.** The privilege and permission granted herein is given to Owners as an accommodation and is revocable at any time.

Owners acknowledge the legal interest of the District in the Wall Easement described above and agrees never to deny such interest or to interfere in any way with the District's use of the same. Owners shall exercise the privilege granted herein at Owners' own risk, and agrees that Owners shall never claim any damages against the District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. Owners further acknowledge that, with adequate written notice, the District may remove all, or any portion or portions, of the Improvements, at Owners' expense, in order to repair or maintain its retaining wall, including, but not limited to, the wall and any , and that the District is not obligated to re-install the Improvements to its original location and is not responsible for any loss or damage to the Improvements, or its supporting structure as a result of such removal.

**5. INDEMNIFICATION.** Owners hereby agree to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Owners to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Owners as jointly liable parties; however, Owners shall indemnify the District for any and all percentage of fault attributable to Owners for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Owners further agree that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

**6. COVENANTS RUN WITH THE LAND.** This Agreement and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but not limited to, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owners" is used herein, it shall be deemed to mean the current owners of the Property and its successors and assigns. Upon the sale of the Property, the Owners shall advise the subsequent owners of the terms and conditions of this Agreement.

**7. AMENDMENTS.** Except as may be otherwise set forth herein, this Easement Agreement may not be amended or modified in whole or in part except by an instrument in writing executed by the affected parties, and recorded in the Official Records of Polk County, Florida.

**8. SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any

third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**9. ENFORCEMENT.** In the event of any litigation pertaining to this Agreement, the permission herein granted, the rights, duties, obligations or liabilities of the parties hereto, and the enforcement of any rights hereunder or the interpretation of any provision hereof, the substantially prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees, paralegal fees, court costs, and associated expenses from the other party, whether incurred before, during, or after trial, appellate proceedings, settlement, mediation, or negotiations.

**10. APPLICABLE LAW; VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida.

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

*[Signatures on the following pages]*

IN WITNESS WHEREOF, THIS AGREEMENT has been executed by the parties on the date and year first written above:

Signed, sealed and delivered  
in the presence of:

SANDMINE ROAD COMMUNITY  
DEVELOPMENT DISTRICT

Witness:

By: CHRISTOPHER WHENN

Eric Baker, Chairman

Witness:

By: Kimberly Clayton

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 3rd day of August, 2021, by Eric Baker, as Chairman of the Sandmine Community Development District, who ☒ is personally known to me or has produced N/A as identification.

Shani-Nichol Charles  
Notary Public



SHANI-NICHOL CHARLES  
Notary Public  
State of Florida  
Comm# HH033277  
Expires 8/17/2024

[SIGNATURES CONTINUE ON NEXT PAGE]



Signed, sealed and delivered  
in the presence of:

Witness:

By: Kimberly Clayton  
Kimberly Clayton

PULTE HOME COMPANY, LLC

By: Christopher Wrenn  
Its: VICE PRESIDENT OF LAND DEVELOPMENT

Witness:

By: [Signature]  
Em. Carter

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence,  
or ☐ online notarization this 3rd day of August, 2021, by Christopher Wrenn as  
of the Pulte Home Company, LLC, who ☒ is personally known to me or  
has produced N/A as identification.

[Signature]  
Notary Public



SHANI-NICHOL CHARLES  
Notary Public  
State of Florida  
Comm# HH033277  
Expires 8/17/2024

This instrument was prepared by and  
upon recording should be returned to:

INSTR # 2021205621  
BK 11838 Pgs 0574-0579 PG(s)6  
08/09/2021 10:01:08 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES 52.50

Tucker F. Mackie, Esq.  
119 S. Monroe St., Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314

[space above for recording purposes]

**NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT**

**THIS NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT** ("Agreement") is executed as of August 3rd, 2021, by and between the **SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter, the "District") and **PULTE HOME COMPANY, LLC**, whose mailing address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (hereinafter "Owners," or individually, "Owner").

**WITNESSETH**

**WHEREAS**, Owners currently own a single-family residence on the following real property described as Lot 234, Windsor Island Resort, according to the plat ("Plat") recorded in the Official Records of Polk County, Florida, at Plat Book 178, Page 15-20 ("Property"); and

**WHEREAS**, the Property is encumbered by a centerline 13-foot retaining wall easement ("Wall Easement") as depicted on the Plat, and such Wall Easement dedicated to the District through the Plat; and

**WHEREAS**, the District has been granted, together with the Windsor Island Resort Homeowners Association, Inc. ("Association"), a perpetual non-exclusive easement for ingress, egress, and access over and across the Wall Easement to construct, maintain, or repair the retaining wall, as further stated in the Plat and *Community Declaration of Windsor Island Resort*, recorded in the Official Records of Polk County, Florida, as supplemented from time to time, at Book 11040, Page 1813 ("Covenants"); and

**WHEREAS**, Owners have constructed a swimming pool and associated pool decking ("Improvements"), which Improvements encroach into a portion of the Wall Easement and the Owners have requested that the District consent to such encroachment by the Improvements; and

**WHEREAS**, the District has agreed to consent to the ownership, operation, and maintenance of the Improvements within the Wall Easement, subject to the terms and conditions set forth in this Agreement.

This instrument was prepared by and  
upon recording should be returned to:

Tucker F. Mackie, Esq.  
119 S. Monroe St., Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314

[space above for recording purposes]

**NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT**

THIS NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT ("Agreement") is executed as of August 3rd, 2021, by and between the SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter, the "District") and PULTE HOME COMPANY, LLC, whose mailing address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (hereinafter "Owners," or individually, "Owner").

**WITNESSETH**

WHEREAS, Owners currently own a single-family residence on the following real property described as Lot 234, Windsor Island Resort, according to the plat ("Plat") recorded in the Official Records of Polk County, Florida, at Plat Book 178, Page 15-20 ("Property"); and

WHEREAS, the Property is encumbered by a centerline 13-foot retaining wall easement ("Wall Easement") as depicted on the Plat, and such Wall Easement dedicated to the District through the Plat; and

WHEREAS, the District has been granted, together with the Windsor Island Resort Homeowners Association, Inc. ("Association"), a perpetual non-exclusive easement for ingress, egress, and access over and across the Wall Easement to construct, maintain, or repair the retaining wall, as further stated in the Plat and *Community Declaration of Windsor Island Resort*, recorded in the Official Records of Polk County, Florida, as supplemented from time to time, at Book 11040, Page 1813 ("Covenants"); and

WHEREAS, Owners have constructed a swimming pool and associated pool decking ("Improvements"), which Improvements encroach into a portion of the Wall Easement and the Owners have requested that the District consent to such encroachment by the Improvements; and

WHEREAS, the District has agreed to consent to the ownership, operation, and maintenance of the Improvements within the Wall Easement, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements provided herein, and for other valuable and good consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the District and Owners agree as follows:

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

2. **PERMISSION.** The District grants to Owners, and Owners' heirs, successors, assigns and permittees, the right, privilege and permission to own, operate and maintain Improvements subject to the terms of this Agreement.

3. **OWNERS' RESPONSIBILITIES.** Owners shall have the following responsibilities as a condition of the District's consent to Owners' ownership, operation and maintenance of the Improvements in the Wall Easement. Specifically, Owners shall:

- (a) be fully responsible for the operation and maintenance of the Improvements;
- (b) obtain any and all applicable permits and approvals relating to Improvements including, but not limited to, any approvals by the Association pursuant to the Covenants, as well as any other necessary legal interests and approvals. The District does not represent that the District has authority to provide all necessary approvals for the Improvements;
- (c) ensure that the operation and maintenance of the Improvements are conducted in compliance with all applicable laws, including but not limited to, building codes, set-back requirements and other applicable laws, rules, ordinances and codes;
- (d) ensure that the operation and maintenance of the Improvements does not damage any property of the District, or any third-party's property, and, in the event of any such damage, Owners shall immediately repair the damage or compensate the District for such repairs, at the District's option;
- (e) ensure that Owners' exercise of privilege granted hereunder does not interfere with the District's rights under the Covenants;
- (f) ensure that the District has free access to and from the retaining wall, including allowing access through the Improvements, for the District to operate, maintain and repair the same, as needed;
- (g) Operate, maintain and repair the Improvements, in good and working condition; and
- (h) keep the Wall Easement free from any materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of the Owners' exercise of rights under this Agreement, and Owners shall immediately discharge any such claim or lien.

4. **REMOVAL AND/OR REPLACEMENT OF IMPROVEMENTS.** The privilege and permission granted herein is given to Owners as an accommodation and is revocable at any time.

Owners acknowledge the legal interest of the District in the Wall Easement described above and agrees never to deny such interest or to interfere in any way with the District's use of the same. Owners shall exercise the privilege granted herein at Owners' own risk, and agrees that Owners shall never claim any damages against the District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. Owners further acknowledge that, with adequate written notice, the District may remove all, or any portion or portions, of the Improvements, at Owners' expense, in order to repair or maintain its retaining wall, including, but not limited to, the wall and any , and that the District is not obligated to re-install the Improvements to its original location and is not responsible for any loss or damage to the Improvements, or its supporting structure as a result of such removal.

**5. INDEMNIFICATION.** Owners hereby agree to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Owners to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Owners as jointly liable parties; however, Owners shall indemnify the District for any and all percentage of fault attributable to Owners for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Owners further agree that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

**6. COVENANTS RUN WITH THE LAND.** This Agreement and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but not limited to, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owners" is used herein, it shall be deemed to mean the current owners of the Property and its successors and assigns. Upon the sale of the Property, the Owners shall advise the subsequent owners of the terms and conditions of this Agreement.

**7. AMENDMENTS.** Except as may be otherwise set forth herein, this Easement Agreement may not be amended or modified in whole or in part except by an instrument in writing executed by the affected parties, and recorded in the Official Records of Polk County, Florida.

**8. SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any

third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

9. **ENFORCEMENT.** In the event of any litigation pertaining to this Agreement, the permission herein granted, the rights, duties, obligations or liabilities of the parties hereto, and the enforcement of any rights hereunder or the interpretation of any provision hereof, the substantially prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees, paralegal fees, court costs, and associated expenses from the other party, whether incurred before, during, or after trial, appellate proceedings, settlement, mediation, or negotiations.

10. **APPLICABLE LAW; VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida.

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

*[Signatures on the following pages]*

IN WITNESS WHEREOF, THIS AGREEMENT has been executed by the parties on the date and year first written above:

Signed, sealed and delivered  
in the presence of:

SANDMINE ROAD COMMUNITY  
DEVELOPMENT DISTRICT

Witness:

By: CHRISTOPHER WRENN

Eric Baker, Chairman

Witness:

By: Kimberly Clayton

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 3rd day of August, 2021, by Eric Baker, as Chairman of the Sandmine Community Development District, who ☒ is personally known to me or has produced \_\_\_\_\_ as identification.

Shani-Nichol Charles  
Notary Public



SHANI-NICHOL CHARLES  
Notary Public  
State of Florida  
Comm# HH033277  
Expires 8/17/2024

[SIGNATURES CONTINUE ON NEXT PAGE]

Signed, sealed and delivered  
in the presence of:

Witness:

By: Kimberly Clayton  
Kimberly Clayton

PULTE HOME COMPANY, LLC

By: Christopher W. Wynn  
Its: VICE PRESIDENT OF LAND DEVELOPMENT

Witness:

By: [Signature]  
Em. [Signature]

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization this 31st day of August, 2021, by Christopher Wynn, as  
VP of Land Development of the Pulte Home Company, LLC, who ☒ is personally known to me or  
has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public



SHANI-NICHOL CHARLES  
Notary Public  
State of Florida  
Comm# HH039277  
Expires 8/17/2024



This instrument was prepared by and  
upon recording should be returned to:

INSTR # 2021205622  
BK 11838 Pgs 0580-0585 PG(s)6  
08/09/2021 10:01:08 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES 52.50

Tucker F. Mackie, Esq.  
119 S. Monroe St., Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314

[space above for recording purposes]

**NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT**

**THIS NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT** ("Agreement") is executed as of August 3rd, 2021, by and between the **SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter, the "District") and **PULTE HOME COMPANY, LLC**, whose mailing address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (hereinafter "Owners," or individually, "Owner").

**WITNESSETH**

**WHEREAS**, Owners currently own a single-family residence on the following real property described as Lot 235, Windsor Island Resort, according to the plat ("Plat") recorded in the Official Records of Polk County, Florida, at Plat Book 178, Page 15-20 ("Property"); and

**WHEREAS**, the Property is encumbered by a centerline 13-foot retaining wall easement ("Wall Easement") as depicted on the Plat, and such Wall Easement dedicated to the District through the Plat; and

**WHEREAS**, the District has been granted, together with the Windsor Island Resort Homeowners Association, Inc. ("Association"), a perpetual non-exclusive easement for ingress, egress, and access over and across the Wall Easement to construct, maintain, or repair the retaining wall, as further stated in the Plat and *Community Declaration of Windsor Island Resort*, recorded in the Official Records of Polk County, Florida, as supplemented from time to time, at Book 11040, Page 1813 ("Covenants"); and

**WHEREAS**, Owners have constructed a swimming pool and associated pool decking ("Improvements"), which Improvements encroach into a portion of the Wall Easement and the Owners have requested that the District consent to such encroachment by the Improvements; and

**WHEREAS**, the District has agreed to consent to the ownership, operation, and maintenance of the Improvements within the Wall Easement, subject to the terms and conditions set forth in this Agreement.

This instrument was prepared by and  
upon recording should be returned to:

Tucker F. Mackie, Esq.  
119 S. Monroe St., Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314

[space above for recording purposes]

**NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT**

**THIS NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT** ("Agreement") is executed as of August 3rd, 2021, by and between the **SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter, the "District") and **PULTE HOME COMPANY, LLC**, whose mailing address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (hereinafter "Owners," or individually, "Owner").

**WITNESSETH**

**WHEREAS**, Owners currently own a single-family residence on the following real property described as Lot 235, Windsor Island Resort, according to the plat ("Plat") recorded in the Official Records of Polk County, Florida, at Plat Book 178, Page 15-20 ("Property"); and

**WHEREAS**, the Property is encumbered by a centerline 13-foot retaining wall easement ("Wall Easement") as depicted on the Plat, and such Wall Easement dedicated to the District through the Plat; and

**WHEREAS**, the District has been granted, together with the Windsor Island Resort Homeowners Association, Inc. ("Association"), a perpetual non-exclusive easement for ingress, egress, and access over and across the Wall Easement to construct, maintain, or repair the retaining wall, as further stated in the Plat and *Community Declaration of Windsor Island Resort*, recorded in the Official Records of Polk County, Florida, as supplemented from time to time, at Book 11040, Page 1813 ("Covenants"); and

**WHEREAS**, Owners have constructed a swimming pool and associated pool decking ("Improvements"), which Improvements encroach into a portion of the Wall Easement and the Owners have requested that the District consent to such encroachment by the Improvements; and

**WHEREAS**, the District has agreed to consent to the ownership, operation, and maintenance of the Improvements within the Wall Easement, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE,** for and in consideration of the mutual covenants and agreements provided herein, and for other valuable and good consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the District and Owners agree as follows:

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

**2. PERMISSION.** The District grants to Owners, and Owners' heirs, successors, assigns and permittees, the right, privilege and permission to own, operate and maintain Improvements subject to the terms of this Agreement.

**3. OWNERS' RESPONSIBILITIES.** Owners shall have the following responsibilities as a condition of the District's consent to Owners' ownership, operation and maintenance of the Improvements in the Wall Easement. Specifically, Owners shall:

- (a) be fully responsible for the operation and maintenance of the Improvements;
- (b) obtain any and all applicable permits and approvals relating to Improvements including, but not limited to, any approvals by the Association pursuant to the Covenants, as well as any other necessary legal interests and approvals. The District does not represent that the District has authority to provide all necessary approvals for the Improvements;
- (c) ensure that the operation and maintenance of the Improvements are conducted in compliance with all applicable laws, including but not limited to, building codes, set-back requirements and other applicable laws, rules, ordinances and codes;
- (d) ensure that the operation and maintenance of the Improvements does not damage any property of the District, or any third-party's property, and, in the event of any such damage, Owners shall immediately repair the damage or compensate the District for such repairs, at the District's option;
- (e) ensure that Owners' exercise of privilege granted hereunder does not interfere with the District's rights under the Covenants;
- (f) ensure that the District has free access to and from the retaining wall, including allowing access through the Improvements, for the District to operate, maintain and repair the same, as needed;
- (g) Operate, maintain and repair the Improvements, in good and working condition; and
- (h) keep the Wall Easement free from any materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of the Owners' exercise of rights under this Agreement, and Owners shall immediately discharge any such claim or lien.

**4. REMOVAL AND/OR REPLACEMENT OF IMPROVEMENTS.** The privilege and permission granted herein is given to Owners as an accommodation and is revocable at any time.

Owners acknowledge the legal interest of the District in the Wall Easement described above and agrees never to deny such interest or to interfere in any way with the District's use of the same. Owners shall exercise the privilege granted herein at Owners' own risk, and agrees that Owners shall never claim any damages against the District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. Owners further acknowledge that, with adequate written notice, the District may remove all, or any portion or portions, of the Improvements, at Owners' expense, in order to repair or maintain its retaining wall, including, but not limited to, the wall and any , and that the District is not obligated to re-install the Improvements to its original location and is not responsible for any loss or damage to the Improvements, or its supporting structure as a result of such removal.

**5. INDEMNIFICATION.** Owners hereby agree to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Owners to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Owners as jointly liable parties; however, Owners shall indemnify the District for any and all percentage of fault attributable to Owners for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Owners further agree that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

**6. COVENANTS RUN WITH THE LAND.** This Agreement and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but not limited to, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owners" is used herein, it shall be deemed to mean the current owners of the Property and its successors and assigns. Upon the sale of the Property, the Owners shall advise the subsequent owners of the terms and conditions of this Agreement.

**7. AMENDMENTS.** Except as may be otherwise set forth herein, this Easement Agreement may not be amended or modified in whole or in part except by an instrument in writing executed by the affected parties, and recorded in the Official Records of Polk County, Florida.

**8. SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any

third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**9. ENFORCEMENT.** In the event of any litigation pertaining to this Agreement, the permission herein granted, the rights, duties, obligations or liabilities of the parties hereto, and the enforcement of any rights hereunder or the interpretation of any provision hereof, the substantially prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees, paralegal fees, court costs, and associated expenses from the other party, whether incurred before, during, or after trial, appellate proceedings, settlement, mediation, or negotiations.

**10. APPLICABLE LAW; VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida.

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

*[Signatures on the following pages]*

IN WITNESS WHEREOF, THIS AGREEMENT has been executed by the parties on the date and year first written above:

Signed, sealed and delivered  
in the presence of:

SANDMINE ROAD COMMUNITY  
DEVELOPMENT DISTRICT

Witness:

Ch...  
By: CHRISTOPHER WILSON

Eric Baker  
Eric Baker, Chairman

Witness:

Kimberly Clayton  
By: Kimberly Clayton

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 31<sup>st</sup> day of August, 2021, by Eric Baker, as Chairman of the Sandmine Community Development District, who ☒ is personally known to me or has produced N/A as identification.

[Signature]  
Notary Public



SHANI-NICHOL CHARLES  
Notary Public  
State of Florida  
Comm# HH033277  
Expires 8/17/2024

[SIGNATURES CONTINUE ON NEXT PAGE]

Signed, sealed and delivered  
in the presence of:

Witness:

By: Kimberly Clayton

PULTE HOME COMPANY, LLC

By: CHRISTOPHER WRENN  
Its: VICE PRESIDENT OF LAND DEVELOPMENT


Witness:

By: Earl B. B. B.

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization, this 31st day of August, 2021, by Christopher Wrenn, as  
Vice President of Land Development of the Pulte Home Company, LLC, who ☒ is personally known to me or  
has produced N/A as identification.

[Signature]  
Notary Public

 **SHANI-NICHOL CHARLES**  
Notary Public  
State of Florida  
Comm# HH033277  
Expires 8/17/2024

INSTR # 2021205623  
BK 11838 Pgs 0586-0591 PG(s)6  
08/09/2021 10:01:08 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES 52.50

This instrument was prepared by and  
upon recording should be returned to:

Tucker F. Mackie, Esq.  
119 S. Monroe St., Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314

[space above for recording purposes]

**NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT**

**THIS NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT** ("Agreement") is executed as of August 3rd, 2021, by and between the **SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter, the "District") and **PULTE HOME COMPANY, LLC**, whose mailing address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (hereinafter "Owners," or individually, "Owner").

**WITNESSETH**

**WHEREAS**, Owners currently own a single-family residence on the following real property described as Lot 236, Windsor Island Resort, according to the plat ("Plat") recorded in the Official Records of Polk County, Florida, at Plat Book 178, Page 15-20 ("Property"); and

**WHEREAS**, the Property is encumbered by a centerline 13-foot retaining wall easement ("Wall Easement") as depicted on the Plat, and such Wall Easement dedicated to the District through the Plat; and

**WHEREAS**, the District has been granted, together with the Windsor Island Resort Homeowners Association, Inc. ("Association"), a perpetual non-exclusive easement for ingress, egress, and access over and across the Wall Easement to construct, maintain, or repair the retaining wall, as further stated in the Plat and *Community Declaration of Windsor Island Resort*, recorded in the Official Records of Polk County, Florida, as supplemented from time to time, at Book 11040, Page 1813 ("Covenants"); and

**WHEREAS**, Owners have constructed a swimming pool and associated pool decking ("Improvements"), which Improvements encroach into a portion of the Wall Easement and the Owners have requested that the District consent to such encroachment by the Improvements; and

**WHEREAS**, the District has agreed to consent to the ownership, operation, and maintenance of the Improvements within the Wall Easement, subject to the terms and conditions set forth in this Agreement.



This instrument was prepared by and  
upon recording should be returned to:

Tucker F. Mackie, Esq.  
119 S. Monroe St., Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314

[space above for recording purposes]

**NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT**

THIS NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT ("Agreement") is executed as of August 3<sup>rd</sup>, 2021, by and between the **SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter, the "District") and **PULTE HOME COMPANY, LLC**, whose mailing address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (hereinafter "Owners," or individually, "Owner").

**WITNESSETH**

**WHEREAS**, Owners currently own a single-family residence on the following real property described as Lot 236, Windsor Island Resort, according to the plat ("Plat") recorded in the Official Records of Polk County, Florida, at Plat Book 178, Page 15-20 ("Property"); and

**WHEREAS**, the Property is encumbered by a centerline 13-foot retaining wall easement ("Wall Easement") as depicted on the Plat, and such Wall Easement dedicated to the District through the Plat; and

**WHEREAS**, the District has been granted, together with the Windsor Island Resort Homeowners Association, Inc. ("Association"), a perpetual non-exclusive easement for ingress, egress, and access over and across the Wall Easement to construct, maintain, or repair the retaining wall, as further stated in the Plat and *Community Declaration of Windsor Island Resort*, recorded in the Official Records of Polk County, Florida, as supplemented from time to time, at Book 11040, Page 1813 ("Covenants"); and

**WHEREAS**, Owners have constructed a swimming pool and associated pool decking ("Improvements"), which Improvements encroach into a portion of the Wall Easement and the Owners have requested that the District consent to such encroachment by the Improvements; and

**WHEREAS**, the District has agreed to consent to the ownership, operation, and maintenance of the Improvements within the Wall Easement, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE,** for and in consideration of the mutual covenants and agreements provided herein, and for other valuable and good consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the District and Owners agree as follows:

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

**2. PERMISSION.** The District grants to Owners, and Owners' heirs, successors, assigns and permittees, the right, privilege and permission to own, operate and maintain Improvements subject to the terms of this Agreement.

**3. OWNERS' RESPONSIBILITIES.** Owners shall have the following responsibilities as a condition of the District's consent to Owners' ownership, operation and maintenance of the Improvements in the Wall Easement. Specifically, Owners shall:

- (a) be fully responsible for the operation and maintenance of the Improvements;
- (b) obtain any and all applicable permits and approvals relating to Improvements including, but not limited to, any approvals by the Association pursuant to the Covenants, as well as any other necessary legal interests and approvals. The District does not represent that the District has authority to provide all necessary approvals for the Improvements;
- (c) ensure that the operation and maintenance of the Improvements are conducted in compliance with all applicable laws, including but not limited to, building codes, set-back requirements and other applicable laws, rules, ordinances and codes;
- (d) ensure that the operation and maintenance of the Improvements does not damage any property of the District, or any third-party's property, and, in the event of any such damage, Owners shall immediately repair the damage or compensate the District for such repairs, at the District's option;
- (e) ensure that Owners' exercise of privilege granted hereunder does not interfere with the District's rights under the Covenants;
- (f) ensure that the District has free access to and from the retaining wall, including allowing access through the Improvements, for the District to operate, maintain and repair the same, as needed;
- (g) Operate, maintain and repair the Improvements, in good and working condition; and
- (h) keep the Wall Easement free from any materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of the Owners' exercise of rights under this Agreement, and Owners shall immediately discharge any such claim or lien.

**4. REMOVAL AND/OR REPLACEMENT OF IMPROVEMENTS.** The privilege and permission granted herein is given to Owners as an accommodation and is revocable at any time.

Owners acknowledge the legal interest of the District in the Wall Easement described above and agrees never to deny such interest or to interfere in any way with the District's use of the same. Owners shall exercise the privilege granted herein at Owners' own risk, and agrees that Owners shall never claim any damages against the District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. Owners further acknowledge that, with adequate written notice, the District may remove all, or any portion or portions, of the Improvements, at Owners' expense, in order to repair or maintain its retaining wall, including, but not limited to, the wall and any , and that the District is not obligated to re-install the Improvements to its original location and is not responsible for any loss or damage to the Improvements, or its supporting structure as a result of such removal.

**5. INDEMNIFICATION.** Owners hereby agree to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Owners to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Owners as jointly liable parties; however, Owners shall indemnify the District for any and all percentage of fault attributable to Owners for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Owners further agree that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

**6. COVENANTS RUN WITH THE LAND.** This Agreement and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but not limited to, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owners" is used herein, it shall be deemed to mean the current owners of the Property and its successors and assigns. Upon the sale of the Property, the Owners shall advise the subsequent owners of the terms and conditions of this Agreement.

**7. AMENDMENTS.** Except as may be otherwise set forth herein, this Easement Agreement may not be amended or modified in whole or in part except by an instrument in writing executed by the affected parties, and recorded in the Official Records of Polk County, Florida.

**8. SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any

third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

9. **ENFORCEMENT.** In the event of any litigation pertaining to this Agreement, the permission herein granted, the rights, duties, obligations or liabilities of the parties hereto, and the enforcement of any rights hereunder or the interpretation of any provision hereof, the substantially prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees, paralegal fees, court costs, and associated expenses from the other party, whether incurred before, during, or after trial, appellate proceedings, settlement, mediation, or negotiations.

10. **APPLICABLE LAW; VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida.

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

*[Signatures on the following pages]*

IN WITNESS WHEREOF, THIS AGREEMENT has been executed by the parties on the date and year first written above:

Signed, sealed and delivered  
in the presence of:


SANDMINE ROAD COMMUNITY  
DEVELOPMENT DISTRICT

Witness:

  
By: CHRISTOPHER WARREN

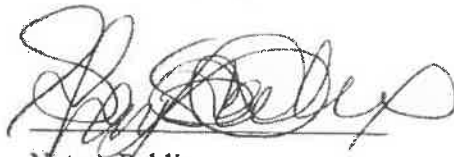
  
Eric Baker, Chairman

Witness:

  
By: KIMBERLY CLAYTON

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization this 3rd day of August, 2021, by Eric Baker, as Chairman of  
the Sandmine Community Development District, who ☒ is personally known to me or has  
produced N/A as identification.

  
Notary Public



SHANI-NICHOL CHARLES  
Notary Public  
State of Florida  
Comm# HH033277  
Expires 8/17/2024

[SIGNATURES CONTINUE ON NEXT PAGE]

Signed, sealed and delivered  
in the presence of:

Witness:

By: Kimberly Clayton  
Kimberly Clayton

PULTE HOME COMPANY, LLC

By: CHRISTOPHER WILKINSON  
Its: VICE PRESIDENT OF LAND DEVELOPMENT

Witness:

By: Eve Baker  
Eve Baker

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization, this 31st day of August, 2021, by Christopher Wilkin as  
Vice President of the Pulte Home Company, LLC, who ☐ is personally known to me or  
has produced \_\_\_\_\_ as identification.

Shani-Nichol Charles  
Notary Public



SHANI-NICHOL CHARLES  
Notary Public  
State of Florida  
Comm# HH033277  
Expires 8/17/2024

This instrument was prepared by and upon recording should be returned to:

INSTR # 2021205624  
BK 11838 Pgs 0592-0597 PG(s)6  
08/09/2021 10:01:08 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES 52.50

Tucker F. Mackie, Esq.  
119 S. Monroe St., Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314

[space above for recording purposes]

**NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT**

THIS NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT ("Agreement") is executed as of August 3<sup>rd</sup>, 2021, by and between the **SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter, the "District") and **PULTE HOME COMPANY, LLC**, whose mailing address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (hereinafter "Owners," or individually, "Owner").

**WITNESSETH**

**WHEREAS**, Owners currently own a single-family residence on the following real property described as Lot 237, Windsor Island Resort, according to the plat ("Plat") recorded in the Official Records of Polk County, Florida, at Plat Book 178, Page 15-20 ("Property"); and

**WHEREAS**, the Property is encumbered by a centerline 13-foot retaining wall easement ("Wall Easement") as depicted on the Plat, and such Wall Easement dedicated to the District through the Plat; and

**WHEREAS**, the District has been granted, together with the Windsor Island Resort Homeowners Association, Inc. ("Association"), a perpetual non-exclusive easement for ingress, egress, and access over and across the Wall Easement to construct, maintain, or repair the retaining wall, as further stated in the Plat and *Community Declaration of Windsor Island Resort*, recorded in the Official Records of Polk County, Florida, as supplemented from time to time, at Book 11040, Page 1813 ("Covenants"); and

**WHEREAS**, Owners have constructed a swimming pool and associated pool decking ("Improvements"), which Improvements encroach into a portion of the Wall Easement and the Owners have requested that the District consent to such encroachment by the Improvements; and

**WHEREAS**, the District has agreed to consent to the ownership, operation, and maintenance of the Improvements within the Wall Easement, subject to the terms and conditions set forth in this Agreement.

This instrument was prepared by and  
upon recording should be returned to:

Tucker F. Mackie, Esq.  
119 S. Monroe St., Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314

[space above for recording purposes]

**NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT**

THIS NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT ("Agreement") is executed as of August 3-1, 2021, by and between the **SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter, the "District") and **PULTE HOME COMPANY, LLC**, whose mailing address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (hereinafter "Owners," or individually, "Owner").

**WITNESSETH**

**WHEREAS**, Owners currently own a single-family residence on the following real property described as Lot 237, Windsor Island Resort, according to the plat ("Plat") recorded in the Official Records of Polk County, Florida, at Plat Book 178, Page 15-20 ("Property"); and

**WHEREAS**, the Property is encumbered by a centerline 13-foot retaining wall easement ("Wall Easement") as depicted on the Plat, and such Wall Easement dedicated to the District through the Plat; and

**WHEREAS**, the District has been granted, together with the Windsor Island Resort Homeowners Association, Inc. ("Association"), a perpetual non-exclusive easement for ingress, egress, and access over and across the Wall Easement to construct, maintain, or repair the retaining wall, as further stated in the Plat and *Community Declaration of Windsor Island Resort*, recorded in the Official Records of Polk County, Florida, as supplemented from time to time, at Book 11040, Page 1813 ("Covenants"); and

**WHEREAS**, Owners have constructed a swimming pool and associated pool decking ("Improvements"), which Improvements encroach into a portion of the Wall Easement and the Owners have requested that the District consent to such encroachment by the Improvements; and

**WHEREAS**, the District has agreed to consent to the ownership, operation, and maintenance of the Improvements within the Wall Easement, subject to the terms and conditions set forth in this Agreement.



**NOW, THEREFORE,** for and in consideration of the mutual covenants and agreements provided herein, and for other valuable and good consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the District and Owners agree as follows:

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

**2. PERMISSION.** The District grants to Owners, and Owners' heirs, successors, assigns and permittees, the right, privilege and permission to own, operate and maintain Improvements subject to the terms of this Agreement.

**3. OWNERS' RESPONSIBILITIES.** Owners shall have the following responsibilities as a condition of the District's consent to Owners' ownership, operation and maintenance of the Improvements in the Wall Easement. Specifically, Owners shall:

- (a) be fully responsible for the operation and maintenance of the Improvements;
- (b) obtain any and all applicable permits and approvals relating to Improvements including, but not limited to, any approvals by the Association pursuant to the Covenants, as well as any other necessary legal interests and approvals. The District does not represent that the District has authority to provide all necessary approvals for the Improvements;
- (c) ensure that the operation and maintenance of the Improvements are conducted in compliance with all applicable laws, including but not limited to, building codes, set-back requirements and other applicable laws, rules, ordinances and codes;
- (d) ensure that the operation and maintenance of the Improvements does not damage any property of the District, or any third-party's property, and, in the event of any such damage, Owners shall immediately repair the damage or compensate the District for such repairs, at the District's option;
- (e) ensure that Owners' exercise of privilege granted hereunder does not interfere with the District's rights under the Covenants;
- (f) ensure that the District has free access to and from the retaining wall, including allowing access through the Improvements, for the District to operate, maintain and repair the same, as needed;
- (g) Operate, maintain and repair the Improvements, in good and working condition; and
- (h) keep the Wall Easement free from any materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of the Owners' exercise of rights under this Agreement, and Owners shall immediately discharge any such claim or lien.

**4. REMOVAL AND/OR REPLACEMENT OF IMPROVEMENTS.** The privilege and permission granted herein is given to Owners as an accommodation and is revocable at any time.

Owners acknowledge the legal interest of the District in the Wall Easement described above and agrees never to deny such interest or to interfere in any way with the District's use of the same. Owners shall exercise the privilege granted herein at Owners' own risk, and agrees that Owners shall never claim any damages against the District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. Owners further acknowledge that, with adequate written notice, the District may remove all, or any portion or portions, of the Improvements, at Owners' expense, in order to repair or maintain its retaining wall, including, but not limited to, the wall and any , and that the District is not obligated to re-install the Improvements to its original location and is not responsible for any loss or damage to the Improvements, or its supporting structure as a result of such removal.

**5. INDEMNIFICATION.** Owners hereby agree to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Owners to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Owners as jointly liable parties; however, Owners shall indemnify the District for any and all percentage of fault attributable to Owners for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Owners further agree that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

**6. COVENANTS RUN WITH THE LAND.** This Agreement and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but not limited to, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owners" is used herein, it shall be deemed to mean the current owners of the Property and its successors and assigns. Upon the sale of the Property, the Owners shall advise the subsequent owners of the terms and conditions of this Agreement.

**7. AMENDMENTS.** Except as may be otherwise set forth herein, this Easement Agreement may not be amended or modified in whole or in part except by an instrument in writing executed by the affected parties, and recorded in the Official Records of Polk County, Florida.

**8. SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any

third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**9. ENFORCEMENT.** In the event of any litigation pertaining to this Agreement, the permission herein granted, the rights, duties, obligations or liabilities of the parties hereto, and the enforcement of any rights hereunder or the interpretation of any provision hereof, the substantially prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees, paralegal fees, court costs, and associated expenses from the other party, whether incurred before, during, or after trial, appellate proceedings, settlement, mediation, or negotiations.

**10. APPLICABLE LAW; VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida.

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

*[Signatures on the following pages]*

IN WITNESS WHEREOF, THIS AGREEMENT has been executed by the parties on the date and year first written above:

Signed, sealed and delivered  
in the presence of:

SANDMINE ROAD COMMUNITY  
DEVELOPMENT DISTRICT

Witness:

By: Christopher Wilkerson

Eric Baker  
Eric Baker, Chairman

Witness:

By: Kimberly Clayton

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 3rd day of August, 2021, by Eric Baker, as Chairman of the Sandmine Community Development District, who ☒ is personally known to me or has produced N/A as identification.

Shani-Nichol Charles  
Notary Public



SHANI-NICHOL CHARLES  
Notary Public  
State of Florida  
Comm# HH033277  
Expires 8/17/2024

[SIGNATURES CONTINUE ON NEXT PAGE]

Signed, sealed and delivered  
in the presence of:

Witness:

By: Kimberly Clayton  
Kimberly Clayton

PULTE HOME COMPANY, LLC

By: CHRISTOPHER WRENN  
Its: VICE PRESIDENT OF LAND DEVELOPMENT

Witness:

By: Em Baker

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization, this 3rd day of AUGUST, 2021, by Christopher Wrenn, as  
Vice President of the Pulte Home Company, LLC, who ☒ is personally known to me or  
has produced N/A as identification.

Shani-Nichol Charles  
Notary Public



SHANI-NICHOL CHARLES  
Notary Public  
State of Florida  
Comm# HH033277  
Expires 8/17/2024

## SECTION IX

# SECTION C

# SECTION 1



***Sandmine Road***  
***Community Development District***

***Unaudited Financial Reporting***  
***June 30, 2021***



# TABLE OF CONTENTS

1	<u>BALANCE SHEET</u>
2	<u>GENERAL FUND</u>
3	<u>DEBT SERVICE FUND SERIES 2020</u>
4	<u>CAPITAL PROJECTS FUND SERIES 2020</u>
5	<u>MONTH TO MONTH</u>
6	<u>LONG TERM DEBT SUMMARY</u>
7	<u>CONSTRUCTION SCHEDULE SERIES 2020</u>

**Sandmine Road**  
Community Development District  
**Combined Balance Sheet**  
June 30, 2021

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Total Governmental Funds</i>
<b>Assets:</b>				
Cash	\$ 4,469	\$ -	\$ -	\$ 4,469
Due From Developer	\$ 20,652	\$ -	\$ -	\$ 20,652
<b>Series 2020</b>				
Reserve	\$ -	\$ 181,859	\$ -	\$ 181,859
Revenue	\$ -	\$ 117,843	\$ -	\$ 117,843
Construction	\$ -	\$ -	\$ 2,025,739	\$ 2,025,739
<b>Total Assets</b>	<b>\$ 25,121</b>	<b>\$ 299,703</b>	<b>\$ 2,025,739</b>	<b>\$ 2,350,563</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 27,582	\$ -	\$ -	\$ 27,582
<b>Total Liabilities</b>	<b>\$ 27,582</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 27,582</b>
<b>Fund Balances:</b>				
Unassigned	\$ (2,462)	\$ -	\$ -	\$ (2,462)
Assigned for Debt Service 2020	\$ -	\$ 299,703	\$ -	\$ 299,703
Assigned for Capital Projects 2020	\$ -	\$ -	\$ 2,025,739	\$ 2,025,739
<b>Total Fund Balances</b>	<b>\$ (2,462)</b>	<b>\$ 299,703</b>	<b>\$ 2,025,739</b>	<b>\$ 2,322,980</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 25,121</b>	<b>\$ 299,703</b>	<b>\$ 2,025,739</b>	<b>\$ 2,350,563</b>

**Sandmine Road**  
Community Development District  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
For The Period Ending June 30, 2021

	Adopted Budget	Prorated Budget Thru 06/30/21	Actual Thru 06/30/21	Variance
<b>Revenues</b>				
Developer Contributions	\$ 104,218	\$ 62,386	\$ 62,386	\$ -
<b>Total Revenues</b>	<b>\$ 104,218</b>	<b>\$ 62,386</b>	<b>\$ 62,386</b>	<b>\$ -</b>
<b>Expenditures:</b>				
<b><u>General &amp; Administrative:</u></b>				
Supervisor Fees	\$ 12,000	\$ 9,000	\$ -	\$ 9,000
FICA Expense	\$ 918	\$ 689	\$ -	\$ 689
Engineering	\$ 12,000	\$ 9,000	\$ 1,768	\$ 7,233
Dissemination Fees	\$ -	\$ -	\$ 2,625	\$ (2,625)
Attorney	\$ 25,000	\$ 18,750	\$ 9,987	\$ 8,763
Annual Audit	\$ 3,500	\$ 3,500	\$ 3,175	\$ 325
Management Fees	\$ 35,000	\$ 26,250	\$ 26,250	\$ (0)
Information Technology	\$ 1,200	\$ 900	\$ 900	\$ -
Telephone	\$ 300	\$ 225	\$ -	\$ 225
Postage	\$ 1,000	\$ 750	\$ 93	\$ 657
Printing & Binding	\$ 1,000	\$ 750	\$ 202	\$ 548
Office Supplies	\$ 625	\$ 469	\$ 48	\$ 420
Insurance	\$ 5,500	\$ 5,500	\$ 5,000	\$ 500
Legal Advertising	\$ 5,000	\$ 3,750	\$ 1,116	\$ 2,635
Other Current Charges	\$ 1,000	\$ 750	\$ 8	\$ 742
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Total General &amp; Administrative:</b>	<b>\$ 104,218</b>	<b>\$ 80,457</b>	<b>\$ 51,347</b>	<b>\$ 29,110</b>
<b><u>General &amp; Administrative:</u></b>				
Landscape Maintenance	\$ -	\$ -	\$ 13,800	\$ (13,800)
Irrigation Repairs	\$ -	\$ -	\$ 340	\$ (340)
Fountain Maintenance	\$ -	\$ -	\$ 1,600	\$ (1,600)
Pressure Washing	\$ -	\$ -	\$ 1,100	\$ (1,100)
<b>Total Field Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,840</b>	<b>\$ (16,840)</b>
<b>Total Expenditures</b>	<b>\$ 104,218</b>	<b>\$ 80,457</b>	<b>\$ 68,187</b>	<b>\$ 12,270</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (5,801)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,339</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (2,462)</b>	

**Sandmine Road**  
Community Development District  
**Debt Service Fund Series 2020**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
For The Period Ending June 30, 2021

	Adopted Budget	Prorated Budget Thru 06/30/21	Actual Thru 06/30/21	Variance
<b>Revenues</b>				
Special Assessments	\$ 363,719	\$ 363,719	\$ 363,719	\$ (0)
Interest	\$ -	\$ -	\$ 14	\$ 14
<b>Total Revenues</b>	<b>\$ 363,719</b>	<b>\$ 363,719</b>	<b>\$ 363,733</b>	<b>\$ 14</b>
<b>Expenditures:</b>				
<b>Series 2020</b>				
Interest - 11/1	\$ 39,271	\$ 39,271	\$ 39,271	\$ -
Principal - 05/1	\$ 130,000	\$ 130,000	\$ 130,000	\$ -
Interest - 05/1	\$ 115,881	\$ 115,881	\$ 115,881	\$ -
<b>Total Expenditures</b>	<b>\$ 285,152</b>	<b>\$ 285,152</b>	<b>\$ 285,152</b>	<b>\$ -</b>
<b>Other Sources/(Uses)</b>				
Transfer in/Out	\$ -	\$ -	\$ (8)	\$ (8)
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (8)</b>	<b>\$ (8)</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 78,567</b>		<b>\$ 78,572</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 39,271</b>		<b>\$ 221,130</b>	
<b>Fund Balance - Ending</b>	<b>\$ 117,838</b>		<b>\$ 299,703</b>	

**Sandmine Road**  
**Community Development District**  
**Capital Projects Fund Series 2020**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
For The Period Ending June 30, 2021

	Adopted Budget	Prorated Budget Thru 06/30/21	Actual Thru 06/30/21	Variance
<b>Revenues</b>				
Interest	\$ -	\$ -	\$ 105	\$ 105
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 105</b>	<b>\$ 105</b>
<b>Expenditures:</b>				
Capital Outlay - Construction	\$ -	\$ -	\$ 626,825	\$ (626,825)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 626,825</b>	<b>\$ (626,825)</b>
<b>Other Financing Sources/(Uses)</b>				
Transfer In/Out	\$ -	\$ -	\$ 8	\$ 8
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8</b>	<b>\$ 8</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (626,712)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,652,451</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,025,739</b>	

**Sandmine Road**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b>Revenues</b>													
Developer Contributions	\$ 8,495	\$ -	\$ -	\$ -	\$ 19,364	\$ -	\$ 13,875	\$ -	\$ 20,652	\$ -	\$ -	\$ -	\$ 62,386
<b>Total Revenues</b>	<b>\$ 8,495</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 19,364</b>	<b>\$ -</b>	<b>\$ 13,875</b>	<b>\$ -</b>	<b>\$ 20,652</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 62,386</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PICA Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,768	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,768
Dissemination Fees	\$ 292	\$ 292	\$ 292	\$ 292	\$ 292	\$ 292	\$ 292	\$ 292	\$ 292	\$ -	\$ -	\$ -	\$ 2,625
Attorney	\$ 732	\$ 706	\$ 2,324	\$ 2,112	\$ 1,610	\$ 377	\$ 1,122	\$ 1,006	\$ -	\$ -	\$ -	\$ -	\$ 9,987
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,175	\$ -	\$ -	\$ -	\$ 3,175
Management Fees	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ -	\$ -	\$ -	\$ 26,250
Information Technology	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ 900
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 6	\$ 44	\$ 15	\$ 1	\$ 14	\$ 2	\$ 7	\$ 1	\$ 4	\$ -	\$ -	\$ -	\$ 93
Printing & Binding	\$ 6	\$ 3	\$ -	\$ -	\$ 38	\$ 45	\$ -	\$ 40	\$ 70	\$ -	\$ -	\$ -	\$ 202
Office Supplies	\$ 0	\$ 3	\$ -	\$ 0	\$ 15	\$ 15	\$ -	\$ 0	\$ 15	\$ -	\$ -	\$ -	\$ 48
Insurance	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Legal Advertising	\$ 1,099	\$ -	\$ -	\$ -	\$ 16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,116
Other Current Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8	\$ -	\$ -	\$ -	\$ 8
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
<b>Total General &amp; Administrative</b>	<b>\$ 10,326</b>	<b>\$ 4,064</b>	<b>\$ 5,647</b>	<b>\$ 5,421</b>	<b>\$ 5,002</b>	<b>\$ 5,515</b>	<b>\$ 4,437</b>	<b>\$ 4,355</b>	<b>\$ 6,580</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 51,347</b>
<b>Field Expenditures</b>													
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,450	\$ 3,450	\$ 3,450	\$ 3,450	\$ -	\$ -	\$ -	\$ 13,800
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 340	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 340
Fountain Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400	\$ 400	\$ 400	\$ 400	\$ -	\$ -	\$ -	\$ 1,600
Pressure Washing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,100
<b>Total Field Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,450</b>	<b>\$ 3,450</b>	<b>\$ 3,450</b>	<b>\$ 3,450</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,840</b>
<b>Total Expenditures</b>	<b>\$ 10,326</b>	<b>\$ 4,064</b>	<b>\$ 5,647</b>	<b>\$ 5,421</b>	<b>\$ 5,002</b>	<b>\$ 8,965</b>	<b>\$ 7,887</b>	<b>\$ 7,805</b>	<b>\$ 10,030</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 68,187</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (1,831)</b>	<b>\$ (4,064)</b>	<b>\$ (5,647)</b>	<b>\$ (5,421)</b>	<b>\$ (4,362)</b>	<b>\$ (8,965)</b>	<b>\$ 5,988</b>	<b>\$ (7,805)</b>	<b>\$ 10,622</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (5,801)</b>

**Sandmine Road**  
**Community Development District**  
**Long Term Debt Report**

<b>SERIES 2020, SPECIAL ASSESSMENT BONDS</b>		
INTEREST RATES:	2.625%, 3.125%, 3.625%, 3.750%	
MATURITY DATE:	5/1/2050	
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$181,859	
RESERVE FUND BALANCE	\$181,859	
BONDS OUTSTANDING - 8/31/20		\$6,590,000
PRINCIPAL PAYMENT - 5/1/21		(\$130,000)
<b>CURRENT BONDS OUTSTANDING</b>		<b>\$6,460,000</b>



## Sandmine Road

Community Development District

Special Assessment Bonds, Series 2020

Date	Requisition #	Contractor	Description	Requisition
<b>Fiscal Year 2020</b>				
4/16/20	1	PULTE HOMES	PHASE 1 ONSITE IMPROVEMENTS	\$ 3,352,115.98
		<b>TOTAL</b>		<b>\$ 3,352,115.98</b>
<b>Fiscal Year 2020</b>				
9/30/20		Interest		\$ 0.44
9/30/20		Transfer from Reserve		\$ 0.03
		<b>TOTAL</b>		<b>\$ 0.47</b>
		Project (Construction) Fund at 09/30/19		\$ 6,004,566.75
		Interest Earned thru 09/30/20		\$ 0.47
		Requisitions Paid thru 09/30/20		\$ (3,352,115.98)
		<b>Remaining Project (Construction) Fund</b>		<b>\$ 2,652,451.24</b>

Date	Requisition #	Contractor	Description	Requisition
<b>Fiscal Year 2021</b>				
10/1/20	2	Hopping Green & Sams	Invoice # 116205 - Project Construction Services thru 06/30/20	\$ 2,035.90
10/16/20	3	Hopping Green & Sams	Invoice #117447 - Project Construction Services thru 08/31/20	\$ 2,993.57
12/21/20	4	PULTE HOMES	PHASE 1 ONSITE IMPROVEMENTS	\$ 615,505.95
2/22/21	5	Hopping Green & Sams	Invoice # 120158,116814, 118116, 118930 & 119488 - Project Construction Services thru 02/28/21	\$ 6,313.96
TBP	6	Greenberg Traurig	Post closing Costs for Sandmine Road CDD	\$ 155.15
TBP	7	Hopping Green & Sams	Invoice # 121495 - Project Construction for February 2021	\$ 903.20
TBP	8	Osceola Engineering Incorporated	Invoice # 9794 - CDD Engineering Services thru February 2021	\$ 2,537.50
TBP	9	Hopping Green & Sams	Invoice # 122203 - Project Construction for March 2021	\$ 320.00
TBP	10	Pulte Home Company	Project Construction Phase 1 Polk County Utilities	\$ 2,021,834.25
		<b>TOTAL</b>		<b>\$ 2,652,599.48</b>

<b>Fiscal Year 2021</b>				
10/1/20		Interest		\$ 13.05
10/1/20		Transfer from Reserve		\$ 0.89
10/26/20		Hopping Green & Sams	Return funds per duplicate payment	\$ 24.40
11/2/20		Interest		\$ 13.51
11/2/20		Transfer from Reserve		\$ 0.93
12/1/20		Interest		\$ 13.03
12/1/20		Transfer from Reserve		\$ 0.89
1/5/21		Interest		\$ 14.73
1/5/21		Transfer from Reserve		\$ 0.92
2/2/21		Interest		\$ 10.33
2/2/21		Transfer from Reserve		\$ 0.92
3/2/21		Interest		\$ 9.43
3/2/21		Transfer from Reserve		\$ 0.84
3/23/21		DSR Excess		\$ 0.21
4/2/21		Interest		\$ 10.30
4/2/01		Transfer from Reserve		\$ 0.92
5/2/21		Interest		\$ 9.97
5/2/21		Transfer from Reserve		\$ 0.89
6/2/21		Interest		\$ 10.30
6/2/21		Transfer from Reserve		\$ 0.92
7/2/21		Interest		\$ 9.97
7/2/21		Transfer from Reserve		\$ 0.89
		<b>TOTAL</b>		<b>\$ 148.24</b>

Project (Construction) Fund at 09/30/20	\$ 2,652,451.24
Interest Earned thru 7/31/21	\$ 148.24
Requisitions Paid thru 07/31/21	\$ (2,652,599.48)
<b>Remaining Project (Construction) Fund</b>	<b>\$ -</b>

## SECTION 2

# Sandmine Road

Community Development District

Funding Request #15

July 8, 2021

	Payee	General Fund FY2021
1	<b>Exclusive Landscaping</b> Inv# 12084 - Landscaping Services - July 2021	\$ 3,450.00
2	<b>Sitex Aquatics</b> Inv# 5134B - Monument cleaning - June 21	\$ 400.00
<b>Total for FR #15</b>		\$ 3,850.00
<b>Less credit from FR #14</b>		\$ (1,100.00)

**Total**

**\$ 2,750.00**

**Please make check payable to:**

**Sandmine Road Community Development District**  
6200 Lee Vista BLVD Suite 300  
Orlando FL, 32822



399 Central Florida Parkway  
Orlando, FL 32824  
(407) 406-8989  
office@exclusivelandscapingnow.com  
www.exclusivelandscapingnow.com

## Invoice

**BILL TO**

Sandmine CDD  
c/o Governmental Management  
Services-CF, LLC  
219 E. Livingston St.

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
12084	07/01/2021	\$3,450.00	07/01/2021	Due on receipt	

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Landscape Maintenance	Monthly service	1	3,450.00	3,450.00

BALANCE DUE

**\$3,450.00**

Thank you for your business!



## Invoice

7643 Gate Parkway  
Suite# 104-167  
Jacksonville, FL 32256

Date	Invoice #
6/28/2021	5134B

## Bill To

Sandmine Rd CDD  
GMS Central Florida  
Indhira Araujo  
219 E Livingston Rd  
Orlando, FL 32801

RECEIVED

JUN 29 2021

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	Monument Entry Basin Fountain Cleanings-6/7/21	100.00	100.00
	Monument Entry Basin Fountain Cleanings-6/14/21	100.00	100.00
	Monument Entry Basin Fountain Cleanings-6/21/21	100.00	100.00
	Monument Entry Basin Fountain Cleanings-6/28/21	100.00	100.00
<div>Please note that our remittance address has changed. Our new remittance address is:  7643 Gate Parkway Suite# 104-167 Jacksonville, FL 32256</div>			
		<b>Balance Due</b>	<b>\$400.00</b>

# Sandmine Road

Community Development District

Funding Request #16

July 27, 2021

	Payee	General Fund FY2021
1	Exclusive Landscaping Inv# 11741 - Landscaping Services - June 2021	\$ 3,450.00
2	GMS-Central Florida Inv# 17- Management fees - July 2021	\$ 3,308.34
3	Hopping Green & Sams Inv# 123599 - Legal Fees - May 2021	\$ 1,005.50
4	Berger, Toombs, Elam, Gaines & Frank Inv#354717 - audit services FY20	\$ 3,175.00
		\$ 10,938.84
Total		<u>\$ 10,938.84</u>

Please make check payable to:

Sandmine Road Community Development District  
6200 Lee Vista BLVD Suite 300  
Orlando FL, 32822



399 Central Florida Parkway  
Orlando, FL 32824  
(407) 406-8989  
office@exclusivelandscapingnow.com  
www.exclusivelandscapingnow.com

## Invoice

**BILL TO**

Sandmine CDD  
c/o Governmental Management  
Services-CF, LLC  
219 E. Livingston St.

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
11741	06/01/2021	\$3,450.00	06/01/2021	Due on receipt	

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Landscape Maintenance	Monthly service	1	3,450.00	3,450.00

BALANCE DUE

**\$3,450.00**

**RECEIVED**

JUN 07 2021

Thank you for your business!

<b>Total</b>	<b>\$3,308.34</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$3,308.34</b>



# Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7500

## STATEMENT

June 14, 2021

Sandmine Road CDD  
c/o George Flint  
Governmental Management Services - Central Florida,  
LLC  
219 East Livingston Street  
Orlando, FL 32801

Bill Number 123599  
Billed through 05/31/2021

RECEIVED

JUL 9 2021

### General

SMRCDD 00001 TFM

### FOR PROFESSIONAL SERVICES RENDERED

05/14/21	DHS	Review agenda package to confirm boundary amendment document inclusion.	0.10 hrs
05/17/21	DHS	Review and transmit budget notices.	0.60 hrs
05/19/21	TFM	Confer with Flint.	0.20 hrs
05/19/21	DGW	Draft fiscal year budget documents.	0.40 hrs
05/20/21	TFM	Prepare for and attend Board meeting.	1.30 hrs
05/21/21	DGW	Board meeting follow-up; prepare new supervisor guide to relevant law.	1.70 hrs
05/25/21	DGW	Finalize and transmit new supervisor guide.	0.20 hrs
05/26/21	DHS	Review meeting follow up tasks.	0.10 hrs

Total fees for this matter \$1,005.50

### MATTER SUMMARY

Willbourn, David - Paralegal	2.30 hrs	145 /hr	\$333.50
Sier, Deborah H.	0.80 hrs	240 /hr	\$192.00
Mackie, A.Tucker Frazee	1.50 hrs	320 /hr	\$480.00

TOTAL FEES \$1,005.50

### TOTAL CHARGES FOR THIS MATTER

\$1,005.50

### BILLING SUMMARY

Willbourn, David - Paralegal	2.30 hrs	145 /hr	\$333.50
Sier, Deborah H.	0.80 hrs	240 /hr	\$192.00
Mackie, A.Tucker Frazee	1.50 hrs	320 /hr	\$480.00

=====

TOTAL FEES

\$1,005.50

**TOTAL CHARGES FOR THIS BILL****\$1,005.50****Please include the bill number with your payment.**



Berger, Toombs, Elam,  
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

772/461-6120  
FAX: 772/468-9278

RECEIVED

JUL 09 2021

SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT  
219 EAST LIVINGSTON STREET  
ORLANDO, FL 32801

Invoice No. 354717  
Date 06/30/2021  
Client No. 21672

Services rendered in connection with the audit of the Basic Financial Statements  
as of and for the year ended September 30, 2020.

Total Invoice Amount \$ 3,175.00

Please enter client number on your check.  
Finance charges are calculated on balances over 30 days old at an annual percentage rate of 18%.

Fort Pierce / Stuart

Member AICPA

Member AICPA Division For CPA Firms  
Private Companies Practice Section

Member FICPA

## SECTION 3

**BOARD OF SUPERVISORS MEETING DATES  
SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2022**

The Board of Supervisors of the Sandmine Road Community Development District will hold their regular meetings for Fiscal Year 2022 on the Third Thursday of each month, at 1115 Aloha Blvd., Davenport, Florida 33897, at 2:00 p.m. unless otherwise indicated as follows:

**October 21, 2021  
November 18, 2021  
December 16, 2021  
January 20, 2022  
February 17, 2022  
March 17, 2022  
April 21, 2022  
May 19, 2022  
June 16, 2022  
July 21, 2022  
August 18, 2022  
September 15, 2022**

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. Please note that due to the ongoing nature of the COVID-19 public health emergency, it may be necessary to hold the above referenced meetings utilizing communications media technology in order to protect the health and safety of the public or held at an alternative physical location other than the location indicated above. To that end, anyone wishing to participate in such meetings should contact the District Manager's Office prior to each meeting to confirm the applicable meeting access and/or location information. Additionally, interested parties may refer to the District's website for the latest information: [www.sandmineroadcdd.com](http://www.sandmineroadcdd.com)

The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from the District Manager, Governmental Management Services – Central Florida, LLC or by calling (407) 841-5524.

There may be occasions when one or more Supervisors or staff will participate by speaker telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.