

# Lakeside Landings Community Development District

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The meeting of the Lakeside Landings Community Development District Board of Supervisors will be held on **Wednesday, November 14, 2018 at 2:00 p.m.** at the **Ramada, 43824 US-27, Davenport, FL 33837**. The proposed agenda for this Board Meeting is found below.

For those unable to attend in person, the call-in information for the meeting is as follows:

**Number:** 1-866-398-2885 **(new)**      **Passcode:** 275521 **(new)**

## BOARD OF SUPERVISORS' MEETING AGENDA

### A. Organizational Matters

- Call to Order
- Roll Call
- Public Comment Period (*where members of the public desiring to speak on a specific agenda item may address the Board.*)
  1. Consideration of the Minutes of the September 19, 2018 Board of Supervisors' Meeting

### B. Business Matters

- Ratification of Amenity Event Request (Trunk o' Treat)
- 2. Ratification of Termination with Jan-Pro Cleaning Services
- 3. Ratification of Agreement for Janitorial Services with Fuqua Janitorial Services
- 4. Consideration of Temporary Construction and Access Easement Agreement
- 5. Consideration of Resolution 2019-01, Amending the FY 2018 Budget (*provided under separate cover*)
- 6. Ratification of Payment Authorization Nos. 50 - 55
- 7. Review of District Financial Statements

### C. Staff Reports

- Attorney
- Engineer
- Manager

### D. Supervisor Requests and/or Audience Comments

### E. Adjournment

**Lakeside Landings  
Community Development District**

**Minutes of the September 19, 2018  
Board of Supervisors' Meeting**

**MINUTES OF MEETING**

**LAKESIDE LANDINGS COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS' MEETING  
Wednesday, September 19, 2018, 2:00 p.m.  
43824 US-27, Davenport, FL 33837**

Board Members present:

Timothy Hultgren	Chairman
Branden Eckenrode	Assistant Secretary
Leroy Sanchez	Assistant Secretary

Also present were:

Sarah Sandy	Hopping Green & Sams, P.A.
Lynne Mullins	Fishkind & Associates, Inc.
Jane Gaarlandt	Fishkind & Associates, Inc.
Dexter Glasgow	Fishkind & Associates, Inc.
Melissa Dotson	D.R. Horton
Richard Internicola	Resident
Lynn Mirles	Resident
Marcia Christmas	Resident
Orlando Bracero	Resident (via phone)

**FIRST ORDER OF BUSINESS**

**Call to Order and Roll Call**

Ms. Mullins called the meeting of the Board of Supervisors of the Lakeside Landings CDD to order at 2:00 p.m. and the roll was called.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Ms. Mullins called for any public comments on any agenda items. There were no public comments at this time.

**THIRD ORDER OF BUSINESS**

**Consideration of the  
Minutes of the August 15,  
2018 Board of Supervisors'  
Meeting**

The Board reviewed the minutes of the August 15, 2018 Board of Supervisors' Meeting.

On MOTION by Mr. Hultgren, seconded by Mr. Sanchez, with all in favor, the Board approved the minutes of the August 15, 2018 Board of Supervisors' Meeting.

**FOURTH ORDER OF BUSINESS**

**Ratification of Amenity  
Event Request**

Ms. Mullins explained that per the District's Amenity Facilities Policies special events must be pre-approved and insurance must be provided. The HOA reached out to the District regarding the request for the special event on Labor Day and they provided the required documents to the Chair and it was approved. Ms. Mullins requested ratification of the Chair's action to approve the amenity event request.

On MOTION by Mr. Eckenrode, seconded by Mr. Hultgren, with all in favor, the Board ratified the Amenity Event Request.

**FIFTH ORDER OF BUSINESS**

**Public Hearing on the  
Adoption of the Parking and  
Parking Enforcement  
Policies**

- a) **Public Comments and  
Testimony**
- b) **Board Comments**
- c) **Consideration of  
Resolution 2018-10,  
Adopting Rules Relating  
to Parking and Parking  
Enforcement Policies**

Ms. Mullins stated that at the last meeting the item was brought before the Board and a public hearing date was set for today. She noted for the record that the appropriate ad was placed in the newspaper as required. She requested a motion to open the public hearing.

On MOTION by Mr. Hultgren, seconded by Mr. Sanchez, with all in favor, the Board opened the Public Hearing.

Ms. Mullins stated that there have been some changes to what was in the agenda that went out to the Board and the updated policies and maps were included in the agenda package in front of the Board. She also placed a copy on the podium for the rest of the audience.

Ms. Sandy explained that at the last Board meeting the Chair was authorized to work with District staff to come up with a plan for the parking and parking enforcement policy. The District staff settled on allowing street parking on one side of the street 24/7 with no limitation on day or evening parking. For the Amenity area parking lot, District staff is proposing that the parking would be limited to daytime hours only and overnight parking would be prohibited. There is no need to request any kind of guest pass since there is a split between street parking all the time and day parking at the Amenity area lot only. She stated that everything else is the same as the previous rules that were proposed and there are some exceptions for vendors and contractors as well as delivery vehicles. The District will have to post notice of the tow-away zones before it can begin towing and it would then be up to the District Manager to effectuate any towing request. The District could also hire a towing service on retainer.

Ms. Christmas asked who has priority parking in front of someone's house if they live across the street and should it be the homeowner that takes priority for the parking spot or is it on a first come, first serve. Mr. Hultgren responded that it is a public right-of-way so it is on a first come, first serve basis.

Ms. Christmas then asked if there is a limitation as to how many cars can park per home. Mr. Hultgren responded that as long as they legally park there and fit in the driveway the District cannot regulate that far in to it. They can say that the public can use this public right-of-way and park on this side. The side that the public is not allowed to park on the District has to put signage up. He asked Mr. Glasgow how far apart the signs must be and how many signs will be needed. Mr. Glasgow stated that most of the towing companies have dealt with this before and will have them come out and give bids. Mr. Hultgren asked District Staff to obtain bids for the signage and to receive feedback from the vendors on how to best place the signs. Mrs. Christmas stated that there are issues with parking in front by the gate where it swings in the Preserve area. Mr. Hultgren looked at the map which is included as Exhibit A-2 and discussed putting a tow away zone by the gate.

Ms. Mirles asked what date this would be effective.. Ms. Sandy stated that signs would need to be posted prior to this going into effect. Mr. Hultgren asked if November 1, 2018 would be a good date. Mr. Glasgow stated that November 1, 2018 is a workable goal. Ms. Mullins asked Mr. Glasgow if the towing company will put up the signs and he responded that most of them do because they have the correct verbiage and if not, there are sign shops locally that can do it. Mr. Glasgow stated that he did this previously in a different company and the towing company itself put out their own signs with their contact information.. Mr. Hultgren thinks it needs to be a more generic sign. Mr. Glasgow stated that then the District could control the look of it to make sure it is aesthetically pleasing. Mr. Hultgren stated that the Board can grant authority to District staff to get proposals for the signage and design the signage plan based on the maps. He is concerned with having a towing company sponsoring the signs because they get to do the towing and towing a car for minor purposes. Mr. Hultgren suggested the date of December 1, 2018 to start enforcing towing, which will

give staff enough time to get bids and install signs. It also gives the public enough time to see the signs and start complying. After December 1, 2018 the District will do full enforcement.

Mr. Bracero asked about the speed limit through the neighborhood with an open street because the sign says 30 mph. He stated it should be 20 mph. Mr. Hultgren agreed that 30 mph is way too fast. Mr. Hultgren asked how the District can change that. Mr. Sanchez stated that the District should contact Public Works to see if they can accommodate the District. Mr. Hultgren requested that District staff contact Public Works and how we get it down to 25 mph. He stated that around the Amenity area it needs to be even lower to 15 mph. Ms. Mullins asked if there were any other audience comments regarding the parking policy.

Mr. Smith asked where the District was going to have the guest parking. Mr. Hultgren responded that guests are allowed to park anywhere along the side that is allowed as long as they are not parked on the other side of the road. There is no overnight parking at the Amenity area parking lot.

Mr. Internicola asked about vehicles going into the sidewalk area. Mr. Hultgren stated that the District cannot address that because it is not the right-of-way of the CDD. It was discussed that sometimes that there are rules and regulations in the city government that regulate that and if it is an ongoing problem it is something residents would have to reach out to City Code Enforcement to come and work with them.

Mr. Internicola stated that there are issues with one-way parking and cars facing the correct direction. Mr. Hultgren stated it is probably a city ordinance that cars must go with the flow of traffic. Mr. Hultgren asked if asked if the District should put something in the rules about that. Ms. Sandy stated that the Board can adopt the rules subject to potentially adding that and she would have to look into whether or not that is something that the District can add.

Ms. Mullins asked if there were any other public comments. Hearing none, she requested a motion to close the public hearing.

On MOTION by Mr. Sanchez, seconded by Mr. Hultgren, with all in favor, the Board closed the Public Hearing.

Ms. Mullins asked if there were any further Board comments. Hearing none, she requested a motion to approve Resolution 2018-10.

On MOTION by Mr. Hultgren, seconded by Mr. Eckenrode, with all in favor, the Board approved Resolution 2018-10, Adopting Rules Relating to Parking and Parking Enforcement Policies in substantial form subject to adding to the rules the flow of traffic provision, if permitted.

**SIXTH ORDER OF BUSINESS**

**Consideration of Independent Contractor Quote**

Ms. Mullins explained that this was requested for the handling of emergency related amenity items. She requested a quote from Titan and has not received it yet so she requested that this item be tabled for the next meeting.

Mr. Hultgren stated that Titian reached out to him and asked him for more of a scope of work and he explained it to them. He stated that Titian asked what the District's definition of emergency was and wanted a little better clarification of what District staff would need them to run and do vs. what the CDD should go and do. Then they would have a better understanding. He asked that District staff give the Board a scope of work expected for that job in order for Titan to give the District a proper quote. Ms. Mullins said that she can do that and she will work with Laura.

**SEVENTH ORDER OF BUSINESS**

**Ratification of Pool Maintenance Agreement with Complete Pool Care**

Ms. Mullins explained that this vendor was approved at the last meeting and to keep things moving the Chair executed the agreement along with the vendor provided by District Counsel and now it needs to be ratified by the Board.

Ms. Sandy added that this is the District's standard form agreement for services per the maintenance contract.

On MOTION by Mr. Hultgren, seconded by Mr. Eckenrode, with all in favor, the Board ratified the Pool Maintenance Agreement with Complete Pool Care.

**EIGHTH ORDER OF BUSINESS**

**Ratification of Agreement for Janitorial Services with Jan-Pro Cleaning Systems**

Ms. Mullins stated that this vendor was also approved at the last meeting. The Chair executed the agreement provided by District Counsel and now it needs to be ratified by the Board.

Mr. Eckenrode asked what the price increase was from the current vendor. Ms. Sandy stated that the current vendor was combined into one agreement. Mr. Hultgren stated that the vendor that was doing the pool care was also doing the bathroom cleaning and it was not adequate. Mr. Hultgren stated that the Board went over the prices at the last meeting and vetted everything.

On MOTION by Mr. Eckenrode, seconded by Mr. Hultgren, with all in favor, the Board ratified the Agreement for Janitorial Services with Jan-Pro Cleaning Systems.

**NINTH ORDER OF BUSINESS**

**Ratification of Payment  
Authorization Nos. 48 & 49**

Ms. Mullins stated that these have been approved and paid and need to be ratified by the Board.

On MOTION by Mr. Eckenrode, seconded by Mr. Hultgren, with all in favor, the Board ratified Payment Authorization Nos. 48 & 49.

**TENTH ORDER OF BUSINESS**

**Review of District Financial  
Statements.**

The Board reviewed the District's financial statements through the month of August. There is no action needed by the Board.

**ELEVENTH ORDER OF BUSINESS**

**Staff Reports**

**Attorney:** No Report

**Engineer:** Not Present

**District Manager:** Ms. Mullins noted that the next scheduled meeting is Wednesday, November 14, 2018 at 2:00 p.m. at the Ramada, 43824 US-27, Davenport, FL 33837 and

this is the second Wednesday of the month and was moved up due to the holiday happening in the third week of November.

## **TWELFTH ORDER OF BUSINESS**

## **Audience Comments & Supervisor Requests**

Ms. Mullins opened the floor for Supervisor requests.

Mr. Hultgren asked for an update from staff about the hog trapping. Mr. Glasgow stated that two trappers have gone out so far. One of the trappers walked the entire property to see where the hogs are coming from and where he is going to set traps. He added that there are a lot of people that will go after hogs and not all of them are licensed and insured. He stated that the two that have gone out are pretty close in price. It costs approximately \$500.00 to go out and one charges approximately \$100.00 per animal. He stated that the Board approved a not-to-exceed amount of \$2,500.00 and he thinks the District will be right at that amount. Mr. Eckenrode asked if either proposer was Prince and. Glasgow said no. He said he did not know Prince provided that service and he will reach out to them to get a third bid and then put it on the agenda for the next meeting. Glasgow stated that the other issue is that these two proposers were the only ones who had traps available.

Mr. Glasgow stated that he will reach out to Eric with Prince to see if he can set that up for the District. Mr. Eckenrode stated that he reached out to Ian Prince.

Mr. Hultgren stated that the District is in engineering for the second pool right now and then it goes for permitting 60 days before constructions starts. He stated that it is a little delayed and that the District must give the developer/builder permission to go on District land and do this improvement. Ms. Sandy asked when he would want it in place. He stated that it will not start until November 1, 2018 until the project is complete. Ms. Sandy stated that it will need to be in place before then. She requested a motion to approve a Construction Easement for execution before the next meeting.

On MOTION by Mr. Hultgren, seconded by Mr. Eckenrode, with all in favor, the Board approved giving the Developer a Construction Easement Agreement for the Amenity Area lands and directed District counsel to draft the same.

Mr. Internicola stated that for the \$2,500.00 cost of removing the hogs he doesn't think the District will put a dent in the ongoing problem. He stated that before September he saw 20 hogs. He thinks the District is wasting its money. He stated that if the District is going to eradicate the hogs it needs to go all-in and not just eradicate a couple dozen and think they are going to solve the problem. Mr. Hultgren stated that the Board discussed putting a line item in next year's budget to handle this situation and budget accordingly. Mr. Internicola asked if the District has looked into exclusionary solutions like fencing. Mr. Hultgren stated

that it is a large property to do that and no one has thought of trying to go that far with creating a fence boarder around the entire community. Mr. Internicola stated that might be the only way to stop it and that the District could take the fence to the water lines.

Ms. Mirles stated that she saw the hogs had destroyed all the way to 544 and they were also over by the children going to school the other day. Another resident stated that he preferred the company that could catch multiple hogs at one time. Mr. Hultgren asked Mr. Eckenrode his opinion since he has some experience. Mr. Eckenrode replied that it is better to catch them all at once. Mr. Hultgren asked Mr. Glasgow to take that into account.

Mr. Glasgow mentioned that there is a detective that he is working with following up on the damage to the new gate who has put him in contact with a Community Service Officer. He stated to help deal with some of the speeding issues in the community the detective recommended that if the residents are willing, he can put someone on driveways through the community. Mr. Hultgren asked how to get in touch with them and if staff can put something on the District website of who the residents can get in contact with to patrol for speeders. Ms. Mullins asked if it is something she can put on the website. Ms. Sandy responded yes. Mr. Hultgren asked her to put that information up for everybody.

#### **THIRTEENTH ORDER OF BUSINESS**

#### **Adjournment**

There was no further business to discuss. Ms. Mullins requested a motion to adjourn.

On MOTION by Mr. Hultgren, seconded by Mr. Eckenrode, with all in favor, the September 19, 2018 Meeting of the Board of Supervisors of the Lakeside Landings Community Development District was adjourned.

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

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

**Lakeside Landings  
Community Development District**

**Termination with  
Jan-Pro Cleaning Services**

**From:** Debra Stone <[debra.stone@jan-pro.com](mailto:debra.stone@jan-pro.com)>  
**Sent:** Wednesday, October 24, 2018 4:40 PM  
**To:** Dexter Glasgow <[dexter@fishkind.com](mailto:dexter@fishkind.com)>  
**Subject:** Your Jan-Pro services at Lakeside Landings

Dexter,

I spoke with our Regional Director about your request and she has approved the immediate cancellation of services for Lakeside Landings.

Have a good afternoon,

G h e u d # w o n / # R s h u d w i r o v # G h s d u p h q w #  
Jan-Pro Cleaning Systems of Tampa Bay  
6908 W. Linebaugh Avenue  
Tampa, FL 33625  
813-864-1940



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**Lakeside Landings  
Community Development District**

**Agreement for Janitorial Services with  
Fuqua Janitorial Services**

**AGREEMENT BETWEEN LAKESIDE LANDINGS COMMUNITY DEVELOPMENT  
DISTRICT AND FUQUA JANITORIAL SERVICES FOR  
JANITORIAL MAINTENANCE SERVICES**

THIS AGREEMENT (“**Agreement**”) is made and entered into this 1<sup>st</sup> day of November, 2018 by and between:

**LAKESIDE LANDINGS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Polk County County, Florida, with an address of c/o District Manager, Fishkind & Associates, Inc., 12051 Corporate Boulevard, Orlando, Florida 32817 (“**District**”); and

**ALTHEA JEAN FUQUA D/B/A FUQUA SUPPLY & SERVICE D/B/A FUQUA JANITORIAL SERVICES**, with a mailing address of 5962 Murphy Road, Bartow, Florida 33830 (“**Contractor**,” together with District, “**Parties**”).

RECITALS

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, and located in Polk County, Florida; and

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District owns, operates and/or maintains a recreation area inclusive of a pool area and restrooms (“**Facilities**”); and

**WHEREAS**, the District desires to enter into an agreement with an independent contractor to provide janitorial maintenance services for the Facilities; and

**WHEREAS**, Contractor submitted a proposal and represents that it is qualified to provide janitorial maintenance services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein (“**Services**”); and

**WHEREAS**, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

**SECTION 1. INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. DESCRIPTION OF WORK AND SERVICES.**

**A.** The District desires that the Contractor provide professional janitorial maintenance services within presently accepted standards two (2) times per week on Monday and Thursday, which dates and times shall be determined in coordination with the District Manager, and as more specifically set forth in **Exhibit A**. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

**B.** While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

**C.** Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

**D.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

**SECTION 3. MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

**A.** Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

**B.** The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Exhibit A** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

**C.** The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

**(1)** The District hereby designates the District Manager to act as its representative.

- (2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

#### **SECTION 4. COMPENSATION; TERM.**

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor for an initial, one-time cleaning in the amount of *Two Hundred Thirty-Five Dollars* (\$235.00). After the initial cleaning, the Contractor agrees to provide the Services on the days provided in Section 2.A., for a fee of *Seventy-Five Dollars* (\$75.00) per cleaning, for an annual not-to-exceed total of *Seven Thousand Eight Hundred Dollars* (\$7,800). The District shall provide payment within thirty (30) days of receipt of invoices. The term of this Agreement shall be from November 1, 2018 through October 31, 2019, unless extended by the Parties or terminated earlier in accordance with the terms of this Agreement.

B. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an, addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will

include such supporting information as the District may reasonably require the Contractor to provide.

**SECTION 5. INSURANCE.**

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
    - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
  - (3)** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
  - (4)** Automobile Liability Insurance for bodily injuries in limits of not less than \$5,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
  - (5)** Employee Fidelity Insurance of at least \$5,000.
- B.** The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required

insurance.

**SECTION 6. INDEMNIFICATION.**

- A.** Contractor agrees 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 the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor 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 Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees 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.
- B.** 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.

**SECTION 7. SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth 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 such limitations of liability or by operation of law.

**SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such

agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 9. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 11. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 12. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 13. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

**SECTION 14. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**SECTION 15. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 16. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 17. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 18. ENFORCEMENT OF AGREEMENT.** A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 19. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

**SECTION 20. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

**SECTION 21. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 22. NOTICES.** All notices, requests, consents and other communications under this Agreement (“**Notice**” or “**Notices**”) shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

**A. If to District:** Lakeside Landings Community  
Development District  
Fishkind & Associates, Inc.  
12051 Corporate Boulevard  
Orlando, Florida 32817  
Attn: District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Contractor:** Fuqua Supply & Service  
D/B/A Fuqua Janitorial Services  
5962 Murphy Road  
Bartow, Florida 33830  
Attn: Jeannie Fuqua

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

**SECTION 23. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 24. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws

of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Polk County, Florida.

**SECTION 25. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Sheila Pieters-Carroll** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in the Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 382-3256, SHEILAPC@FISHKIND.COM, 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA 32817.**

**SECTION 26. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 27. ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 28. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such

counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**IN WITNESS WHEREOF**, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

Attest:

**LAKESIDE LANDINGS COMMUNITY  
DEVELOPMENT DISTRICT**

  
Secretary/Assistant Secretary

  
Chairperson, Board of Supervisors

**ALTHEA JEAN FUQUA D/B/A FUQUA SUPPLY &  
SERVICE D/B/A FUQUA JANITORIAL SERVICES**

  
Witness



Keith Fuqua  
Print Name of Witness

**EXHIBIT A: Contractor's Proposal**

**EXHIBIT A – CONTRACTOR’S PROPOSAL**



Fuqua Janitorial Services  
 5962 Murphy Road  
 Bartow, FL 33830  
 (863) 651-9348

**ESTIMATE**

**ADDRESS**  
 FISHKIND

**SHIP TO**  
 FISHKIND  
 LAKESIDE LANDING  
 5701 LAKESIDE LANDING  
 BLVD.

**ESTIMATE #** 1025  
**DATE** 07/18/2018  
**EXPIRATION DATE** 07/18/2019

QTY	DESCRIPTION	NET PRICE	EXT PRICE
1	CLUBHOUSE CLEANING (INITIAL CLEAN)	235.00	235.00T
1	CLUBHOUSE CLEANING ON MONDAY AND THURSDAY (RATE IS PER CLEANING)	75.00	75.00T
EACH CLEANING INCLUDES: BATHROOMS CLEANED/SANITIZED AND RESTOCKED AS NEEDED, FLOORS TO BE SWEEPED AND MOPPED, COBWEB INSIDE AND OUTSIDE BATHROOMS, ALL TABLES AROUND COMMON AREA TO BE CLEANED, COMMON AREA FLOORS TO BE SWEEPED OR HOSED DOWN AND ALL TRASH CANS TO BE EMPTIED. SUPPLIES INCLUDED IN PRICE: PAPER TOWELS, TOILET PAPER, FEMININE BAGS, URINAL SCREENS, SOAP, 24X32 CAN LINERS AND 40X48 CAN LINERS.			
* This price includes of Fuqua Janitorial removing all trash from property			
	SUBTOTAL		310.00
	TAX (7%)		21.70
	<b>TOTAL</b>		<b>\$331.70</b>

Monday / Thursdays

**Lakeside Landings  
Community Development District**

**Temporary Construction and Access  
Easement Agreement**

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

(This space reserved for Clerk)

Sarah R. Sandy, Esq.  
HOPPING GREEN & SAMS P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

**TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT**

**THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (“Agreement”)** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between **LAKESIDE LANDINGS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, with a mailing address c/o Fishkind & Associates, Inc., 12051 Corporate Boulevard, Orlando, Florida 32817 (**“Grantor”**) in favor of **D.R HORTON, INC.**, a Delaware corporation, with a mailing address of 6200 Lee Vista Boulevard, Suite 400, Orlando, Florida 32822 (**“Grantee”**) (Grantor and Grantee are sometimes together referred to herein as the **“Parties”**, and separately as the **“Party”**).

**WITNESSETH:**

**WHEREAS**, Grantor is the owner in fee simple of that certain parcel of real property located in Polk County, Florida, being more particularly described on **Exhibit “A”** attached hereto, and by this reference incorporated herein (the **“Easement Area”**); and

**WHEREAS**, Grantee intends to complete the installation of a pool and related improvements within the Easement Area, as authorized by law and approved by the District’s Board of Supervisors (collectively, the **“Improvements”**); and

**WHEREAS**, Grantor desires to grant to Grantee a temporary, non-exclusive construction and access easement on, upon, over, under, across, and through the Easement Area for the sole purpose of installing the Improvements, until installation of the Improvements is completed, at which time this Easement shall automatically terminate.

**NOW, THEREFORE**, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Grantee to the Grantor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Temporary Construction Easement.** Grantor does hereby grant, bargain, sell and convey to Grantee a temporary, non-exclusive easement on, upon, over, under, across and through the Easement Area for access, ingress, egress and to allow Grantee to complete the design, construction and installation of the Improvements (collectively, the **“Easement”**).

3. **Term of Easement.** This Easement shall commence upon the date first written above and shall terminate automatically upon completion of the installation of the Improvements and acceptance by the Board of Supervisors, after which all rights in the Easement granted by this Agreement shall immediately revert to the Grantor, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area.

4. **Damage.** Grantee shall use all due care to protect the Easement Area and any improvements located thereon from damage resulting from Grantee's use of the Easement Area. In the event that Grantee, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area or any improvements located thereon in the exercise of the Easement rights granted herein, Grantee, at Grantee's sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind.

5. **Insurance and Indemnity.** Grantee and/or any contractors performing work for Grantee on the Easement Area, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance maintained by any contractors performing work for Grantee on the Easement Area shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantee and Grantor as insured, as their interests may appear, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor. To the extent permitted by law and without waiving any of the protections afforded by section 768.28, Florida Statutes, Grantee shall indemnify and hold harmless Grantor, and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees which arise out of any of the activities referred to under the terms of this Easement Agreement or use of the Easement Area by Grantee, its successors, assigns, agents, employees, contractors (including but not limited to subcontractors, materialmen, etc.), officers, invitees, or representatives, including but not limited to loss of life, injury to persons or damage to, or destruction or theft of property.

6. **Obligations of Grantor and Grantee.** The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits. To the extent permitted by law and without waiving any of the protections afforded by section 768.28, Florida Statutes, each Party hereby agrees to indemnify and hold harmless the other Party from and against any and all liability arising out of such Party's breach of any provision of this Agreement, including, without limitation, the matters set forth in this paragraph.

7. **Beneficiaries of Easement Rights.** The Easement set forth in this Agreement shall be for the sole benefit and use of Grantee, its successors and assigns, and Grantee's agents, employees, consultants, representatives, contractors and providers of emergency services and utility services.

8. **Amendments and Waivers.** This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

9. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) three (3) days after depositing with the United States Postal Service, postage prepaid, (ii) one day after depositing with a nationally recognized overnight courier service, or (iii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, E.S.T. or E.D.T., as applicable), to the address listed above or to such other address as either Party may from time to time designate by written notice in accordance with this paragraph.

10. **Use of Easement Area.** It is acknowledged and agreed that the Easement granted under this Agreement is not an exclusive easement and that Grantor shall have the right to use and enjoy the Easement Area in any manner not inconsistent with the easement rights created herein, and grant others the right to do so.

11. **Liens.** Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area in connection with the exercise of rights hereunder.

12. **Effective Date.** The Effective Date of the Agreement shall be the last day that this Agreement is signed by either Party.

13. **Miscellaneous.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Polk County, Florida. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any

reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The rights, privileges and Easement granted and conveyed hereunder shall be a burden upon the Easement Area and shall exist for the benefit of and run with title to the Easement Area.

*[SIGNATURES CONTAINED ON FOLLOWING PAGES]*

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

**“GRANTOR”**

**LAKESIDE LANDINGS  
COMMUNITY DEVELOPMENT  
DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes

Signed, sealed and delivered  
in the presence of:

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

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ of **LAKESIDE LANDINGS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed name of Notary Public)  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_

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

**“GRANTEE”**

Signed, sealed and delivered  
in the presence of:

**D.R. HORTON, INC.,**  
a Delaware corporation

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

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018,  
by \_\_\_\_\_, as \_\_\_\_\_ of **D.R. HORTON, INC.**, a  
Delaware Corporation. He/she is personally known to me or has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed name of Notary Public)  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**Exhibit A**  
**EASEMENT AREA**

Tract B, Lakeside Landings Phase One, according to the plat thereof recorded in Plat Book 147, Pages 45 through 55, inclusively, of the Public Records of Lake County, Florida.

**Lakeside Landings  
Community Development District**

**Resolution 2019-01,  
Amending the FY 2018 Budget**  
*(provided under separate cover)*

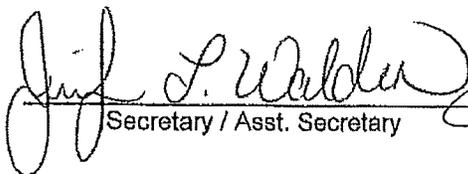
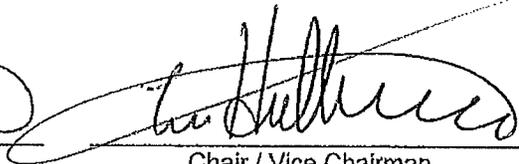
**Lakeside Landings  
Community Development District**

**Payment Authorization  
Nos. 50 - 55**

**LAKESIDE LANDINGS  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 050  
08/31/18**

Item No.	Payee	Invoice	General Fund
<b>Fishkind &amp; Associates</b>			
	Aug. 2018: Mgmt Fee & Reimb	23184	\$ 2,346.15
<b>Hopping, Green, &amp; Sams</b>			
	Legal Services thru 07/31/18	102196	\$ 511.74
<b>The Ledger</b>			
	Acct. 662138: 08/21/18	L060G01L0C	\$ 169.17
	Acct. 662138: 08/22/18	L060G01L0B	\$ 397.83
<b>Prince Land Services, Inc.</b>			
	Sabal Palm/Insecticide/Touchups	38527	\$ 715.00
<b>Resort Pool Services</b>			
	Free blocked pipe on pool tank	8365	\$ 150.00
	Extra clean up on pool deck	8311	\$ 250.00
	Clean up waste in bathroom	8338	\$ 100.00
<b>TECO</b>			
	Acct. 211010974924	974924-082218	\$ 916.63
	Acct. 211010975145	975145-082218	\$ 1,599.39
	Acct. 221000317711	317711-082218	\$ 72.58
	Acct. 211010974684	974684-082218	\$ 2,022.77
	Acct. 221000317737	317737-082218	\$ 31.97
	Acct. 221003308162	308162-082218	\$ 322.03
	Acct. 221000317760	317760-082218	\$ 61.51
<b>Terminix</b>			
	Acct. 11751764; Pest Control	378670427	\$ 60.00
			<b>\$ 9,726.77</b>

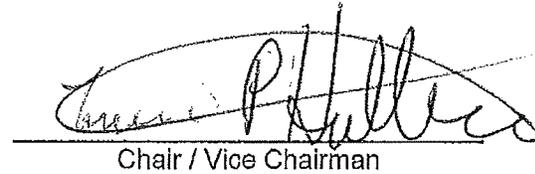
Secretary / Asst. Secretary                      Chair / Vice Chairman

**LAKESIDE LANDINGS  
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 051  
09/07/18

Item No.	Payee	Invoice	General Fund
	<b>Aquatic Systems, Inc.</b> Sep. 2018: Lake/Wetland Svc	0000420032	\$ 1,349.00 ✓
	<b>City of Winter Haven</b> Acct. 805876	805876-080318	\$ 427.14 ✓
	Acct. 799642	799642-080318	\$ 8.84 ✓
	<b>Fishkind &amp; Associates</b> Tax Roll Preparation and Submission	23276	\$ 5,000.00 ✓
	<b>Prince Land Services, Inc.</b> Sep. 2018: Lawn Maint.	38604	\$ 5,387.17 ✓
			<u>\$ 12,172.15</u> ✓

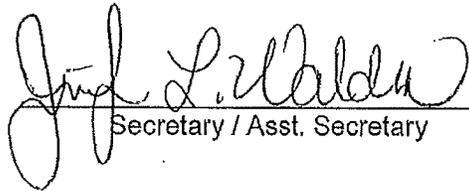
  
Secretary / Asst. Secretary

  
Chair / Vice Chairman

**LAKESIDE LANDINGS  
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 052  
09/21/18

Item No.	Payee	Invoice	General Fund
<b>EGIS</b>			
	FY19 Insurance Premiums	7726	\$ 7,789.00 ✓
<b>TECO</b>			
	Acct. 211010974684	974684-092518	\$ 2,070.63 ✓
	Acct. 211010974924	974924-092518	\$ 938.67 ✓
	Acct. 211010975145	975145-092518	\$ 1,631.12 ✓
	Acct. 221000317711	317711-092518	\$ 68.91 ✓
	Acct. 221000317737	317737-092518	\$ 34.40 ✓
	Acct. 221003308162	317760-092518	\$ 98.78 ✓
	Acct. 221000317760	308162-092518	\$ 394.96 ✓
			\$ 13,026.47 ✓

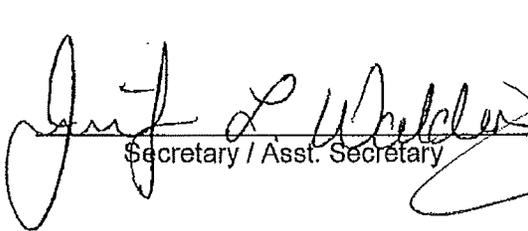
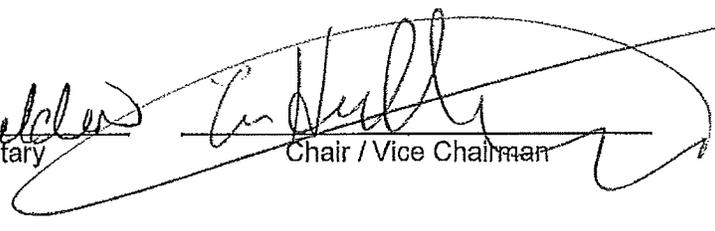
  
 \_\_\_\_\_  
 Secretary / Asst. Secretary

  
 \_\_\_\_\_  
 Chair / Vice Chairman

**LAKESIDE LANDINGS  
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 053  
09/28/18

Item No.	Payee	Invoice	General Fund	
<b>City of Winter Haven</b>				
	Acct. 805876	805876-100518	\$	395.57 ✓
	Acct. 799642	799642-100518	\$	8.84 ✓
<b>Fishkind &amp; Associates</b>				
	Sep. 2018: Mgmt Fee & Reimb	23352	\$	3,140.34 ✓
<b>Hopping, Green, &amp; Sams</b>				
	Legal Services thru 08/31/18	102844	\$	2,612.62 ✓
<b>Jan-Pro of Tampa Bay</b>				
	Janitorial Svc at Pool	143132	\$	132.69 ✓
<b>The Ledger</b>				
	Acct. 662138; 09/12/18	L060G0IL0L	\$	290.50 ✓
<b>Terminix</b>				
	Acct. 11751764; Pest Control 09/25/18	379411459	\$	60.00 ✓
			<u>\$</u>	<b>6,640.56</b> ✓

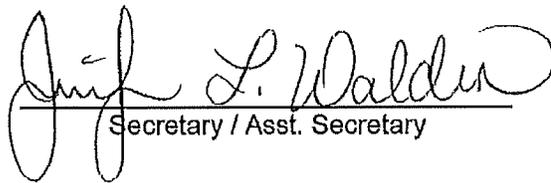



Secretary / Asst. Secretary      Chair / Vice Chairman

**LAKESIDE LANDINGS  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 054**  
10/12/18

Item No.	Payee	Invoice	General Fund	
	<b>Aquatic Systems, Inc.</b>			
	Oct. 2018: Lake/Wetland Svc	0000423044	\$ 1,360.00	✓
	<b>Complete Pool Care</b>			
	Oct. 2018: Pool Service	11363	\$ 600.00	✓
	<b>Jan-Pro of Tampa Bay</b>			
	Oct. 2018: Pool Janitorial	143130	\$ 575.00	✓
	<b>Prince &amp; Sons, Inc.</b>			
	Oct. 2018: Lawn Maint.	42	\$ 5,387.17	✓
	<b>Terminix</b>			
	Acct. 11751764; Pest Control 10/11/18	379411459	\$ 60.00	✓
			\$ 7,982.17	✓

  
Secretary / Asst. Secretary

  
Chair / Vice Chairman

**LAKESIDE LANDINGS  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 055**

10/12/18

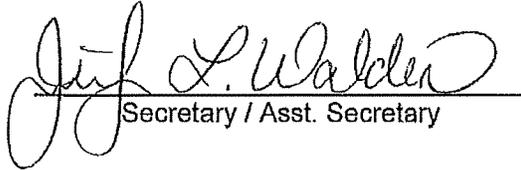
Item No.	Payee	Invoice	General Fund
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	<b>Complete Pool Care</b> Sep. 2018: Pool Service		
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		11345	
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			\$ 600.00
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			<u>\$ 600.00</u> ✓
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\_\_\_\_\_  
Secretary / Asst. Secretary

  
\_\_\_\_\_  
Chair / Vice Chairman

**Lakeside Landings  
Community Development District**

**District Financial Statements**

**Lakeside Landing CDD**  
Statement of Activities (YTD)  
As of 10/31/2018

**General Fund**

**Revenues**

Total Revenues	\$0.00
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**Expenses**

Management	\$2,083.33
Property Appraiser	4,443.72
Web Site Maintenance	75.00
Amenity - Pool Maintenance	1,175.00
Amenity - Pest Control	60.00
Amenity - Miscellaneous	75.00
General Insurance	4,400.00
Property & Casualty	3,389.00
Lake Maintenance	1,360.00
Landscaping Maintenance & Material	5,387.17
Streetlights	5,221.91
Total Expenses	\$27,670.13

**Other Revenues (Expenses) & Gains (Losses)**

Interest Income	\$2.44
Total Other Revenues (Expenses) & Gains (Losses)	\$2.44

<b>Change In Net Assets</b>	(\$27,667.69)
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<b>Net Assets At Beginning Of Year</b>	\$40,488.75
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<b>Net Assets At End Of Year</b>	\$12,821.06
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**Lakeside Landing CDD**  
Statement of Financial Position  
As of 10/31/2018

**General Fund**

**Assets**

**Current Assets**

General Checking Account	\$10,022.54
Assessments Receivable	414,155.11
Deposits	13,567.65
Total Current Assets	\$437,745.30

**Total Assets**

\$437,745.30

**Liabilities and Net Assets**

**Current Liabilities**

Accounts Payable	\$10,769.13
Deferred Revenue	414,155.11
Total Current Liabilities	\$424,924.24

**Total Liabilities**

\$424,924.24

**Net Assets**

Net Assets, Unrestricted	\$69,458.89
Net Assets - General Government	(28,970.14)
Current Year Net Assets - General Government	(27,667.69)

**Total Net Assets**

\$12,821.06

**Total Liabilities and Net Assets**

\$437,745.30

**Lakeside Landings CDD**  
 Budget to Actual  
 For the month ending 10/31/18

	YTD Actual	YTD Budget	YTD Variance	FY 2019 Adopted Budget
<b>Revenues</b>				
On-Roll Assessments	\$0.00	\$34,512.92	\$(34,512.92)	\$414,155.00
<b>Net Revenues</b>	<b>\$0.00</b>	<b>\$34,512.92</b>	<b>\$(34,512.92)</b>	<b>\$414,155.00</b>
<b>General &amp; Administrative Expenses</b>				
Management	\$2,083.33	\$2,083.33	\$(0.00)	\$25,000.00
Property Appraiser	4,443.72	\$363.33	\$4,080.39	4,360.00
District Counsel	0.00	\$1,250.00	\$(1,250.00)	15,000.00
Assessment Administration	0.00	\$416.67	\$(416.67)	5,000.00
Audit	0.00	\$333.33	\$(333.33)	4,000.00
Travel and Per Diem	0.00	\$62.50	\$(62.50)	750.00
Telephone/Conference Calls	0.00	\$8.33	\$(8.33)	100.00
Postage & Shipping	0.00	\$20.83	\$(20.83)	250.00
Copies	0.00	\$20.83	\$(20.83)	250.00
Legal Advertising	0.00	\$291.67	\$(291.67)	3,500.00
Contingency	0.00	\$83.33	\$(83.33)	1,000.00
Meeting Room	0.00	\$87.50	\$(87.50)	1,050.00
Web Site Maintenance	75.00	\$75.00	\$0.00	900.00
Dues, Licenses, and Fees	0.00	\$14.58	\$(14.58)	175.00
Security	0.00	\$1,984.33	\$(1,984.33)	23,812.00
Irrigation	0.00	\$2,083.33	\$(2,083.33)	25,000.00
Amenity - Playground Remulching (Landscaping)	0.00	\$166.67	\$(166.67)	2,000.00
Amenity - Pool Maintenance	1,175.00	\$1,916.67	\$(741.67)	23,000.00
Amenity - Access Control (Key Fobs)	0.00	\$481.25	\$(481.25)	5,775.00
Amenity - Janitorial Services	0.00	\$1,166.67	\$(1,166.67)	14,000.00
Amenity - Pest Control	60.00	\$60.00	\$0.00	720.00
Amenity - Playground Equipment Maintenance	0.00	\$41.67	\$(41.67)	500.00
Amenity - Security	0.00	\$606.25	\$(606.25)	7,275.00
Amenity - Miscellaneous	75.00	\$83.33	\$(8.33)	1,000.00
General Liability Insurance	4,400.00	\$406.25	\$3,993.75	4,875.00
Property & Casualty Insurance	3,389.00	\$407.33	\$2,981.67	4,888.00
Common Area Maintenance	0.00	\$833.33	\$(833.33)	10,000.00
Lake Maintenance	1,360.00	\$1,950.00	\$(590.00)	23,400.00
Landscaping Maintenance	5,387.17	\$7,083.33	\$(1,696.16)	85,000.00
Landscaping Improvements & Repairs	0.00	\$2,083.33	\$(2,083.33)	25,000.00
Signage & Amenities Repairs	0.00	\$697.92	\$(697.92)	8,375.00
Streetlights	5,221.91	\$7,350.00	\$(2,128.09)	88,200.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$27,670.13</b>	<b>\$34,512.92</b>	<b>\$(6,842.79)</b>	<b>\$414,155.00</b>
<b>Total Expenses</b>	<b>\$27,670.13</b>	<b>\$34,512.92</b>	<b>\$(6,842.79)</b>	<b>\$414,155.00</b>
<b>Income (Loss) from Operations</b>	<b>\$(27,670.13)</b>	<b>\$0.00</b>	<b>\$(27,670.13)</b>	<b>\$0.00</b>
<b>Other Income (Expense)</b>				
Interest Income	\$2.44	\$0.00	\$2.44	\$0.00
<b>Total Other Income (Expense)</b>	<b>\$2.44</b>	<b>\$0.00</b>	<b>\$2.44</b>	<b>\$0.00</b>
<b>Net Income (Loss)</b>	<b>\$(27,667.69)</b>	<b>\$0.00</b>	<b>\$(27,667.69)</b>	<b>\$0.00</b>