Storey Drive Community Development District

### Agenda

October 6, 2022

## AGENDA

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### Storey Drive Community Development District

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

September 29, 2022

Board of Supervisors Storey Drive Community Development District

Dear Board Members:

The meeting of the Board of Supervisors of the Storey Drive Community Development District will be held **Thursday**, **October 6**, **2022 at 10:00 a.m. at the offices of GMS-CF**, **219 E. Livingston Street**, **Orlando**, **Florida**. Following is the advance agenda for the regular meeting:

- 1. Roll Call
- 2. Public Comment Period
- 3. Approval of Minutes of the September 1, 2022 Meeting
- 4. Consideration of License and Maintenance Agreement with Storey Drive Community Association, Inc. for Landscape Maintenance
- 5. Consideration of Access and Maintenance Easement with Storey Drive Community Association, Inc. Regarding Guardhouse and Related Improvements
- 6. Consideration of Landscape Maintenance Agreement
- 7. Discussion of Pending Plat Conveyances
- 8. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Balance Sheet and Income Statement
    - ii. Ratification Funding Requests #13
- 9. Other Business
- 10. Supervisor's Requests
- 11. Adjournment

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

Sincerely,

George S. Flint

George S. Flint District Manager

Cc: Jan Carpenter, District Counsel Stephen Saha, District Engineer

Enclosures

## MINUTES

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#### MINUTES OF MEETING STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Storey Drive Community Development District was held Thursday, September 1, 2022 at 10:00 a.m. at the Offices of GMS-CF, 219 East Livingston Street, Orlando, Florida.

Present and constituting a quorum were:

Adam Morgan	Chairman
Ashley Baksh	Assistant Secretary (Resigned during meeting)
Brent Kewley	Assistant Secretary
Josh Jochims	Assistant Secretary
Teresa Diaz	Assistant Secretary (Appointed)

Also present were:

George Flint Kristen Trucco Steven Saha *by phone*  District Manager District Counsel District Engineer

#### FIRST ORDER OF BUSINESS

**Roll Call** 

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

#### SECOND ORDER OF BUSNESS

**Public Comment Period** 

Mr. Flint: There are only members of staff and the Board present.

#### THIRD ORDER OF BUSINESS

#### **Organizational Matters**

**A.** Acceptance of Resignation and Appointment of Individual to Fulfill Board Vacancy Mr. Flint: I understand, Ashley, that you intend to resign from the Board?

Ms. Baksh: Yes.

Mr. Flint: Is there a motion to accept Ashley's resignation?

Mr. Morgan: I will make a motion.

On MOTION by Mr. Morgan, seconded by Mr. Jochims, with all in favor, Accepting Ashley Baksh's Resignation, was approved.

Mr. Flint: Any time a vacancy is created on the Board during the term of office, the remaining Board members appoint the replacement. Are there any nominations at this time to fill the vacancy?

Mr. Morgan: I will make a motion to nominate Teresa Diaz please.

On MOTION by Mr. Morgan, seconded by Mr. Jochims, with all in favor, Appointing Teresa Diaz to Fulfill the Board Vacancy, was approved.

#### B. Administration of Oath of Office to Newly Appointed Board Member

Mr. Flint: Here is the oath of office form for Storey Drive. As a citizen of the State of Florida and of the United States of America, and as an officer of the Storey Drive Community Development District, do you hereby solemnly swear of affirm that you will support the Constitution of the United States and of the State of Florida?

Ms. Diaz: Yes.

Mr. Flint: If you could sign where it says to print your name at the top and sign where it's says Board Supervisors.

Ms. Trucco: I will just note for the record that you already know this because you sit on Storey Park CDD as a Board of Supervisor, but you are a locally elected government official under Florida law, so you are subject to the public records law and the Sunshine law. Our office will still send you an informational packet regarding Storey Drive with all the information about that, the Public Records Law, Sunshine Law, which it sounds like you are already familiar with because you're on a different Board as a Supervisor. If you have any questions, always feel free to reach out.

Mr. Flint: Ashley was an Assistant Secretary, does the Board want to just designate Teresa as an Assistant Secretary at this point?

Mr. Morgan: Yes.

#### C. Consideration of Resolution 2022-08 Electing an Assistant Secretary

Mr. Flint: Ok. There is a resolution in your agenda 2022-08 that would elect Teresa as Assistant Secretary. Is there a motion to approve it?

Mr. Morgan: I will make a motion.

On MOTION by Mr. Morgan, seconded by Mr. Kewley, with all in favor, Resolution 2022-08 Electing an Assistant Secretary, was approved.

#### FOURTH ORDER OF BUSINESS

#### Approval of Minutes of the July 7, 2022 Meeting

Mr. Flint: Next is approval of the minutes from July 7, 2022. Did the Board have any comments or corrections to the minutes.

Mr. Morgan: They all look correct. I will make a motion to accept.

On MOTION by Mr. Morgan, seconded by Mr. Jochims, with all in favor, the Minutes of the July 7, 2022 Meeting, were approved as presented.

#### FIFTH ORDER OF BUSINESS

#### **Consideration of Resolution 2022-09 Authorizing Use of Electronic Documents and Signatures**

Mr. Flint: Next is Resolution 2022-09 authorizing the use of electronic documents and signatures.

Ms. Trucco: Yes, the Florida legislature passed a law that states that when a contract provision or a provision of law requires a signature and a document that electronic signatures will suffice to meet that requirement. Based on that law and the fact that other CDDs in this industry are utilizing electronic signature documents, we brought this resolution forward to the Board and we recommend approval just to save on time and expenses as well. Again, this is going to authorize electronic signature and certain documents that will exclude things like deeds, certain conveyance documents, and bond documents that would be excluded from this resolution. If you have any questions, feel free to ask them now. Otherwise, we would just recommend approval of 2022-09.

Mr. Morgan: I will make a motion to approve.

On MOTION by Mr. Morgan, seconded by Mr. Jochims, with all in favor, Resolution 2022-09 Authorizing Use of Electronic Documents and Signatures, was approved.

#### SIXTH ORDER OF BUSINESS

**Discussion of Pending Plat Conveyances** 

Mr. Flint: Discussion of pending plats and conveyances. Kristen, I know you were working with Steve on this.

Ms. Trucco: Right. I had emailed Steve this morning, but Darrin was working on confirming what real property tracts and improvements in Phase 1 are ready to be conveyed to the CDD. I think he had said that he was waiting for as-builts for those two stormwater tracts that the Board had approved at the last meeting for Phase 1. I had followed up with Steven to see if there are any other tracts in the Phase 1 that are ready to be conveyed to the District? I am just waiting for confirmation from him, but we will keep the Board updated and know that the developers are also looking to process a requisition. Usually it is part of that, we have a set of conveyance documents, so we are trying to wrap it all into one and get it processed as quick as we can. I have tried to pick off where Darrin and I left off with Steven this morning and sent a summary of where were at. We are just waiting for confirmation, but if you all know of any tracts that are finished in Phase 1, just let Steven and I know. From my understanding, we were waiting for as-builts for Stormwater 1 and Stormwater 2.

#### SEVENTH ORDER OF BUSINESS

#### **Staff Reports**

#### A. Attorney

Mr. Flint: Attorney's report?

Ms. Trucco: I've got nothing else, thank you.

#### **B.** Engineer

Mr. Flint: Steve, anything from engineer?

Mr. Saha: No, not yet. I got the email regarding the tracts and the requisitions. I will take a look at that. It is possible that the other stormwater tracts are ready or close to being ready. Also, water has been cleared, so the portion of water that was cleared, we can certify and do a requisition for that.

Ms. Trucco: That will transfer by bill of sale too, the improvements related to the water.

Mr. Morgan: I know that ponds three and four have been final graded and sodded. I know that the ponds are complete, and I am pretty sure the rest of the storm was completed, Phase 2, right?

Ms. Trucco: Phase 1?

Mr. Morgan: Phase 1 and Phase 2. All storms should be complete.

#### C. District Manager's Report

i. Balance Sheet and Income Statement

Mr. Flint: You have the unaudited financials through June. There is no action required by the Board. If you have questions, we can discuss those. We do have \$9,000,000 in the construction account, so it would be good to be able to pay out those requisitions as soon as possible.

#### ii. Ratification of Funding Request #10 - #12

Mr. Flint: We have ratification of funding request #10, #11, and #12. These were submitted to the developer under the Developer Funding Agreement. We are asking the Board to ratify those. Any questions on the funding requests?

Mr. Morgan: No questions. I will make a motion

On MOTION by Mr. Morgan, seconded by Mr. Kewley, with all in favor, Funding Request #10 - #12, were ratified.

EIGHTH ORDER OF BUSINESS

There being none, the next item followed.

#### NINTH ORDER OF BUSINESS

There being none, the next item followed.

#### **TENTH ORDER OF BUSINESS**

Mr. Flint adjourned the meeting.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

Other Business

Adjournment

**Supervisor's Requests** 

## SECTION IV

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#### LICENSE AND MAINTENANCE AGREEMENT BETWEEN STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT AND STOREY DRIVE COMMUNITY ASSOCIATION, INC.

THIS LICENSE AND MAINTENANCE AGREEMENT BETWEEN STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT AND STOREY DRIVE COMMUNITY ASSOCIATION, INC. (the "Agreement") is made on this \_\_\_\_\_ day of \_\_\_\_\_\_ 2022 (the "Effective Date"), by and between the STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the "District"), and STOREY DRIVE COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation, whose address is c/o Lennar Homes, LLC, 6675 Westwood Boulevard, 5<sup>th</sup> Floor, Orlando, Florida 32821 (the "Licensor").

#### RECITALS

WHEREAS, the District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended; and

WHEREAS, the Licensor is the owner of certain real property identified in <u>Exhibit "A"</u> attached hereto (the "License Area");

WHEREAS, the Licensor is a community association who owns and maintains common areas for the community referred to as Storey Drive, as further described in that certain Declaration of Covenants, Restrictions and Easements for Storey Drive, dated \_\_\_\_\_\_, \_\_\_\_, recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Orange County, Florida, as amended from time to time (the "Declaration");

WHEREAS, the District seeks access to the License Area in order to perform routine landscaping maintenance to the License Area; and

WHEREAS, the District and Licensor agree that it is in their mutual best interest to enter into this Agreement regarding access to the License Area and the maintenance of landscaping in the License Area by the District.

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

1. <u>Recitals.</u> The recitals above are true and correct and are hereby incorporated by this reference.

#### 2. Description and Use of License Area.

A. As used in this Agreement, the term "License Area" shall mean and refer to the parcels of land described in **Exhibit "A**" attached hereto. In the event of any alteration, modification and/or relocation of the License Area (or portions thereof), the District and the Licensor shall execute an amendment to this Agreement which sets forth the new location of the License Area.

B. Subject to the terms and conditions of this Agreement, the Licensor hereby grants to the District the exclusive right and license to use the License Area during the Term (as defined herein) for the purpose of the District maintaining the landscaping within the License Area.

3. <u>Term of Use of the License Area</u>. The District shall be entitled to use of the License Area in accordance with the terms and conditions of this Agreement for a period of ten (10) years beginning on the Effective Date and shall be automatically renewed for additional ten (10) year periods, unless either party provides the other party at least one hundred eighty (180) days written notice of its intent not to renew.

4. <u>Indemnification</u>. Licensor agrees to defend, indemnify, and save harmless the District from and against any and all liability for death or injury to any persons, and from and against any and all liability for loss, damage or injury to any property, incurred or sustained by District arising from, growing out of, or resulting from the maintenance of the License Area, or its agents', use of the License Area, including costs, attorney's fees, and other expenses incurred by District in defending any such claim unless such loss, damage, or injury is due to the negligence of District, its employees, agents, or invitees.

5. <u>Waiver</u>. Licensor waives and releases all claims against the District, its officers, directors, agents, employees, contractors and servants, and agrees that the District shall not be liable for injury to persons or damage to property sustained by Licensor or by an occupant of the License Area, resulting directly or indirectly from any existing or future condition, defect, matter, or thing on the License Area, or from any occurrence, act, negligence or omission of any of the District's officers, directors, agents, employees, contractors and servants or of any other person.

#### 6. <u>Governing Law and Construction of Agreement.</u>

A. This Agreement and all matters related hereto shall be governed by and construed in conformity with the laws of the State of Florida.

B. If this Agreement contains any provisions construed to be unenforceable or unlawful by a court of competent jurisdiction, the same shall be deemed modified to conform to applicable law, or if this would cause an illogical or unreasonable result, such provision shall be stricken from this Agreement without affecting the binding force and effect of the Agreement or any of its other provisions.

C. Licensor shall at all times comply with all laws, ordinances, rules and regulations, if any, of municipal, state, and federal governmental authorities relating to the License Area.

#### 7. Sovereign Immunity and Public Records.

A. Nothing contained herein, or in the Agreement, shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

B. Licensor understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Licensor agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*.

8. <u>Counterparts.</u> This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The signatures to this Agreement need not all be on a single copy of this Agreement and may be facsimiles rather than originals, and shall be fully as effective as though all signatures were originals to the same copy.

9. <u>Notice.</u>

A. Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, overnight delivery service, or courier service, and shall be given when received by the addressee. Notices shall be addressed as follows:

If to District:	<ul> <li>Storey Drive Community Development District</li> <li>c/o Governmental Management Services- Central Florida,</li> <li>LLC</li> <li>219 E. Livingston Street</li> <li>Orlando, Florida 32801</li> <li>Attention: George Flint, District Manager</li> <li>Telephone: (407) 841-5524</li> </ul>
Copy to:	Latham, Luna, Eden & Beaudine, LLP 201 S. Orange Ave., Suite 1400 Orlando, Florida 32801 Attention: Jan Albanese Carpenter, District Counsel Telephone: (407) 481-5800
If to Licensor:	Storey Drive Community Association, Inc. c/o Lennar Homes, LLC, 6675 Westwood Boulevard, 5 <sup>th</sup> Floor Orlando, Florida 32821 Attention: Michelle Barr Email: <u>michelle.barr@lennar.com</u> Telephone: (407) 285-7321

(A) Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice. Parties may change notice address by delivering written notice by mail, overnight delivery service, or courier service to the other party and such change shall become effective when received by the addressee.

10. <u>Modification</u>. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire agreement made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by all parties hereto or their respective successors in interest.

11. <u>Severability</u>. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired.

12. <u>Interpretation</u>. This Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Orange County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN ORANGE COUNTY, FLORIDA**.

[Signatures provided on following page.]

#### CO-SIGNATURE PAGE TO THE LICENSE AND MAINTENANCE AGREEMENT BETWEEN STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT AND STOREY DRIVE COMMUNITY ASSOCIATION, INC.

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

Witnesses:	District:				
	<b>STOREY DRIVE COMMUNITY</b> <b>DEVELOPMENT DISTRICT</b> , a Florida community development district.				
Signature:	<b>5</b>				
	Sign:				
Print Name:	Print:				
Signature:	Title:				
Print Name:					

### STATE OF FLORIDA)COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2022, by \_\_\_\_\_\_ as Chairman of the Board of Supervisors, of the **STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT**, a community development district organized under the laws of the State of Florida. He is [] personally known to me, or [] has produced a valid driver's license as identification.

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Notary Public My Commission Expires:

#### <u>CO-SIGNATURE PAGE TO THE LICENSE AND MAINTENANCE AGREEMENT</u> <u>BETWEEN STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT AND</u> <u>STOREY DRIVE COMMUNITY ASSOCIATION, INC.</u>

Witnesses:	Licensor:
	<b>STOREY DRIVE COMMUNITY</b> <b>ASSOCIATION, INC.</b> , a Florida not for profit corporation.
Signature:	
	Sign:
Print Name:	Print:
Signature:	Title:
Print Name:	

#### STATE OF FLORIDA ) COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by \_\_\_\_\_, as \_\_\_\_\_ of the **STOREY DRIVE COMMUNITY ASSOCIATION, INC.,** on behalf of the corporation. She/he is [] personally known to me or [] has produced a Driver's License as identification.

Notary Public My Commission Expires:

#### EXHIBIT "A"

#### "License Area"

[See attached.]

License and Maintenance Agreement (Landscaping) Storey Drive CDD and Storey Drive Community Association, Inc. (2022)



## SECTION V

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THIS INSTRUMENT PREPARED BY AND RETURN TO: Jan Albanese Carpenter, Esq. Latham, Luna, Eden & Beaudine, LLP P.O. Box 3353 Orlando, Florida 32802

> ABOVE SPACE RESERVED FOR RECORDING PURPOSES ONLY

#### MAINTENANCE AND ACCESS EASEMENT AGREEMENT

THIS MAINTENANCE AND ACCESS EASEMENT AGREEMENT (this "Easement Agreement"), made and executed the \_\_\_\_\_ day of \_\_\_\_\_\_, 2022, by the STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter the "GRANTOR"), to and in favor of the STOREY DRIVE COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation, whose address is c/o Lennar Homes, LLC, 6675 Westwood Boulevard, 5<sup>th</sup> Floor, Orlando, Florida 32821 (hereinafter the "GRANTEE").

#### WITNESETH:

WHEREAS, Grantor is the fee owner of certain real property described in <u>"Exhibit A"</u> attached hereto and made a part hereof (the "Easement Area"); and

WHEREAS, Grantee desires to obtain a non-exclusive maintenance and access easement on, over, under and across the Easement Area (the "Easement") for the purpose of accessing, operating and maintaining the Guard House and related improvements (collectively, the "Guard House") located within the Easement Area; and

WHEREAS, Grantor has agreed to grant such Easement for the aforesaid purposes, including, (i) maintaining and operating the Guard House, provided that such maintenance does not unreasonably interfere with Grantor's use of the Easement Area; (ii) accessing the Easement Area, including through necessary portions of Grantor's land in and around the Easement Area at reasonable times and upon reasonable notice, in order to accomplish the foregoing, provided that such access does not interfere with the Grantor's use of said lands, as determined by the Grantor in its sole and absolute discretion; (iii) maintaining the Guard House and Easement Area in good order and repair (collectively, the "**Permitted Uses**"), subject to the terms and conditions herein provided; and

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the mutual agreements of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **<u>Recitations</u>**. The above recitations are true and correct and are incorporated herein by this reference.

2. <u>Grant and Use of Easement Area</u>. Grantor does hereby give, grant and conveys unto the Grantee the non-exclusive Easement in perpetuity, or until such earlier date as the use thereof as set forth herein is: (i) abandoned; (ii) Grantor conveys in fee simple title to the Easement Area to Grantee, or (iii) upon the desire of the Grantor and Grantee to terminate this Easement, in accordance with the terms herein, as evidenced in writing by the parties. The Easement shall be used by the Grantee solely for the Permitted Uses.

3. **Grantor's Reservation of Rights**. Subject to the rights created herein, Grantor expressly reserves to itself, its successors and assigns, the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations or easements, any and all portions of the area upon, above, or under the Easement Area, in Grantor's reasonable discretion, for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Easement Area; provided, exercise of such rights shall not materially and adversely interfere with the Grantees' Permitted Uses of the Easement Area pursuant to the terms hereof and subject to such uses being in compliance with all applicable laws, rules and regulations.

4. **Obligations of Grantee.** Grantee shall be solely responsible for the maintenance, operation and repair of the Guard House and Easement Area. This does not impact Grantee's rights under this Easement and Grantor can elect to operate and maintain the Guard House and Easement Area if Grantee does not.

5. **Insurance.** Grantee shall maintain comprehensive general liability insurance, at the Grantee's sole expense, in the type and amount of coverage as considered customary and reasonable within its industry. The policy shall include the Grantor as an additional insured. Grantee shall ensure that any contractors installing or performing maintenance on the Easement Area shall be properly licensed and insured, sufficient to protect the interests of the Grantor, and Grantee shall ensure all such contractors include the Grantor as an additional insured. Grantee shall provide the Grantor with proof of insurance upon request.

6. **Indemnification.** Grantee agrees to defend, indemnify, and save harmless the Grantor from and against any and all liability for death or injury to any persons, and from and against any and all liability for loss, damage or injury to any property, incurred or sustained by Grantor arising from, growing out of, or resulting from this Easement Agreement, or its agents', use of the Easement Area, or any other adjacent areas where Grantee's equipment may be located, including costs, attorney's fees, and other expenses incurred by Grantor in defending any such claim unless such loss, damage, or injury is due to the negligence of Grantor, its employees, agents, or invitees.

7. <u>Limitation of Rights</u>. The Easement granted herein creates a non-exclusive easement, and the Grantee does not and shall not, at any time, claim any other interest or estate of any kind or extent whatsoever in the Easement Area by virtue of this Easement Agreement or Grantee's use of the Easement Area pursuant hereto, except as expressly set forth herein.

8. <u>Entire Agreement</u>. This Easement Agreement embodies the entire understanding of the parties hereto, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto, in the same manner as executed herein.

9. <u>Counterparts</u>. This Easement Agreement may be executed in counterparts; each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

10. <u>Termination of Agreement</u>. The Grantor or Grantee may terminate this Easement Agreement at any time by providing thirty (30) days advance written notice to the other party of its intent to so terminate this Easement Agreement. Grantee shall vacate the Easement Area upon such termination or cessation of this Easement Agreement and Grantee shall restore the Easement Area to its original condition at Grantee's sole expense.

11. <u>Notice.</u> Notices required or permitted to be given under this Easement Agreement shall be in writing, may be delivered personally or by mail, overnight delivery service, or courier service, and shall be given when received by the addressee. Notices shall be addressed as follows:

If to Grantor:	Storey Drive Community Development District c/o Governmental Management Services- Central Florida LLC 219 E. Livingston Street Orlando, Florida 32801 Attention: George Flint, District Manager Telephone: (407) 841-5524
Copy to:	Latham, Luna, Eden & Beaudine, LLP 201 S. Orange Ave., Suite 1400 Orlando, Florida 32801 Attention: Jan Albanese Carpenter, District Counsel Telephone: (407) 481-5800
If to Grantee:	Storey Drive Community Association, Inc. c/o Lennar Homes, LLC, 6675 Westwood Boulevard, 5 <sup>th</sup> Floor Orlando, Florida 32821 Attention: Michelle Barr Email: <u>michelle.barr@lennar.com</u>

#### Telephone: (407) 285-7321

12. <u>Governing Law</u>. This Easement Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

13. <u>Waiver of Jury Trial; Jurisdiction</u>. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Easement Agreement, or arising out of any matter pertaining to this Easement Agreement, shall be submitted for trial, without jury, before the Circuit Court of the Ninth Judicial Circuit in and for Osceola County, Florida. If the Circuit Court does not have jurisdiction, the matter shall be submitted to the United States District Court for the Middle District of Florida (Orlando Division). If neither of such courts shall have jurisdiction, then submittal shall be before any other court sitting in Osceola County, Florida, having subject matter jurisdiction. The parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto, and expressly waive all rights to trial by jury regarding any such matter.

14. **Binding Obligations**. This Easement Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective permitted legal representatives, successors and assigns.

15. <u>Construction of Agreement</u>. This Easement Agreement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this Easement Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted. Section headings are for convenience only and shall not be deemed a part of this Easement Agreement or considered in construing this Easement Agreement.

16. <u>No Implied Waiver</u>. No course of dealing between the parties and no delay in exercising any right, power or remedy conferred hereby or now or hereafter existing at Law, in equity, by statute or otherwise shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy. All waivers, if any, of any and all of the foregoing rights, powers or remedies must be in writing.

17. **Sovereign Immunity and Public Records Law**. Nothing herein shall cause or be construed as a waiver of the Grantor's immunity or limitations on liability granted pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in this Easement Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. Grantee understands and agrees that all documents of any kind relating to this Easement Agreement may be public records and, accordingly, Grantee agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*.

#### [SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their names by their undersigned officers thereunto duly authorized by due and lawful authority, as of the day and year first above written.

WITNESSES:	GRANTOR:			
	STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT			
Signature:				
	Signature:			
Print Name:				
	Print Name:			
Signature:				
	Title:			
Print Name:				

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

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2022, by \_\_\_\_\_\_ as Chairman of the Board of Supervisors, of the **STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized under the laws of the State of Florida. He is [] personally known to me, or [] has produced a valid driver's license as identification.

Notary Public My Commission Expires:

#### COUNTER SIGNATURE PAGE TO THE MAINTENANCE AND ACCESS EASEMENT AGREEMENT

WITNESSES:	GRANTEE:			
	<b>STOREY DRIVE COMMUNITY</b> ASSOCIATION, INC.			
Signature:				
	Signature:			
Print Name:				
	Print Name:			
Signature:				
	Title:			
Print Name:				

#### STATE OF FLORIDA ) COUNTY OF OSCEOLA )

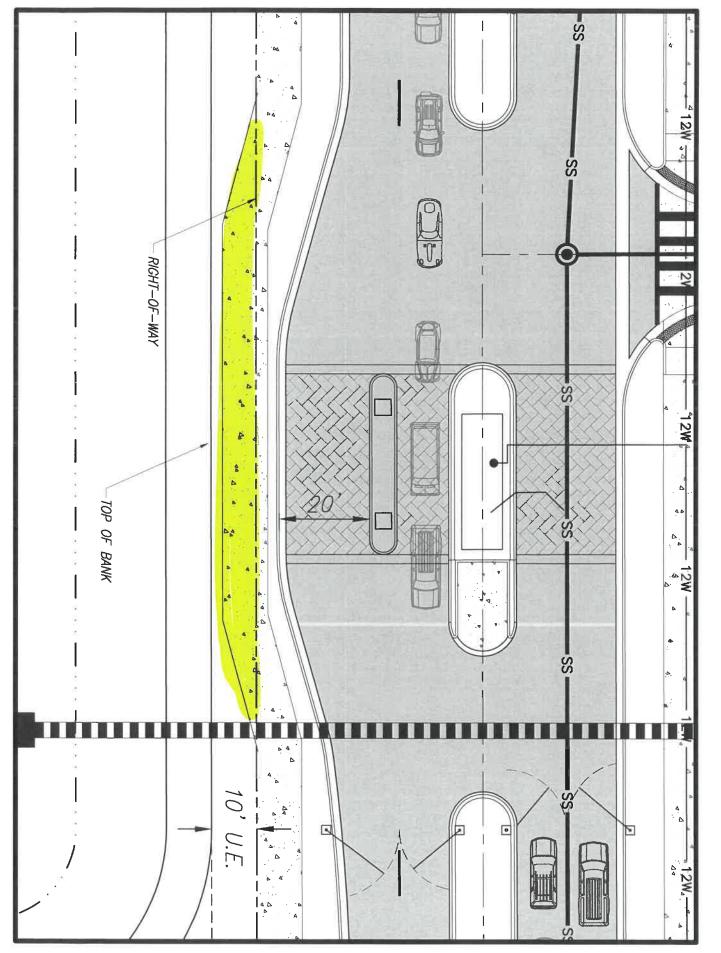
The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_\_ 2022, by \_\_\_\_\_\_ as Chairman of the Board of Supervisors, of the **STOREY DRIVE COMMUNITY ASSOCIATION**, **INC.**, a Florida not for profit corporation. He is [] personally known to me, or [] has produced a valid driver's license as identification.

Notary Public My Commission Expires: \_\_\_\_\_

#### EXHIBIT "A"

#### **Easement Area**

[See attached.]



1"=20'

# SECTION VI



# Storey Drive CDD Phase 1 & 2 Partial

Prepared for: GMS Central Florida Landscape Maintenance Bid



(352) 429 - 2171 / 7836 Cherry Lake Road, Groveland, FL 34736 / cherrylake.com

10/5/2022

# make cherrylake

GMS Central Florida Alan Scheerer

Dear Alan Scheerer,

We are pleased to present our proposal for the landscape maintenance of Storey Drive CDD Phase 1 & 2 Partial. We encourage any questions, comments or concerns that you may have and look forward to working with you.

Summary of Base Proposal:

	Monthly	Annually
General Services (Mow and Detail)	\$ 5,498	\$ 65,976
Turf/Shrub/Tree Care	\$ 305	\$ 3,660
Irrigation Maintenance 21 Valves	\$ 265	\$ 3,180
BASE SERVICES	\$ 6,068	\$ 72,816

#### **\*ADDITIONAL SERVICES**

Mulch 142 Cubic Yards 1x Per Year		\$ 562	\$ 6,744
Palm Pruning	1 Prune(s) Annually 341 Palms	\$ 1,436	\$ 17,232
FULL SERVICE	TOTAL	\$ 8,066	\$ 96,792

\*Additional Services prices not gauranteed if not part of the contract \*\* Bid good for 30 days

Thank you kindly for the opportunity,

Luis Juliao Landscape Maintenance Business Developer (407) 866-7000

### PROPOSAL BREAKDOWN - Storey Drive CDD Phase 1 & 2 Partial

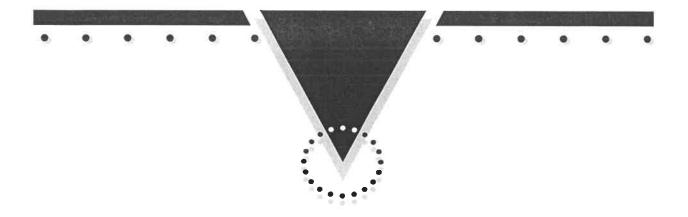
General Services	DESCRIPTION	VISITS	PER N \$	1ONTH 4,805	\$	PER YEAR 57,660
Ceneral Cervices	St. Augustine Bahia	42 27	Ψ	4,000	Ψ	07,000
	Bed Detail/ Weed Control Visits	12				
Tree Pruning	340 Tree(s) Pruned up to 1 time(s) per		\$	693		\$8,316
Included in Base Services			Subtotal		\$	65,976
Turf Care	DESCRIPTION		PER N	IONTH		PER YEAR
Includes:	Granular Fertilization, Liquid Fertilizer	+ Insecticide / Weed Control	\$	218	\$	2,616
St. Augustine	6 Applications Annually, 1.53 Acres pe	er Application				
Included in Base Services			Subtotal			\$2,616.00
Tree / Shrub Care	DESCRIPTION		PER N	IONTH		PER YEAR
Tree / Shrub Care	Granular Fertilization, Liquid Fert, Inse		\$	83	\$	996
Included in Base Services	4 applications per year or more as nee	eded	Subtotal		\$	996
			oustotal		Ψ	550
Ant Control			PER N	IONTH		PER YEAR
Ant Control	Mounds Treated when observed	All Turf	\$	4	\$	48
Included in Base Services			Subtotal		\$	48
Irrigation Maintenance						
Irrigation Inspections	DESCRIPTION 12 Inspection(s) Per Year		PER N \$	10NTH 265	\$	PER YEAR 3,180
	21 Zones		Ψ	200	Ψ	0,100
Included in Base Services			Subtotal		\$	3,180
Mulch	DESCRIPTION		PER	IONTH		PER YEAR
Mulch	142 Cubic Yards 1x Per Year		\$	562	\$	6,744
Included in Additional Services			Subtotal		\$	6,744
Palm Pruning				1 426	¢	PER YEAR
Palm Pruning	341 Pruned 1 time(s) per year		φ	1,436	Φ	17,232
Included in Additional Services			Subtotal		\$	17,232.00
			PER N	IONTH		PER YEAR
	GRAND 1	OTAL	\$	8,066	\$	96,792



# SECTION VIII

## SECTION C

# **SECTION 1**



### Storey Drive Community Development District

Unaudited Financial Reporting

August 31, 2022



# TABLE OF CONTENTS

1	BALANCE SHEET
2	GENERAL FUND INCOME STATEMENT
3	DEBT SERVICE FUND SERIES 2022
4	CAPITAL PROJECTS FUND SERIES 2022
5	MONTH TO MONTH
6	DEVELOPER CONTRIBUTION SCHEDULE
7	LONG TERM DEBT SUMMARY
8	FY22 ASSESSMENT RECEIPT SCHEDULE
9	CONSTRUCTION SCHEDULE SERIES 2022

## Storey Drive COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET August 31, 2022

	General	Debt Service	Capital Projects	Totals
	Fund	Fund	Fund	2022
ASSETS.				
ASSETS: CASH	¢4.401			64. aca
	\$4,461			\$4,461
DUE FROM DEVELOPER	\$5,664			\$5,664
SERIES 2022				
RESERVE		\$268,106		\$268,106
REVENUE	the byte star	\$30		\$30
CONSTRUCTION			\$9,125,867	\$9,125,867
TOTAL ASSETS	\$10,125	\$268,136	\$9,125,867	\$9,404,128
LIABILITIES:				
ACCOUNTS PAYABLE	\$6,466			\$6,466
FICA PAYABLE	(\$31)			(\$31)
FUND EQUITY:				
FUND BALANCES:				
UNASSIGNED	\$3,689			\$3,689
RESTRICTED FOR DEBT SERVICE 2022		\$268,136	***	\$268,136
RESTRICTED FOR CAPITAL PROJECTS 2022			\$9,125,867	\$9,125,867
TOTAL LIABILITIES & FUND EQUITY	\$10,125	\$268,136	\$9,125,867	\$9,404,128

## COMMUNITY DEVELOPMENT DISTRICT

#### **GENERAL FUND**

## Statement of Revenues & Expenditures

For The Period Ending August 31, 2022

	ADOPTED BUDGET	PRORATED BUDGET THRU 8/31/22	ACTUAL THRU 8/31/22	VADANCE
REVENUES:	BUDGET	1000/31/22	1111 0/31/22	VARIANCE
DEVELOPER CONTRIBUTIONS	\$117,118	\$107,358	\$64,382	(\$42,976
TOTAL REVENUES	\$117,118	\$107,358	\$64,382	(\$42,976
EXPENDITURES:				
ADMINISTRATIVE:				
SUPERVISORS FEES	\$12,000	\$11,000	\$4,200	\$6,800
FICA EXPENSE	\$918	\$842	\$321	\$520
ENGINEERING	\$12,000	\$11,000	\$3,219	\$7,781
ATTORNEY	\$25,000	\$22,917	\$7,999	\$14,918
DISSEMINATION	\$3,500	\$3,208	\$2,042	\$1,167
ARBITRAGE	\$450	\$450	\$0	\$450
ANNUAL AUDIT	\$2,500	\$2,500	\$2,450	\$50
TRUSTEE FEES	\$5,000	\$5,000	\$0	\$5,000
ASSESSMENT ADMINISTRATION	\$5,000	\$5,000	\$5,000	\$0
MANAGEMENT FEES	\$35,000	\$32,083	\$32,083	(\$0
INFORMATION TECHNOLOGY	\$1,050	\$963	\$963	\$0
WEBSITE MAINTENANCE	\$600	\$550	\$550	\$0
TELEPHONE	\$300	\$275	\$0	\$275
POSTAGE	\$1,000	\$917	\$116	\$800
INSURANCE	\$5,000	\$5,000	\$5,000	\$0
PRINTING & BINDING	\$1,000	\$917	\$111	\$805
LEGAL ADVERTISING	\$5,000	\$4,583	\$1,168	\$3,416
OTHER CURRENT CHARGES	\$1,000	\$917	\$25	\$892
OFFICE SUPPLIES	\$625	\$573	\$2	\$571
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
TOTAL EXPENDITURES	\$117,118	\$108,869	\$65,424	\$43,445
EXCESS REVENUES (EXPENDITURES)	\$0		(\$1,042)	
FUND BALANCE - Beginning	\$0		\$4,732	
FUND BALANCE - Ending	\$0		\$3,689	

## COMMUNITY DEVELOPMENT DISTRICT

#### **DEBT SERVICE FUND**

Statement of Revenues & Expenditures For The Period Ending August 31, 2022

	ADOPTED	PRORATED BUDGET	ACTUAL	
	BUDGET	THRU 8/31/22	THRU 8/31/22	VARIANCE
REVENUES:				
BOND PROCEEDS	\$397,774	\$397,774	\$397,774	\$0
SPECIAL ASSESSMENTS	\$169,131	\$0	\$0	\$0
INTEREST	\$0	\$0	\$401	\$401
TOTAL REVENUES	\$566,905	\$397,774	\$398,174	\$401
EXPENDITURES:				
INTEREST - 06/15	\$129,667	\$129,667	\$129,667	\$0
TOTAL EXPENDITURES	\$129,667	\$129,667	\$129,667	\$0
OTHER SOURCES/(USES):				
TRANSFER IN/OUT	\$0	\$0	(\$371)	\$371
TOTAL OTHER SOURCES/(USES)	\$0	\$0	(\$371)	\$371
EXCESS REVENUES (EXPENDITURES)	\$437,238		\$268,136	
FUND BALANCE - Beginning	\$0		\$0	
FUND BALANCE - Ending	\$0		\$268,136	

#### COMMUNITY DEVELOPMENT DISTRICT

#### CAPITAL PROJECTS FUND

Statement of Revenues & Expenditures For The Period Ending August 31, 2022

	ADOPTED	PRORATED BUDGET	ACTUAL	
DEVENUES.	BUDGET	THRU 8/31/22	THRU 8/31/22	VARIANCE
<u>REVENUES:</u>				
BOND PROCEEDS	\$0	\$0	\$9,312,226	\$9,312,226
PREMIUM	\$0	\$0	\$209,766	\$209,766
INTEREST	\$0	\$0	\$12,599	\$12,599
TOTAL REVENUES	\$0	\$0	\$9,534,591	\$9,534,591
EXPENDITURES:				
CAPITAL OUTLAY - CONSTRUCTION	\$0	\$0	\$4,020	(\$4,020)
CAPITAL OUTLAY - COST OF ISSUANCE	\$0	\$0	\$405,075	(\$405,075)
TOTAL EXPENDITURES	\$0	\$0	\$409,095	(\$409,095)
OTHER SOURCES/(USES):				
TRANSFER IN/OUT	\$0	\$0	\$371	(\$371)
TOTAL OTHER SOURCES/(USES)	\$0	\$0	\$371	(\$371)
EXCESS REVENUES (EXPENDITURES)	\$0		\$9,125,867	
FUND BALANCE - Beginning	\$0		\$0	
FUND BALANCE - Ending	\$0		\$9,125,867	
-	10			

				CO	mmunity Dev	<b>Community Development District</b>	strict						
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	Mav	unr	Int	Aut	Sept	Total
REVENUES:													
DEVELOPER CONTRIBUTIONS	\$13,234	\$4,287	\$3,927	\$3,919	\$5,117	\$3,864	\$5,324	\$4,436	\$6,993	\$7,617	\$5,664	<b>S</b> .	\$64,382
TOTAL REVENUES	\$13,234	\$4,287	\$3,927	\$3,919	\$5,117	\$3,864	\$5,324	\$4,436	\$6,993	\$7,617	\$5,664	50	\$64,382
EXPENDITURES:													
ADMINISTRATIVE:													
SUPERVISOR FEES	\$0	\$400	\$600	\$0	\$200	\$600	\$1,000	\$0	\$600	\$	\$800	\$0	\$4,200
FICA EXPENSE	\$0	\$31	\$46	\$0	\$15	\$46	\$77	\$0	\$46	\$0	\$61	\$0	\$321
ENGINEERING	\$0	\$D	\$420	\$630	\$143	\$450	\$	\$225	\$900	\$450	\$0	\$0	\$3,219
ATTORNEY	\$354	\$849	\$459	\$306	\$383	\$800	\$551	\$1,089	\$1,458	\$1,398	\$352	\$0	\$7,999
DISSEMINATION	\$0	\$0	\$0	\$0	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$0	\$2,042
ARBITRAGE	\$0	\$0	\$	\$	\$	\$	\$	\$0	\$0	8	\$0	\$0	8
ANNUAL AUDIT	\$	\$0	\$0	¢\$	\$0	\$0	\$	\$2,45D	\$0	\$0	\$0	ţ0	\$2,450
TRUSTEE FEES	\$0	\$D	\$	\$0	\$0	\$	\$0	\$0	\$0	\$0	\$	\$0	\$0
ASSESSMENT ADMINISTRATION	\$5,000	\$0	\$	\$0	\$0	\$a	\$0	\$0	\$0	\$0	\$	\$	\$5,000
MANAGEMENT FEES	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$0	\$32,083
INFORMATION TECHNOLOGY	\$88	\$88	\$88	\$88	\$38	\$88	\$88	\$88	\$88	\$88	\$88	ŞD	\$963
WEBSITE MAINTENANCE	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$5D	\$50	\$50	\$50	\$0	\$550
TELEPHONE	\$0	\$0	\$	\$0	\$0	Q\$	\$	\$0	\$	\$	\$	\$0	8
POSTAGE	\$3	\$1	\$5	\$2	\$29	\$28	53	\$5	¢	\$38	\$1	\$0	\$116
INSURANCE	\$5,000	\$0	0\$	\$0	\$D	0\$	\$0	\$0	ŞQ	S.	\$0	\$0	\$5,000
PRINTING & BINDING	\$1	ţ\$	<b>\$</b> 52	\$14	\$1	\$14	\$3	\$	\$0	55	£1\$	\$0	\$111
LEGAL ADVERTISING	\$170	\$400	\$	\$0	\$0	D\$	\$0	\$0	\$598	ţ	\$0	\$0	\$1,168
OTHER CURRENT CHARGES	\$	\$0	\$	\$0	\$25	\$	\$0	\$0	\$0	\$	\$	\$0	\$25
OFFICE SUPPLIES	\$	\$0	\$	\$0	\$1	\$0	\$0	\$D	\$0	\$0	\$0	\$0	5
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$0	S.	\$0	\$0	\$	\$	\$0	\$0	\$0	\$0	St	\$175
TOTAL EXPENDITURES	\$13,758	\$4,737	\$4,636	\$4,005	\$4,142	\$5,284	\$4,980	\$7,120	\$6,947	\$5,235	\$4,580	\$	\$65,424
	144444	the same	14mmer	1 A A AN	Anne	the and	4maa	line cost	440	dia ana	Å4 000	1	101010
EXCESS REVENUES (EXPENDITURES)	(524)	(0545)	160/\$1	(/94)	C/R¢	(174'T¢)	445¢	190176	044	78£'7¢	53U,L¢	2	(240,15)

ŝ

Funding	Prepared	Payment		Check	Total	General	General		General	ā	Due	Ű	Over and
Request	Date	Received		Amount	Funding	Fund	Fund		Fund	fre	from		(short)
#		Date			Request	Portion (21)	Portion (22)		Portion (23)	G	Capital	Ba	Balance Due
Ч	4/28/21	7/2/21	ŝ	13,775.00 \$	13,775.00	\$ 13,775.00	ŝ	ŝ	,	ŝ	•	ŝ	ı
2	5/21/21	7/2/21	ŝ	2,661.64 \$	2,661.64	\$ 2,661.64	15	۰¢ ۱	ı	ŝ	ı	ŝ	'
ę	6/30/21	7/19/21	ŝ	7,022.14 \$	7,022.14	\$ 7,022.14	ډ	\$	'	Ş	ı	ŝ	ı
4	7/16/21	9/7/21	Ş	6,202.71 \$	6,202.71	\$ 6,202.71	۰ ۶	÷.	ı	Ş	I	ŝ	ł
5	8/16/21	9/7/21	ኁ	4,795.87 \$	4,795.87	\$ 4,795.87	•	÷.	'	Ş	,	Ş	ı
9	8/25/21	9/7/21	Ŷ	5,933.75 \$	5,933.75	\$ 933.75	\$ 5,000.00	\$ 00.	'	ŝ	I	ŝ	'
7	9/19/21	2/11/22	ŝ	3,716.35 \$	3,716.35	\$ 3,716.35	۰. ډ٠	\$	'	ş	ı	ŝ	ı
۲	10/27/21	11/16/21	ŝ	9,187.23 \$	9,187.23	\$ 953.50	\$ 8,233.73	.73 \$	4	Ş	ı	Ŷ	Ţ
2	11/24/21	2/11/22	ŝ	4,286.96 \$	4,286.96	-	\$ 4,286.96	\$ 96.	1	Ş	ı	ŝ	,
ŝ	12/10/21	2/11/22	ŝ	3,927.08 \$	3,927.08	•	\$ 3,927.08	.08 \$	'	ŝ	ı	Ş	ı
4	1/17/22	2/11/22	ŝ	3,919.36 \$	3,919.36	۰ د	\$ 3,919.36	.36 \$	•	\$	ı	Ş	ı
ŝ	2/14/22	3/7/22	ŝ	5,116.94 \$	5,116.94	•	\$ 5,116.94	\$ 46.	1	Ŷ	ı	ŝ	'
9	3/14/22	4/1/22	\$	3,863.87 \$	3,863.87	- \$	\$ 3,863.87	.87 \$	'	Ŷ	¢	ŝ	ſ
7	4/15/22	4/25/22	ጭ	5,323.60 \$	5,323.60	1	\$ 5,323.60	÷ 09.	ł	ş	ı	ŝ	
00	5/17/22	5/17/22	ŝ	4,435.57 \$	4,435.57	-	\$ 4,435.57	.57 \$	ı	Ş	ł	ŝ	•
6	6/13/22	6/28/22	ŝ	6,992.90 \$	6,992.90	, ,	\$ 6,992.90	\$ 06.	ı	Ş	i	Ŷ	
10	7/18/22	8/1/22	Ŷ	7,617.41 \$	7,617.41	- \$	\$ 7,617.41	.41 \$	r	Ş	ł	ŝ	•
11	8/24/22	9/7/22	ŝ	5,664.32 \$	5,664.32	1	\$ 5,664.32	.32 \$	ſ	ŝ	I	ŝ	•
12	8/26/22	9/7/22	Ŷ	5,375.00 \$	5,375.00	۱ د	Ŷ	ŝ	5,375.00	ŝ	1	ŝ	•
13	9/14/22			Ş	10,022.09	۰ ۲	\$ 5,022.09	\$ 60 <sup>.</sup>	5,000.00	Ŷ	•	ŝ	10,022.09
Due from Developer	/eloper		Ş	109,817.70 \$	119,839.79	\$ 40,060.96	\$ 69,403.83	.83 \$	10,375.00	Ş	•	Ş	10,022.09
-				•									
otal Develo	Total Developer Contributions FY22			so	69,403.83								

STOREY DRIVE Community Development District Developer Contributions/Due from Developer

9

# STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT LONG TERM DEBT REPORT

SERIES 2022, SPE	ECIAL ASSESSMENT BONDS
INTEREST RATES:	2.550%, 3.000%, 3.250%, 4.000%
MATURITY DATE:	6/15/2052
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$268,106
RESERVE FUND BALANCE	\$268,106
BONDS OUTSTANDING - 1/27/22	\$9,710,000
	\$0
CURRENT BONDS OUTSTANDING	\$9,710,000

# STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT

## DIRECT BILLED ASSESSMENTS - FY2022

LENNAR HOMES, LLC			\$ 169,131.25		\$1	169,131.25
DATE RECEIVED	DUE DATE	CHECK NO.	 NET ASSESSED			SERIES 2022
	11/1/22		\$ 169,131.25	\$ -	\$	-
			\$ 169,131.25	\$ -	\$	-

# Storey Drive Community Development District

## Special Assessment Bonds, Series 2022

Date	Requisition #	Contractor	Description	R	equisitions
Fiscal Year 2022					
5/20/22	1	Poulos & Bennett, LLC Invs #	\$19-060(37) & 19-060(42) - Prep. Developer Reimb.	\$	4,020.00
	_	TOTAL		\$	4,020.00
Fiscal Year 2021					
2/1/22		Interest		\$	7.48
2/2/22		Transfer from Reserve		\$	0.22
3/1/22		Interest		\$	42.45
3/2/22		Transfer from Reserve		\$	1.25
4/1/22		Interest		\$	46.35
4/4/22		Transfer from Reserve		\$	1.36
5/2/22		Interest		\$	44.86
5/3/22		Transfer from Reserve		\$	1.32
6/1/22		Interest		\$	1,232.82
6/2/22		Transfer from Reserve		\$	36.26
7/1/22		Interest		\$	3,843.45
7/5/22		Transfer from Reserve		\$	113.06
8/1/22		Interest		\$	7,381.39
8/2/22		Transfer from Reserve		\$	217.05
	5 <u></u>	TOTAL		\$	12,969.32
			action Fund at 1/27/22	-	9,116,917.56
			ed thru 8/31/22	\$	12,969.32
		Requisitions F	Paid thru 8/31/22	\$	(4,020.00)
		Remaining Acquisit	tion/Construction Fund	\$ 9	9,125,866.88

# SECTION 2

# **Storey Drive**

**Community Development District** 

#### FY22 Funding Request #13 September 14, 2022

	Рауее	G	eneral Fund FY2022		General Fund FY2023
1	Governmental Management Service-CF, LLC Invoice #19 - Management Fees - September 2022 Invoice #20 - FY23 Assessment Roll Certification	\$	3,358.89	\$	5,000.00
2	<b>Latham, Luna, Eden &amp; Beaudine, LLP</b> Invoice #105773 - General Counsel - August 2022	\$	352.00		
3	Poulos & Bennett, LLC				
	Invoice #19-060(51) - Professional Services - July 2022	\$	450.00		
4	Supervisor Fees				
	September 1, 2022				
	Ashley Baksh	\$	215.30		
	Brent Kewley	\$ \$	215.30		
	Josh Jochims	\$	215.30		
	Adam Morgan	\$	215.30		
		\$	5,022.09	\$	5,000.00
			Total:	Ś	10,022.09

Please make check payable to:

Storey Drive Community Development District 1408 Hamlin Avenue, Unit E St.Cloud, FL 34771

# **GMS-Central Florida, LLC**

1001 Bradford Way Kingston, TN 37763

# Invoice

Invoice #: 19 Invoice Date: 9/1/22 Due Date: 9/1/22 Case: P.O. Number:

Bill To:

Storey Drive CDD 219 E Livingston Orlando FL 32801

-----

Description	Hours/Qty	Rate	Amount
Management Fees - September 2022 Website Administration - September 2022 Information Technology - September 2022 Dissemination Agent Services - September 2022 Office Supplies Postage Copies		2,916.67 50.00 87.50 291.67 0.18 3.57 9.30	2,916.6 50.00 87.5 291.6 0.1 3.5 9.3
	Total	s/Credits	\$3,358.89
	Balance	Due	\$3,358.89

# **GMS-Central Florida, LLC**

1001 Bradford Way Kingston, TN 37763

# Invoice

Invoice #: 20 Invoice Date: 9/15/22 Due Date: 9/15/22 Case: P.O. Number:

Bill To: Storey Drive CDD 219 E Livingston Orlando FL 32801

Description	Hours/Qty	Rate	Amount
Assessment Roll Certification - FY 2023	Hours/Qty	Rate 5,000.00	
	Total Payme	ents/Credits	\$5,000.00 \$0.00
		ce Due	\$5,000.00



201 S. ORANGE AVE, STE 1400 POST OFFICE BOX 3353 ORLANDO, FLORIDA 32801

September 12, 2022

Invoice #: 105773 Federal ID #:59-3366512

Storey Drive Community Development District 219 E. Livingston Street Orlando, FL 32801

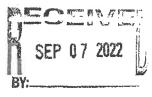
Matter ID: 7894-001

General

8/22/2022	JAC	Research regarding condo issue; emails with M. McDonald; related telephone call with Phil Gildan	0.70	\$269.50
8/30/2022	JEL	Reviewed minutes for upcoming Board of Supervisors' meeting; email correspondence with District Manager regarding correction to minutes	0.30	\$82.50
Total Profes	otal Professional Services:		1.00	\$352.00
			Total	\$352.00
		Prev	ious Balance	\$1,398.00
			Total Due	\$1,750.00

# POULOS

Poulos & Bennett, LLC 2602 E. Livingston St. Orlando, FL 32803 407-487-2594



Storey Drive Community Development District Attn: Teresa Viscarra #7hU 1408 Hamlin Avenue Unit E St. Cloud, FL 34771

Date

Project 19-060 STOREY DRIVE

Invoice number

19-060(51) 08/31/2022

Professional services for the period ending: July 31, 2022

Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining Percent	Current Billed
0.00	0.00	645.00	645.00	0.00	0.00
0.00	0.00	1,560.00	2,010.00	0.00	450.00
0.00	0.00	0.00	0.00	0.00	0.00
0.00		2,205.00	2,655.00		450.00
	Amount 0.00 0.00 0.00	Amount         Complete           0.00         0.00           0.00         0.00           0.00         0.00	Amount         Complete         Billed           0.00         0.00         645.00           0.00         0.00         1,560.00           0.00         0.00         0.00	Amount         Complete         Billed         Billed           0.00         0.00         645.00         645.00           0.00         0.00         1,560.00         2,010.00           0.00         0.00         0.00         0.00	Amount         Complete         Billed         Billed         Percent           0.00         0.00         645.00         645.00         0.00           0.00         0.00         1,560.00         2,010.00         0.00           0.00         0.00         0.00         0.00         0.00

**Hourly Tasks:** 

.402 CDD Meetings (Hrly) General

					Hours	Rate	Billed Amount
Practice Team Le	ader				2.00	225.00	450.00
.402 CDD Meetings Adam	Invoice total		450.00				
Aging Summary							
Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
19-060(49)	07/25/2022	900.00		900.00			
	Total	900.00	0.00	900.00	0.00	0.00	0.00