

*Storey Drive
Community Development District*

Agenda

November 3, 2022

AGENDA

Storey Drive

Community Development District

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

October 27, 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, November 3, 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 October 6, 2022 Meeting
4. Ratification of Series 2022 Requisition #2
5. Consideration of Resolution 2023-01 Approving the Conveyance of Real Property and Improvements from Lennar Homes – Phases 1 & 2
6. Consideration of Resolution 2023-02 Approving the Conveyance of Real Property and Improvements to OUC – Phases 1 & 2
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 Request #1
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

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, October 6, 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
Brent Kewley	Assistant Secretary
Teresa Diaz	Assistant Secretary

Also present were:

George Flint	District Manager
Kristen Trucco	District Counsel
Steven Saha <i>by phone</i>	District Engineer
Alan Scheerer	Field Manager

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment Period

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Approval of Minutes of the September 1, 2022 Meeting

Mr. Flint: Next is approval of the minutes from September 1, 2022. Did you 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. Kewley, with all in favor, the Minutes of the September 1, 2022 Meeting, were approved as presented.

FOURTH ORDER OF BUSINESS

Consideration of License and Maintenance Agreement with Story Drive Community Association, Inc. for Landscape Maintenance

Mr. Flint: Next is the License and Maintenance Agreement with the HOA for landscaping maintenance. There is a map in your agenda as well that shows what we are trying to accomplish.

Ms. Trucco: I printed out a copy of both agreements with revisions that we have made since the agenda went out. The first agreement is a License and Maintenance Agreement for certain landscaping areas, and this is with Storey Drive Community Association. The District is owning and maintaining a number of tracts and they are going to be responsible for landscaping on those tracts for the majority of the District. The COA owns certain parcels, and they are responsible for landscaping on there. The parties have decided for consistency and quality of the landscaping in the community that it would be in both parties' best interest for the District to maintain that landscaping on the parcels that the COA owns. This is a License and Maintenance Agreement that will allow the CDD to go on to the property owned by the COA and maintain the landscaping there.

Mr. Morgan: The CDD is going to maintain all the perimeter grass?

Mr. Flint: The green areas on that map.

Mr. Morgan: The red is the roads that the CDD owns and maintains?

Mr. Flint: No, the roads aren't CDD. The entrance road, which is purple, is the CDD.

Mr. Morgan: Okay, purple is CDD.

Mr. Flint: Yes, the first section of the entrance road that comes up to where the guardhouse is. There are two areas north and east of the amenity area that are shaded green that are not in separate tracts, and they are part of the tracts for the parking lot. The south end of that area that is green is a separate tract to be maintained by the CDD. For consistency, Mark wanted the north side and the east side to also be maintained. There is a tract in the corner trash compactor area.

Mr. Morgan: That is in the northeast corner?

Mr. Flint: Yes, southeast corner of the amenity area.

Mr. Scheerer: There will be a Landscape Agreement later in the meeting to highlight.

Mr. Morgan: This corner in green is just going to be an open space?

Mr. Scheerer: That is going to be the parking lot that is being removed as green space.

Mr. Morgan: Okay, that makes sense.

Mr. Scheerer: I think we had a meeting on September 15th and Mark outlined all the changes to what was going on then.

Ms. Trucco: Regarding the terms of this agreement, this is for a period of ten years. It will automatically be renewed. For an additional ten years, either party has the right to terminate the agreement by providing 180-day written notice to the other party. The CDD will be responsible for the landscaping. The COA will reimburse the District for any capital repairs in excess of \$5,000. If there ever comes a point in the future that the CDD no longer wants to maintain the landscaping or we want to change the terms of this agreement, we can do that by either terminating the agreement, either party can with a 180-day notice, or we can amend it.

Mr. Morgan: You are looking for a resolution to approve this?

Ms. Trucco: Yes, a motion to approve in substantially final form. This is still being reviewed by the COA and potentially their counsels. There may be some minor revisions, but we think that it is in substantially final form. We are just looking for motion to approve this.

On MOTION by Mr. Morgan, seconded by Mr. Kewley, with all in favor, License and Maintenance Agreement with Storey Drive Community Association, Inc. for Landscape Maintenance, was approved in substantial form.

FIFTH ORDER OF BUSINESS

Consideration of Access and Maintenance Easement with Storey Drive Community Association, Inc. Regarding Guardhouse and Related Improvements

Ms. Trucco: The next agreement you have in your agenda is also with the Storey Drive Community Association. This one we are kind of flipping positions, so the CDD owns a right-of-way tract and there is a guardhouse on that tract. The parties want the COA to be responsible for maintaining that guardhouse and improvements surrounding the guardhouse. This is an Easement Agreement that is going to allow us to do that. There is an indemnification provision in here, so the COA's going to agree to indemnify the CDD for any liability that it may face as a result of the COA maintaining that area of the CDD land.

Mr. Morgan: We are just granting the guardhouse itself and the immediate area around it?

Ms. Trucco: Correct, we have asked for District engineer's help on creating a legal description for that guardhouse. We have a rough sketch provided in your agenda. That is something that is going to be revised in this agreement. You will see that same 180-day termination

provision here. The same that we had in the License Agreement. Any improvements that remain in the easement area after this agreement is terminated for some reason can be removed by the CDD at the expense of the COA or in the event that Grantor chooses to maintain that guardhouse, the COA will agree to release all of its ownership interest and any improvements on the guardhouse or surrounding improvements.

Mr. Flint: The gates and the gate operators are on the HOA tract, but the guardhouse and the porte cochère all is going to be on the CDD tract.

Mr. Morgan: The COA and the HOA is going to pay for the actual operation and maintenance of the guard shack?

Mr. Flint: Yes, we are going to let them own it.

Ms. Trucco: We have sent it to the community association for their review, so we think this is in substantially final form. We would just be looking for a motion to approve in substantially final form subject to whatever revisions the COA makes, and it will be based on our approval, District staff and engineer's approval.

Mr. Kewley: You said the transfer of the gates has a bill of sale?

Mr. Flint: The gates and the operators are on HOA tract. This would be the guardhouse, which is currently under construction. The HOA will own the structure.

Ms. Trucco: Actually, the CDD would retain ownership and then we are giving them an easement to use the guardhouse. This is nice because if they fail to maintain it and repair to our standards, there is a provision in paragraph four that allows us to take over the maintenance of the guardhouse and then charge them for it. There is also 180-day termination provision. If this is terminated eventually, then that responsibility will fall on the CDD.

Mr. Morgan: The CDD continues to carry the insurance on it? It says that the Grantee shall maintain comprehensive general liability.

Ms. Trucco: Yes, the COA will have their own insurance for the maintenance in use of the guardhouse.

Mr. Morgan: Okay, if counsel is good with it, I'm good.

Mr. Flint: It's subject to comments back, right?

Ms. Trucco: Right.

Mr. Flint: We could be bringing this back if it changes substantially.

Ms. Trucco: It's probably a good idea to bring it back to you guys even if it's executed by the parties for ratification. We drafted these.

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

On MOTION by Mr. Morgan, seconded by Mr. Kewley, with all in favor, the Access and Maintenance Easement with Storey Drive Community Association, Inc. Regarding Guardhouse and Related Improvements, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Landscape Maintenance Agreement

Mr. Flint: We have the Landscape Maintenance Agreement.

Mr. Scheerer: Yes, on September 15th we had a Zoom call with Mark, George, Teresa, Daniel, Kristen, and me to go over the maintenance map for the Storey Drive CDD. About a week or so after that on September 20th we met onsite, Teresa, Daniel, me and Cherrylake, and did a walk-through of the areas that Lennar wanted us to turnover. We went back to Cherrylake. They put together a map that is in your agenda pack right now showing the areas that were currently being asked to maintain. The only thing that is not included are the canal embankments C3 and C2. None of those are ready to go to be turned over, but we have been asked to maintain about 15' out from the outside parameter wall.

Mr. Morgan: Who is asking you to maintain that?

Mr. Scheerer: Daniel said we should be doing that. Just the bank, just from the wall out about 15'.

Mr. Morgan: Oh, from the wall to the edge of the bank.

Mr. Scheerer: Not the slope.

Mr. Morgan: Nobody has ever been maintaining the slope since they have dug the ditch.

Mr. Scheerer: Right, none of that is included but we are making arrangements in the overall contract at some point when that is ready to be cleaned up, not C3 but maybe C2. Once that gets cleaned up and stabilized at some point, I know we are going to be asked to probably maintain from our side down to the water and then I guess the water on the other side goes to somebody else.

Mr. Morgan: We need to be maintaining the strip of sod around the wall, the outside of the wall.

Mr. Scheerer: That is correct.

Mr. Flint: That is all that is included.

Mr. Scheerer: Yes, that is really when you see the pink highlights and you are looking on the north and the east side of that, that is all that really is.

Mr. Morgan: The pink is outside of the wall?

Mr. Scheerer: Yes

Mr. Morgan: The green is just the canal itself?

Mr. Scheerer: That is the canal itself, yes. During the budget process, we received a budget number of \$129,144. As you can see, this is just a partial takeover of landscaping for \$96,792, but that includes palm tree pruning, all the irrigation inspections, and re-mulch of the areas annually.

Mr. Morgan: Did we ask for a proposal from Kirkland's since they did all the installation?

Mr. Scheerer: Cherrylake did the installation.

Mr. Morgan: Why do I see Mark Kirkland's trucks out there?

Mr. Scheerer: I've never seen Mark out there myself. I can't speak to that, but Cherrylake is the install contractor, and they are currently doing all the additional install. That is who we met with onsite. They're the original proposer for the budget.

Mr. Morgan: We budgeted \$129,144 and they came in at \$96,792.

Mr. Scheerer: This is only partial now. We are still not doing those three areas that George alluded to earlier around the townhomes and a couple of smaller easements that are in there that we are not doing. They are not landscaped yet. This is just partial of what is there. I also wanted to mention that these areas outside the wall were supposed to have been mowed prior to us taking them over. They haven't been done yet.

Mr. Morgan: I asked them not to mow it because we are still having an erosion out there.

Mr. Scheerer: Okay.

Mr. Morgan: The more grass we have, the more stabilization. I deliberately asked them not to mow it.

Mr. Scheerer: Okay, during our conversation with Mark, we mentioned that, and he said we will just have Cherrylake do it, but if you're not ready to do it, that is fine.

Mr. Morgan: I am still uncomfortable because Briar is still not maintaining the parameter.

Mr. Scheerer: Ok, included in your agenda pack is a proposal from Cherrylake for \$8,066 a month or \$96,792 per year, which lines up well within our budget and we would seek approval for this so that we can get the general maintenance items going.

Mr. Morgan: These prices are generally in line with all the other landscape budgets we have?

Mr. Scheerer: Yes, this is a good number.

Mr. Morgan: Okay, I will make a motion to approve as set forth.

On MOTION by Mr. Morgan, seconded by Ms. Diaz, with all in favor, the Landscape Maintenance Agreement, was approved.

SEVENTH ORDER OF BUSINESS

Discussion of Pending Plat Conveyances

Mr. Flint: Any plats or conveyances that we need to talk about.

Ms. Trucco: Not that I am aware of. Is anything ready to come over?

Ms. Diaz: I don't think so.

Ms. Trucco: Alright, I can get with you after the meeting or send you a follow up email and just let us know what tracts and improvements are ready for conveyance.

Mr. Morgan: We are already platted, correct?

Ms. Diaz: Yes.

Mr. Morgan: Both Phases 1 and 2 are already platted. We are worried about what we convey to the CDD.

Mr. Flint: Where are we with the requisition?

Mr. Saha: Working on that right now. We have potable water that can be done for Phase 1 and Phase 2. We received the storm as-builts and had some comments on those, but I think we will probably get the revisions back next week. The stormwater tracts, we want to start conveying those pond tracts.

Mr. Flint: Right.

Mr. Morgan: All four of them.

Mr. Saha: Yes, all four of them and I think we can.

Ms. Trucco: They have already approved Stormwater Tract 1 and 2, so I just figured we can wait.

Mr. Saha: Okay, that was done previously.

Ms. Trucco: They haven't been transferred though because the previous District engineer wanted the as-builts before he would send the certificate.

Mr. Saha: Yes, we received the as-builts I had and there were some comments with some incomplete information. I probably should get those back next week and those should be complete.

Ms. Trucco: Ok, so the potable water, all the stormwater tracts, and I'll review the plat to make sure that there are no other tracts that are intended to be transferred to the CDD that haven't.

Mr. Morgan: Alan, we are still having severe erosion on the pond banks on all four ponds?

Mr. Scheerer: Yes.

Mr. Morgan: Once again, I do not want any mowing. I just met with Briar out there on Friday and they have a lot of pond bank that they have to repair. They have to pull sediment out of the ponds where it blew out during the storm.

Mr. Scheerer: I saw that when I was there yesterday.

Mr. Morgan: We can convey it to the CDD, but in terms of maintenance, it won't be ready for a while.

Mr. Scheerer: Okay.

Mr. Morgan: I don't mind it being conveyed, but I don't want it maintained.

Mr. Scheerer: We will stay off the ponds until I hear from you.

Mr. Morgan: Yes, that sounds good.

Mr. Scheerer: Just send a message and make sure George is copied on it as well. You or Teresa just let me know before and I will call Cherrylake when I leave here today and let them know that we will be doing these sections for now and maybe we can get a minimized pricing on that to keep the ponds out for a while.

Mr. Morgan: Okay, that sounds good.

Mr. Scheerer: The outside walls by the canals, right?

Mr. Morgan: Yes.

Mr. Scheerer: You got it.

Mr. Saha: You are ok with conveying it to the CDD, but the maintenance will be held off?

Mr. Scheerer: We will hold off on the actual landscaping.

Mr. Morgan: The maintenance will be delayed until we actually get the ponds back to where they are supposed to be. They wouldn't be able to mow them right now anyway.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Flint: Anything else from the attorney or engineer?

Ms. Trucco: Not from me, I will get with Lennar and Steven to get some conveyances taken care of.

B. Engineer

Mr. Saha: The conveyances right now would just be for the tracts, or would they be for some of the physical improvements of the pipe?

Ms. Trucco: Any improvements that are completed and ready to come to the CDD before we process a requisition. For those improvements, we like to have something in writing, like a bill of sale. The underlining tracts will also be conveyed to the CDD, as long as that is pursuant to the development phase in the recorded plat.

Mr. Morgan: Steve, I don't know when the last time you were on site. All the ponds are completed, and all the underground storm is completed, but some of the manhole lids on the storm is not completed and some of them have to be elevated. I don't know what was wrong, but we just have to raise them. I counted six storm physical holes, storm structure lids that weren't connected to the manhole. In my opinion, the storm is not fully completed. Just so you are aware.

Mr. Saha: Okay.

Ms. Trucco: We will want to wait for that then before the CDD takes that.

Mr. Morgan: It is all in Phase 2, Phase 1 is done.

Ms. Trucco: Okay.

Mr. Flint: If we can get Phase 1. I want to give money to Lennar for the improvements, so let's not wait until it's all done.

Mr. Morgan: I agree to do it as we can.

Mr. Flint: If potable is ready to go, let's do it.

Mr. Morgan: Mark asks me about it all the time. Whatever we can convey, lets convey and get it out.

Ms. Trucco: Okay, if Steve's comfortable signing the certificate at least for the potable on the Phase 1 stormwater, then we can go ahead and those can be signed and then ratified so the requisition can be processed.

Mr. Saha: Potable has already been cleared, so that is not an issue. Once I receive the as-builts on the comments to make sure it's all good.

Ms. Diaz: the force main, right?

Mr. Saha: The force main, we haven't cleared any of the sanitary yet, so we don't have any wastewater clearance.

Ms. Diaz: The comments on the stormwater as-builts was about eliminating the force main.

Mr. Saha: No, we submitted the record drawings to OCU for all sanitary force and force main that way they can review it and make sure it is good. Then, they will allow us to schedule a lift station startup once all the lift station is done and set up. They are in review of all the sanitary wastewater. Once we have the lift station startup, then we can get clearance and then all wastewater is good.

Mr. Morgan: What are we looking at for the timeline?

Mr. Saha: I think we might be able to have that this month, the lift station startup.

Mr. Morgan: Sanitary clearance and lift station startup as well?

Mr. Saha: We might be able to get it this month.

Mr. Morgan: Anything related to power right now is going to probably be delayed.

Ms. Diaz: We have power already.

Mr. Morgan: Okay, good deal. If we can do that this month, that would be incredible.

C. District Manager's Report

i. Balance Sheet and Income Statement

Mr. Flint: You have the unaudited financials through August 31st. If you have questions, we can discuss those. For last fiscal year, we were operating under Developer Funding Agreement. We've put assessments in place starting October 1 and we will start seeing assessment revenue, and the funding request will go away because we'll have assessment revenue.

Mr. Morgan: We will have assessment revenue even though we haven't CO a house?

Mr. Flint: Yes, it's on the platted lots.

ii. Ratification of Funding Request #13

Mr. Flint: We have ratification of funding request #13, which is for \$10,022.09 and \$5,000 of that is for assessment roll which would be billed to the FY 2023 budget.

Mr. Morgan: Okay.

Mr. Flint: Any questions, we can discuss those. If not, I would ask for a motion to ratify funding request #13.

Mr. Morgan: I will make a motion.

On MOTION by Mr. Morgan, seconded by Ms. Diaz, with all in favor, Funding Request #13, was ratified.

NINTH ORDER OF BUSINESS

Other Business

Mr. Flint: Was there any other business or Supervisor’s requests?

Mr. Morgan: We haven’t made any requisitions yet off this have we? Construction?

Mr. Saha: Not construction. I think there has been two very small minor ones for services, but construction will be the first.

Mr. Morgan: That is what I thought.

Mr. Flint: There is one for Poulos & Bennett, LLC for \$4,020.

Mr. Morgan: I was talking about construction reimbursement. So, we have \$9,125,000 in the construction fund. You and Steven could keep in close touch and try to get these conveyances completed and all that stuff so that we can get these requisitions done.

Ms. Diaz: Yes, I have already talked to Steve about it.

Mr. Saha: Yes, we are good on potable water. We are looking at those as-builts to make sure those look good. As far as the electrical underground, Briars has pretty much installed everything.

Ms. Diaz: The conduit is installed right now.

Mr. Saha: Do we know when the traffic signal will be in?

Ms. Diaz: That is already completed.

Mr. Saha: The box culverts were part of the storm as-builts. Once I get the information on those, we can do that for the offsite as well.

Mr. Morgan: Okay, sounds great.

TENTH ORDER OF BUSINESS

Supervisor’s Requests

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS

Adjournment

Mr. Flint asked for a motion to adjourn the meeting.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

**STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2022**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Storey Drive Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of January 1, 2022, as supplemented by that certain First Supplemental Trust Indenture dated as of January 1, 2022 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **2**
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee:
Poulos & Bennett, LLC
- (D) Amount Payable: **\$1,177.50**
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):
Invoices #19-060(50) & 19-060(53) – Coordination and preparation of Developer reimbursement requisition and engineer's report.
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:
Series 2022 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Series 2022 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the Cost of the 2022 Project; and
4. each disbursement represents a cost of 2022 Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

STOREY DRIVE COMMUNITY
DEVELOPMENT DISTRICT

By: Adam Morgan
Responsible Officer

Date: 10/13/2022 | 3:13 PM PDT

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the 2022 Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

Stephen Saha
Consulting Engineer

POULOS & BENNETT

Poulos & Bennett, LLC

2602 E. Livingston St.
Orlando, FL 32803
407-487-2594

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

Invoice number 19-060(50)
Date 08/31/2022

Project **19-060 STOREY DRIVE**

Professional services for the period ending: July 31, 2022

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining Percent	Current Billed
.4011 CDD CONSTRUCTION (REQUISITIONS)	0.00	0.00	0.00	1,095.00	0.00	1,095.00
Total	0.00		0.00	1,095.00		1,095.00

Hourly Tasks:**.4011 CDD Construction (Requisitions)**

	Hours	Rate	Billed Amount
Practice Team Leader	4.50	225.00	1,012.50
Project Manager	0.50	165.00	82.50
Phase subtotal			1,095.00

CDD requisition correspondence; Work on requisitions

Invoice total **1,095.00**

POULOS & BENNETT

Poulos & Bennett, LLC

2602 E. Livingston St.
Orlando, FL 32803
407-487-2594

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

Invoice number 19-060(53)
Date 09/28/2022

Project **19-060 STOREY DRIVE**

Professional services for the period ending: August 30, 2022

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining Percent	Current Billed
.401 CDD ENGINEER'S REPORT (HRLY)	0.00	0.00	645.00	727.50	0.00	82.50
.402 CDD MEETINGS (HRLY) GENERAL	0.00	0.00	2,010.00	2,010.00	0.00	0.00
.993 CDD REIMBURSABLE EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00		2,655.00	2,737.50		82.50

Hourly Tasks:**.401 CDD Engineer's Report (Hrly)**

	Hours	Rate	Billed Amount
Project Manager	0.50	165.00	82.50
Invoice total			82.50

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
19-060(51)	08/31/2022	450.00	450.00				
	Total	450.00	450.00	0.00	0.00	0.00	0.00

SECTION V

RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT APPROVING THE CONVEYANCE OF REAL PROPERTY AND IMPROVEMENTS FROM LENNAR HOMES, LLC; AUTHORIZING DISTRICT STAFF AND THE CHAIRMAN TO REVIEW, EXECUTE AND ACCEPT ALL DOCUMENTS TO EFFECTUATE SUCH CONVEYANCE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

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

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

WHEREAS, Lennar Homes, LLC, a Florida limited liability company (hereinafter “Lennar”), has requested the transfer and acceptance of real property and infrastructure improvements, as more particularly described in the Special Warranty Deed, Bill of Sale Absolute and Agreement, Agreement Regarding Taxes, Owner’s Affidavit and Certificate of District Engineer, attached hereto as Exhibit “A” (the “Conveyance Documents”), from Lennar to the District; and

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

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

1. Incorporation of Recitals. The above recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. Approval of Acquisition and Transfer of the Real Property and Improvements. The Board hereby approves the transfer and acceptance of the real property and improvements described in Exhibit “A,” from Lennar to the District, and approves and accepts the documents evidencing such conveyances in Exhibit “A.”

3. Authorization of District Staff. The Chairman, the Vice Chairman, the Secretary, any Assistant Secretary and the District Manager of the District, and any authorized designee thereof (collectively, the "District Officers"), District Counsel, and the District Engineer are hereby authorized and directed to take all actions necessary or desirable in connection with the conveyance of the real property and improvements described in Exhibit “A,” and all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions contemplated by this Resolution.

4. Ratification of Prior Actions. All actions taken to date by the District Officers, District Manager, District Counsel, District Engineer, are hereby ratified and authorized on behalf of the District.

5. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

6. Effective Date. This Resolution shall take effect immediately upon its adoption.

[Continues on the Following Pages]

PASSED in public meeting of the Board of Supervisors of the Storey Drive Community Development District, this 3rd day of November, 2022.

**STOREY DRIVE COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Print: _____
Secretary/Asst. Secretary

By: _____
Name: _____
Title: _____

EXHIBIT "A"

CONVEYANCE DOCUMENTS

1. Special Warranty Deed
2. Bill of Sale Absolute and Agreement
3. Owner's Affidavit
4. Agreement Regarding Taxes
5. Certificate of District Engineer

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

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made as of this ____ day of November, 2022 by **LENNAR HOMES, LLC**, a Florida limited liability company (the “Grantor”), whose principal address is 6675 Westwood Boulevard, Suite 500, Orlando, Florida 32821, to **STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the “Grantee”) whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801.

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

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

**SEE EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN
BY REFERENCE.**

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name, the day and year first above written.

Signed, sealed and delivered in our presence:

“GRANTOR”

LENNAR HOMES, LLC, a Florida limited liability company

(Signature)

(Print Name)

By: _____

Print: Mark McDonald

Title: Vice President

(Signature)

(Print Name)

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of October, 2022, by Mark McDonald, as Vice President of **LENNAR HOMES, LLC**, a Florida limited liability company, on behalf of the limited liability company. Said person is [] personally known to me or [] has produced _____ as identification.

(SEAL)

Notary Public; State of Florida
Print Name: _____
Comm. Exp.: _____; Comm. No.: _____

EXHIBIT "A"

Description of the Property

Tract SW-1, according to the STOREY DRIVE plat, as recorded in Plat Book 107, Page 50, Public Records of Orange County, Florida.

Tract SW-2, according to the STOREY DRIVE plat, as recorded in Plat Book 107, Page 50, Public Records of Orange County, Florida.

Tract SW-3, according to the STOREY DRIVE plat, as recorded in Plat Book 107, Page 50, Public Records of Orange County, Florida.

Tract SW-4, according to the STOREY DRIVE plat, as recorded in Plat Book 107, Page 50, Public Records of Orange County, Florida.

Tract RW-1, according to the STOREY DRIVE plat, as recorded in Plat Book 107, Page 50, Public Records of Orange County, Florida.

Tract OS-1, according to the STOREY DRIVE plat, as recorded in Plat Book 107, Page 50, Public Records of Orange County, Florida.

Tract OS-4, according to the STOREY DRIVE plat, as recorded in Plat Book 107, Page 50, Public Records of Orange County, Florida.

Tract OS-5, according to the STOREY DRIVE plat, as recorded in Plat Book 107, Page 50, Public Records of Orange County, Florida.

Tract C-3, according to the STOREY DRIVE plat, as recorded in Plat Book 107, Page 50, Public Records of Orange County, Florida.

Tract A-1, according to the STOREY DRIVE PHASE 2 plat, as recorded in Plat Book 109, Page 80, Public Records of Orange County, Florida.

Improvements

1. Roadways
2. Master Stormwater System
3. Landscape & Hardscape
4. Professional Fees – Surveys, Plats and Plans

BILL OF SALE ABSOLUTE AND AGREEMENT

Storey Drive Community Development District

THIS BILL OF SALE ABSOLUTE AND AGREEMENT (“Agreement”) is made as of this ____ day of November, 2022, by and between **STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the “District”), a Florida community development district created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and **LENNAR HOMES, LLC**, a Florida limited liability company (hereinafter referred to as “Developer”) whose address is 6675 Westwood Boulevard, Suite 500, Orlando, Florida 32821, and

RECITALS

WHEREAS, Developer owns certain improvements, equipment and personal property located within the boundaries of the District, and the extent, nature and location of such improvements and equipment is more fully set forth in Exhibit “A” attached hereto (collectively, the “Improvements”); and

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

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

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

1. The above recitals are true and correct and are hereby incorporated into this Agreement.

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

agreements, to have and to hold unto District, its successors and assigns, to and for its or their use, forever.

3. Developer agrees that any of the above-referenced contracts, warranties, permits, approvals and guarantees which are not assignable by their terms or in respect of which consents to their assignment are required but are not available, shall be held in trust for the District by the Developer (and, if required, performed by the Developer on behalf of the District) and all benefits derived thereunder shall be for the benefit of the District.

4. The Developer represents and warrants to the District that the Developer has good and lawful right, title and interest in the Improvements and that the Improvements is free and clear of any and all liens or encumbrances, that the Improvements are in good working conditions, and as of the date hereof, there are no defaults or violations of the terms and conditions of any contracts, warranties, permits, approvals and guarantees.

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

6. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

Signed, sealed and delivered
in the presence of:

LENNAR HOMES, LLC, a Florida limited
liability company

Witness

By: _____

Printed Name

Print: Mark McDonald

Witness

Title: Vice President

Printed 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 November, 2022, by Mark McDonald as Vice President of **LENNAR HOMES, LLC**, a Florida limited liability company, on behalf of the limited liability company. Said person is [] personally known to me or [] has produced _____ as identification.

Notary Public; State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No.: _____

COUNTERPART SIGNATURE PAGE TO BILL OF SALE
Storey Drive Community Development District

**STOREY DRIVE COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

ATTEST:

By: _____
Secretary/Asst. Secretary

By: _____

Print: Adam Morgan

Title: Chairman

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of November, 2022, by Adam Morgan, as Chairman of the Board of Supervisors of the **STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, on its behalf. Said person is [] personally known to me or [] has produced _____ as identification.

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

EXHIBIT "A"

LIST AND DESCRIPTION OF IMPROVEMENTS & EQUIPMENT

1. Roadways
2. Master Stormwater System
3. Landscape & Hardscape
4. Professional Fees – Surveys, Plats and Plans

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

Tract SW-1, according to the STOREY DRIVE plat, as recorded in Plat Book 107, Page 50, Public Records of Orange County, Florida.

Tract SW-2, according to the STOREY DRIVE plat, as recorded in Plat Book 107, Page 50, Public Records of Orange County, Florida.

Tract SW-3, according to the STOREY DRIVE plat, as recorded in Plat Book 107, Page 50, Public Records of Orange County, Florida.

Tract SW-4, according to the STOREY DRIVE plat, as recorded in Plat Book 107, Page 50, Public Records of Orange County, Florida.

Tract RW-1, according to the STOREY DRIVE plat, as recorded in Plat Book 107, Page 50, Public Records of Orange County, Florida.

Tract OS-1, according to the STOREY DRIVE plat, as recorded in Plat Book 107, Page 50, Public Records of Orange County, Florida.

Tract OS-4, according to the STOREY DRIVE plat, as recorded in Plat Book 107, Page 50, Public Records of Orange County, Florida.

Tract OS-5, according to the STOREY DRIVE plat, as recorded in Plat Book 107, Page 50, Public Records of Orange County, Florida.

Tract C-3, according to the STOREY DRIVE plat, as recorded in Plat Book 107, Page 50, Public Records of Orange County, Florida.

Tract A-1, according to the STOREY DRIVE PHASE 2 plat, as recorded in Plat Book 109, Page 80, Public Records of Orange County, Florida.

OWNER'S AFFIDAVIT

Storey Drive Community Development District

**STATE OF FLORIDA
COUNTY OF ORANGE**

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

1. That Affiant knows of his own knowledge that the Owner is the fee simple title holder to certain lands located in Orange County, Florida (the "Property") and of certain infrastructure improvements on the Property (the "Improvements"), as more particularly described on Exhibit "A" attached hereto, and that Affiant is the Vice President of the Owner, is making this Affidavit in that capacity only, and that no recourse shall be made against Affiant individually.

2. That the Property and Improvements, as described in the Special Warranty Deed and Bill of Sale Absolute and Agreement, dated as of the date hereof, are free and clear of all liens and encumbrances except for those encumbrances and matters affecting title included in the plat of Storey Drive, as recorded in Plat Book 107, Page 50, of the Official Records of Orange County, Florida and the plat of Storey Drive Phase 2, as recorded in Plat Book 109, Page 80, of the Official Records of Orange County, Florida (collectively, the "Plat").

3. That Affiant knows of no facts by reason of which the title to, or possession of, the Property and Improvements might be disputed or questioned, or by reason of which any claim to any part of the Property and Improvements might be asserted adversely to Owner.

4. That there have been no liens filed against the Property or the Improvements as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge, nor any unpaid bills of any nature as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge either for services of any architect, engineer, or surveyor, or for labor or material that may have been placed on the Property or Improvements, either in the construction or repair of the Improvements, or otherwise in connection with the Property which bills may have been incurred during the last ninety (90) days.

5. That no proceedings in bankruptcy or receivership have ever been instituted by or against the Owner, nor has Owner ever made an assignment for the benefit of its creditors.

6. That Affiant knows of no action or proceeding relating to the Property or Improvements which is now pending in any state or federal court in the United States affecting the Property, nor does Affiant know of any state or federal judgment or any federal lien of any kind or nature that now constitutes a lien or charge upon the Property or Improvements.

7. That, except as set forth in the Plat, Affiant knows of no unrecorded easements, liens, or assessments for sanitary sewers, streets, roadways, paving, other public utilities or improvements against the Property, nor are there any special assessments or taxes which are not shown as existing liens by the public records.

8. That this Affidavit is given for the purposes of inducing the Storey Drive Community Development District (the "District"), a Florida community development district and local unit of special-purpose government, to accept the Owner's conveyance of the Property and Improvements to the District.

9. That there are no matters pending against Owner that could give rise to any lien(s) that could attach to the Property or the Improvements between the effective date of the Plat and the recording of the deed of conveyance, and that Affiant shall not execute nor permit the execution or recording of any instruments that would adversely affect title of the Property or the ownership of the Improvements.

10. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the District and Latham, Luna, Eden & Beaudine, LLP ("LLEB"), that withholding of tax is not required upon the disposition of a U.S. real property interest by Owner, Owner hereby swears, affirms and certifies the following to District and LLEB that Owner: (i) is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); (ii) is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii); (iii) is not a non-resident alien (as such term is defined in the Internal Revenue Code and Income Tax Regulations) for the purposes of U.S. income taxation; (iv) has an EIN/Federal Tax Identification Number of 59-0711505; (v) has a mailing address of 6675 Westwood Boulevard, Suite 500, Orlando, Florida 32821. Affiant understands that this certification may be disclosed to the Internal Revenue Service by Owner and that any false statement contained herein could be punished by fine, imprisonment, or both. Affiant understands that the District and LLEB are relying on this certification in determining whether withholding is required upon said transfer.

11. That Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has read the full facts set forth in this Affidavit and understands its content and context to be correct in all respects.

[SIGNATURES ON FOLLOWING PAGE]

FURTHER AFFIANT SAYETH NAUGHT.

DATED: _____, **2022**

Signed, sealed and delivered in our presence:

LENNAR HOMES, LLC, a Florida limited liability company

(Signature)

By: _____

(Print Name)

Print: Mark McDonald

(Signature)

Title: Vice President

(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 November, 2022, by Mark McDonald, as Vice President of **LENNAR HOMES, LLC**, a Florida limited liability company, on behalf of the limited liability company. Said person is [] personally known to me or [] has produced _____ as identification.

(SEAL)

Notary Public; State of Florida

Print Name: _____

Comm. Exp.: _____; Comm. No.: _____

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

PROPERTY

Tract SW-1, according to the STOREY DRIVE plat, as recorded in Plat Book 107, Page 50, Public Records of Orange County, Florida.

Tract SW-2, according to the STOREY DRIVE plat, as recorded in Plat Book 107, Page 50, Public Records of Orange County, Florida.

Tract SW-3, according to the STOREY DRIVE plat, as recorded in Plat Book 107, Page 50, Public Records of Orange County, Florida.

Tract SW-4, according to the STOREY DRIVE plat, as recorded in Plat Book 107, Page 50, Public Records of Orange County, Florida.

Tract RW-1, according to the STOREY DRIVE plat, as recorded in Plat Book 107, Page 50, Public Records of Orange County, Florida.

Tract OS-1, according to the STOREY DRIVE plat, as recorded in Plat Book 107, Page 50, Public Records of Orange County, Florida.

Tract OS-4, according to the STOREY DRIVE plat, as recorded in Plat Book 107, Page 50, Public Records of Orange County, Florida.

Tract OS-5, according to the STOREY DRIVE plat, as recorded in Plat Book 107, Page 50, Public Records of Orange County, Florida.

Tract C-3, according to the STOREY DRIVE plat, as recorded in Plat Book 107, Page 50, Public Records of Orange County, Florida.

Tract A-1, according to the STOREY DRIVE PHASE 2 plat, as recorded in Plat Book 109, Page 80, Public Records of Orange County, Florida.

Improvements

1. Roadways
2. Master Stormwater System
3. Landscape & Hardscape
4. Professional Fees – Surveys, Plats and Plans

AGREEMENT REGARDING TAXES
Storey Drive Community Development District

THIS AGREEMENT REGARDING TAXES (“Agreement”) is entered into this ____ day of November, 2022, by and between **LENNAR HOMES, LLC**, a Florida limited liability company, whose address is 6675 Westwood Boulevard, Suite 500, Orlando, Florida 32821 (the “Developer”), and **STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the “District”).

WITNESSETH

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

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

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

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

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

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

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

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

2. Developer hereby represents that all ad-valorem taxes and assessments relating to the Property, or any portion thereof, for tax year 2021 and all prior years have been paid in full.

3. Developer hereby agrees to pay in full, and prior to their becoming delinquent, any and all ad-valorem taxes and assessments, if any, levied on the Property for the tax year 2022.

4. Subsequent to the District's acceptance of the Property and Improvements, and only in the event the Property is not conveyed to another governmental entity, the District shall endeavor to either obtain an exemption from ad-valorem taxes pertaining to the Property or, in the alternative, shall seek a minimal valuation of the Property, from the Orange County Property Appraiser and, subsequent to tax year 2022, Developer shall have no further responsibility with regard to ad-valorem taxes or assessments levied against the Property and/or Improvements, as applicable.

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

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO AGREEMENT REGARDING TAXES
Storey Drive Community Development District

WITNESSES:

LENNAR HOMES, LLC, a Florida limited liability company

X _____

By: _____

Print: _____

Print: Mark McDonald

X _____

Title: Vice President

Print: _____

SIGNATURE PAGE TO AGREEMENT REGARDING TAXES
Storey Drive Community Development District

**STOREY DRIVE COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

ATTEST

X _____

By: _____

Print: _____
Secretary/Asst. Secretary

Print: Adam Morgan
Title: Chairman

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

PROPERTY

Tract SW-1, according to the STOREY DRIVE plat, as recorded in Plat Book 107, Page 50, Public Records of Orange County, Florida.

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Tract OS-1, according to the STOREY DRIVE plat, as recorded in Plat Book 107, Page 50, Public Records of Orange County, Florida.

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Tract A-1, according to the STOREY DRIVE PHASE 2 plat, as recorded in Plat Book 109, Page 80, Public Records of Orange County, Florida.

IMPROVEMENTS

1. Roadways
2. Master Stormwater System
3. Landscape & Hardscape
4. Professional Fees – Surveys, Plats and Plans

CERTIFICATE OF DISTRICT ENGINEER
Storey Drive Community Development District

I, **Stephen Saha, P.E.** of **Poulos & Bennett, LLC**, a Florida limited liability company, authorized to transact business in Florida, and licensed to provide professional engineering services to the public in the State of Florida under Florida Certificate of Authorization No. _____, with offices located at 2602 E. Livingston Street, Orlando, Florida 32803 (“Poulos”), hereby acknowledge and certify the following, to the best of my knowledge, information and belief, to be true and correct in all respects:

1. That I, through Poulos, currently serve as District Engineer to the Storey Drive Community Development District (the “District”).

2. That the District proposes to accept from **LENNAR HOMES, LLC**, a Florida limited liability company (“Developer”), for ownership, operation and maintenance, certain real property described in Exhibit “A” attached hereto and incorporated herein (collectively, the “Property”), plus infrastructure improvements and personal property, made in, on, over, under and through the Property and the land owned by the District, as described more completely in Exhibit “A” attached hereto and incorporated herein (collectively, the “Improvements”). Any real property being conveyed to the District is being transferred at only nominal cost to the District, so no review of an appraisal or similar documentation to reasonableness of purchase price or other valuation is required or being rendered.

3. That this certification (the “Certification”) is provided in conjunction with, and in support of, the District’s approval of the conveyance of the Property and Improvements from the Developer to the District and the District’s acceptance of such Property and Improvements. The District will rely on this Certification for such purposes.

4. That the Improvements were constructed, installed, and/or completed, as appropriate, in accordance with known plans, specifications, contracts and permits required and/or approved by any known governmental authorities, as applicable. I have reviewed the actual cost of the Improvements built or constructed by or at the direction of the Developer and the District is paying no more than the actual cost incurred, or the current value thereof, whichever is less. The Property and Improvements are in a condition acceptable for acceptance by the District.

5. That the Improvements are properly permitted by the appropriate governmental entities, and that copies of the applicable plans, specifications and permits relating to the Improvements, if any, that have actually been provided to Poulos are being held by Poulos as records of the District on its behalf.

6. That the actual cost of the Improvements built or constructed by or at the direction of the Developer, and the District shall pay no more than the actual cost incurred, or the current value thereof, whichever is less, as determined by the District Engineer.

[Signature page to follow.]

SIGNATURE PAGE TO CERTIFICATE OF DISTRICT ENGINEER
Storey Drive Community Development District

DATED: _____, 2022

Witness: _____
Print: _____

Stephen Saha, P.E.
State of Florida License No.: _____
on behalf of the company,
Poulos & Bennett, LLC

Witness: _____
Print: _____

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of November, 2022 by **STEPHEN SAHA** of Poulos & Bennett, LLC, a Florida limited liability company authorized to transact business in Florida, on behalf of said corporation. Said person is [] personally known to me or [] has produced a valid driver's license as identification.

Notary Public; State of Florida

(SEAL)

Print Name: _____
Comm. Exp.: _____
Comm. No.: _____

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

PROPERTY

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Improvements

1. Roadways
2. Master Stormwater System
3. Landscape & Hardscape
4. Professional Fees – Surveys, Plats and Plans

SECTION VI

RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT APPROVING THE CONVEYANCE OF IMPROVEMENTS FROM LENNAR HOMES, LLC AND TO ORLANDO UTILITIES COMMISSION; AUTHORIZING DISTRICT STAFF AND THE CHAIRMAN TO REVIEW, EXECUTE AND ACCEPT ALL DOCUMENTS TO EFFECTUATE SUCH CONVEYANCE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

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

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

WHEREAS, Lennar Homes, LLC, a Florida limited liability company (hereinafter “Lennar”), has requested the approval and transfer by the District of potable water distribution system infrastructure improvements, as more particularly described in the Bill of Sale Absolute and Agreement, Agreement Regarding Taxes, Owner’s Affidavit and Certificate of District Engineer, attached hereto as **Exhibit “A”** (the “Conveyance Documents”), from Lennar to the District, and thereafter from the District to the Orlando Utilities Commission (hereinafter, “OUC”); and

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

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

1. Incorporation of Recitals. The above recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. Approval of Acquisition and Transfer of the Improvements. The Board hereby approves the transfer and acceptance of the infrastructure improvements described in **Exhibit “A,”** to the District and thereafter to OUC, and approves and accepts the documents evidencing such conveyances in **Exhibit “A.”**

3. Authorization of District Staff. The Chairman, the Vice Chairman, the Secretary, any Assistant Secretary and the District Manager of the District, and any authorized designee thereof (collectively, the "District Officers"), District Counsel, and the District Engineer are hereby authorized and directed to take all actions necessary or desirable in connection with the conveyance of the infrastructure improvements described in **Exhibit “A,”** and all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions contemplated by this Resolution.

4. Ratification of Prior Actions. All actions taken to date by the District Officers, District Manager, District Counsel, District Engineer, are hereby ratified and authorized on behalf of the District.

5. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

6. Effective Date. This Resolution shall take effect immediately upon its adoption.

[Continues on the Following Pages]

PASSED in public meeting of the Board of Supervisors of the Storey Drive Community Development District, this 3rd day of November, 2022.

**STOREY DRIVE COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Print: _____
Secretary/Asst. Secretary

By: _____
Name: _____
Title: _____

EXHIBIT "A"

CONVEYANCE DOCUMENTS

1. Bill of Sale Absolute and Agreement between Lennar Homes, LLC and the Storey Drive Community Development District;
2. Bill of Sale between the Storey Drive Community Development District and the Orlando Utilities Commission;
3. Agreement Regarding Taxes between Lennar Homes, LLC and the Storey Drive Community Development District;
4. Owner's Affidavit of Lennar Homes, LLC; and
5. Certificate of District Engineer

BILL OF SALE ABSOLUTE AND AGREEMENT

Storey Drive Community Development District – Potable Water Distribution System
(Phases 1 & 2)

THIS BILL OF SALE ABSOLUTE AND AGREEMENT (“Agreement”) is made as of this ____ day of November, 2022, by and between **STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the “District”), a Florida community development district created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and **LENNAR HOMES, LLC**, a Florida limited liability company (hereinafter referred to as “Developer”) whose address is 700 N.W. 107th Avenue, Suite 400, Miami, Florida 33172, and

RECITALS

WHEREAS, Developer owns certain improvements described in Exhibit “A” attached hereto (collectively, the “Improvements”); and

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

WHEREAS, Developer desires to convey the Improvements to the District to allow such perpetual ownership, operation and maintenance or future conveyance to Orlando Utilities Commission, and the District desires to accept such ownership, operation and maintenance or future conveyance.

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

1. The above recitals are true and correct and are hereby incorporated into this Agreement.

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

materials, data, letters, and agreements, to have and to hold unto District, its successors and assigns, to and for its or their use, forever.

3. Developer agrees that any of the above-referenced contracts, warranties, permits, approvals and guarantees which are not assignable by their terms or in respect of which consents to their assignment are required but are not available, shall be held in trust for the District by the Developer (and, if required, performed by the Developer on behalf of the District) and all benefits derived thereunder shall be for the benefit of the District.

4. The Developer represents and warrants to the District that the Developer has good and lawful right, title and interest in the Improvements and that the Improvements is free and clear of any and all liens or encumbrances, that the Improvements are in good working conditions, and as of the date hereof, there are no defaults or violations of the terms and conditions of any contracts, warranties, permits, approvals and guarantees.

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

6. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

LENNAR HOMES, LLC, a Florida
limited liability company

By: _____

Print: Mark McDonald

Title: Vice President

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of November, 2022, by Mark McDonald as Vice President of **LENNAR HOMES, LLC**, a Florida limited liability company, on behalf of the limited liability company. Said person is [] personally known to me or [] has produced _____ as identification.

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

COUNTERPART SIGNATURE PAGE TO BILL OF SALE
Storey Drive Community Development District – Potable Water Distribution System
(Phase 1 & 2)

**STOREY DRIVE COMMUNITY
DEVELOPMENT DISTRICT**, a Florida
community development district

ATTEST:

By: _____
Secretary/Asst. Secretary

By: _____

Print: Adam Morgan

Title: Chairman

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of November, 2022, by Adam Morgan, as Chairman of the Board of Supervisors of the **STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, on its behalf. Said person is [] personally known to me or [] has produced _____ as identification.

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

EXHIBIT "A"

LOCATION OF IMPROVEMENTS

The Improvements are located on the following property:

STOREY DRIVE, according to the Plat thereof, as recorded in Plat Book 107, at Page 50, of the Public Records of Orange County, Florida.

STOREY DRIVE PHASE 2, according to the Plat thereof, as recorded in Plat Book 109, at Page 80, of the Public Records of Orange County, Florida.

Description of Improvements:

Potable Water Distribution System

Bill of Sale (Potable Water Distributions System)

BILL OF SALE

Potable Water Distribution System

Storey Drive Community Development District, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida, 32801 (Attention: District Manager), County of Orange, State of Florida (the “District”), for and in consideration of the sum of one (\$1.00) dollar and other valuable consideration paid to the District by Orlando Utilities Commission County (“OUC”), receipt of which is hereby acknowledged does grant, sell, transfer, convey and deliver to Buyer all pipes, lines, valves, valve boxes, fittings, equipment, manholes and other goods which comprise the potable water distribution system located on the following:

STOREY DRIVE, according to the Plat thereof, as recorded in Plat Book 107, at Page 50, of the Public Records of Orange County, Florida.

STOREY DRIVE PHASE 2, according to the Plat thereof, as recorded in Plat Book 109, at Page 80, of the Public Records of Orange County, Florida.

OUC shall have all rights and title to the goods in itself and its assigns.

District warrants that it is the lawful owner of the goods and the goods are free from all liens and encumbrances. District has good right to sell the goods and will warrant and defend the right against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, Seller has executed this Agreement at _____, Florida on _____, 2022.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

By: _____
District Signature

Notary Signature

Print Name and Date

Print Notary Name and Date

Print Company Title

STATE OF FLORIDA
COUNTY OF _____

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 Florida community development district, on its behalf. Said person is [] personally known to me or [] has produced _____ as identification.

AGREEMENT REGARDING TAXES

Storey Drive Community Development District – Potable Water Distribution System
(Phases 1 & 2)

THIS AGREEMENT REGARDING TAXES (“Agreement”) is entered into this ____ day of November, 2022, by and between **LENNAR HOMES, LLC**, a Florida limited liability company, whose address is 6675 Westwood Boulevard, Suite 500, Orlando, Florida 32821 (“Developer”), and **STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the “District”).

WITNESSETH

WHEREAS, Developer is the owner and developer of infrastructure improvements and/or personal property, made in, on, over, under and through certain property, as described on Exhibit “A” attached hereto and incorporated herein by reference (the “Improvements”); and

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

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

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

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

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

1. The above recitals are true and correct and are incorporated herein by reference.
2. Developer hereby represents that all ad-valorem taxes and assessments relating to the Improvements, or any portion thereof, for tax year 2021 and all prior years have been paid in full.
3. Developer hereby agrees to pay in full, and prior to their becoming delinquent, any and all ad-valorem taxes and assessments, if any, levied on the Improvements for the tax year 2022.

4. Subsequent to the District's acceptance of the Improvements, and only in the event the Improvements are not conveyed to another governmental entity, the District shall endeavor to either obtain an exemption from ad-valorem taxes pertaining to the Improvements, as applicable, or in the alternative, shall seek a minimal valuation of the Improvements, from the Orange County Property Appraiser, as applicable, and subsequent to tax year 2021, Developer shall have no further responsibility with regard to ad-valorem taxes or assessments levied against the Improvements, as applicable.

[SIGNATURE PAGE FOLLOWS]

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

WITNESSES:

LENNAR HOMES, LLC, a Florida limited liability company

X _____

By: _____

Print: _____

Print: _____

X _____

Title: _____

Print: _____

STOREY DRIVE COMMUNITY
DEVELOPMENT DISTRICT,
a Florida community development district

ATTEST:

X _____

By: _____

Print: _____

Print: _____

Secretary/Asst. Secretary

Title: _____

EXHIBIT "A"

DESCRIPTION OF THE IMPROVEMENTS

IMPROVEMENTS

Potable Water Distribution System

Located on the following property:

STOREY DRIVE, according to the Plat thereof, as recorded in Plat Book 107, at Page 50, of the Public Records of Orange County, Florida.

STOREY DRIVE PHASE 2, according to the Plat thereof, as recorded in Plat Book 109, at Page 80, of the Public Records of Orange County, Florida.

OWNER'S AFFIDAVIT

Storey Drive Community Development District – Potable Water Distribution System
(Phases 1 & 2)

**STATE OF FLORIDA
COUNTY OF ORANGE**

BEFORE ME, the undersigned authority, personally appeared Mark McDonald (“Affiant”) as Vice President of Lennar Homes, LLC, a Florida limited liability company, authorized to do business in Florida, whose principal address is 700 N.W. 107th Ave., Suite 400, Miami, Florida 33172 (the “Owner”), who being first duly sworn on oath says:

1. That Affiant knows of his own knowledge that the Owner is the owner of certain infrastructure improvements (the “Improvements”) on land located in Orange County, Florida, as more particularly described in Exhibit “A” attached hereto, and that Affiant is an Authorized Agent and the Vice President of the Owner, is making this Affidavit in that capacity only, and that no recourse shall be made against Affiant individually.

2. That the Improvements, as described in the Bill of Sale and Assignment, dated as of the date hereof, are free and clear of all liens and encumbrances except for those encumbrances and matters affecting title set forth in the plat of Storey Drive, as recorded in Plat Book 107, Page 50, of the Official Records of Orange County, Florida, and the plat of Storey Drive Phase 2, as recorded in Plat Book 109, Page 80, of the Official Records of Orange County, Florida (collectively, the “Plat”).

3. That Affiant knows of no facts by reason of which the title to, or possession of, the Improvements might be disputed or questioned, or by reason of which any claim to any part of the Improvements might be asserted adversely to Owner.

4. That there have been no liens filed against the Improvements as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge, nor any unpaid bills of any nature as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge either for services of any architect, engineer, or surveyor, or for labor or material that may have been placed on the Improvements, either in the construction or repair of the Improvements, or otherwise in connection with the Improvements which bills may have been incurred during the last ninety (90) days.

5. That no proceedings in bankruptcy or receivership have ever been instituted by or against the Owner, nor has Owner ever made an assignment for the benefit of its creditors.

6. That Affiant knows of no action or proceeding relating to the Improvements which is now pending in any state or federal court in the United States affecting the Improvements, nor does Affiant know of any state or federal judgment or any federal lien of any kind or nature that now constitutes a lien or charge upon the Improvements.

7. Affiant knows of no special assessments or taxes which are not shown as existing liens by the public records.

8. That this Affidavit is given for the purposes of inducing the Storey Drive Community Development District (the "District"), a Florida community development district and local unit of special-purpose government, to accept the Owner's conveyance of the Improvements to the District and for the District's future conveyances to Orlando Utilities Commission, Florida.

9. That there are no matters pending against Owner that could give rise to any lien(s) that could attach to the Improvements between the effective date of the Plat and the effective date of the Bill of Sale and Assignment for this conveyance, and that Affiant shall not execute nor permit the execution or recording of any instruments that would adversely affect ownership of the Improvements.

10. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the District and Latham, Luna, Eden & Beaudine, LLP ("LLEB"), that withholding of tax is not required upon the disposition of a U.S. real property interest by Owner, Owner hereby swears, affirms and certifies the following to District and LLEB that Owner: (i) is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); (ii) is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii); (iii) is not a non-resident alien (as such term is defined in the Internal Revenue Code and Income Tax Regulations) for the purposes of U.S. income taxation; (iv) has an EIN/Federal Tax Identification Number of 59-0711505; (v) has a mailing address of 700 N.W. 107th Ave., Suite 400, Miami, Florida 33172. Affiant understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both. Affiant understands that Buyer and LLEB are relying on this certification in determining whether withholding is required upon said transfer.

11. That Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has read the full facts set forth in this Affidavit and understands its content and context to be correct in all respects.

[SIGNATURES ON FOLLOWING PAGE]

FURTHER AFFIANT SAYETH NAUGHT.

DATED: _____, **2022**

Signed, sealed and delivered in our presence:

(Signature)

(Print Name)

(Signature)

(Print Name)

LENNAR HOMES, LLC,
a Florida limited liability company

By: _____

Print: _____

Title: _____

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2022, by Mark McDonald, as Vice President of Lennar Homes, LLC, a Florida limited liability company, on behalf of the limited liability company. Said person is [] personally known to me or [] has produced _____ as identification.

(SEAL)

Notary Public; State of Florida
Print Name: _____
Comm. Exp.: _____; Comm. No.: _____

EXHIBIT "A"

DESCRIPTION OF THE IMPROVEMENTS

Description of Improvements:

Potable Water Distribution System

The Improvements are located on the following property:

STOREY DRIVE, according to the Plat thereof, as recorded in Plat Book 107, at Page 50, of the Public Records of Orange County, Florida.

STOREY DRIVE PHASE 2, according to the Plat thereof, as recorded in Plat Book 109, at Page 80, of the Public Records of Orange County, Florida.

CERTIFICATE OF DISTRICT ENGINEER

Storey Drive Community Development District – Potable Water Distribution Systems
(Phases 1 & 2)

I, **Stephen Saha, P.E. of Poulos & Bennett, LLC**, a Florida limited liability company, authorized to transact business in Florida, and licensed to provide professional engineering services to the public in the State of Florida under Florida Certificate of Authorization No. _____, with offices located at 2602 E. Livingston Street, Orlando, Florida 32803 (“Poulos”), hereby acknowledge and certify the following, to the best of my knowledge, information and belief, to be true and correct in all respects:

1. That I, through Poulos, currently serve as District Engineer to the Storey Drive Community Development District (the “District”).

2. That the District proposes to accept from **LENNAR HOMES, LLC**, a Florida limited liability company (“Developer”), for ownership, operation and maintenance, certain infrastructure improvements described in Exhibit “A” attached hereto (collectively, the “Improvements”), and subsequently convey such real property and improvements to the Orlando Utilities Commission (“OUC”). Any infrastructure improvements being conveyed to the District are being transferred at only nominal cost to the District, so no review of an appraisal or similar documentation to reasonableness of purchase price or other valuation is required or being rendered.

3. That this certification (the “Certification”) is provided in conjunction with, and in support of, the District’s approval of the conveyance of the Improvements from the Developer to the District and the District’s subsequent conveyance of the Property and Improvements to OUC. The District will rely on this Certification for such purposes.

4. That the Improvements were constructed, installed, and/or completed, as appropriate, in accordance with known plans, specifications, contracts and permits required and/or approved by any known governmental authorities, as applicable. I have reviewed the actual cost of the Improvements built or constructed by or at the direction of the Developer and the District is paying no more than the actual cost incurred, or the current value thereof, whichever is less. The Improvements are in a condition acceptable for acceptance and conveyance by the District to OUC.

5. That the Improvements are properly permitted by the appropriate governmental entities, and that copies of the applicable plans, specifications and permits relating to the Improvements, if any, that have actually been provided to Poulos are being held by Poulos as records of the District on its behalf.

6. That the actual cost of the Improvements built or constructed by or at the direction of the Developer, and the District shall pay no more than the actual cost incurred, or the current value thereof, whichever is less, as determined by the District Engineer.

[Signature page to follow.]

SIGNATURE PAGE TO CERTIFICATE OF DISTRICT ENGINEER
Storey Drive Community Development District – Potable Water Distribution System
(Phases 1 and 2)

DATED: _____, 2022

Witness: _____
Print: _____

Stephen Saha, P.E.
State of Florida License No.: _____
on behalf of the company,
Poulos & Bennett, LLC

Witness: _____
Print: _____

**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 **STEPHEN SAHA** of Poulos & Bennett, LLC, a Florida limited liability company, authorized to transact business in Florida, on behalf of said limited liability company. Said person is [] personally known to me or [] has produced a valid driver's license as identification.

Notary Public; State of Florida

(SEAL)

Print Name: _____
Comm. Exp.: _____
Comm. No.: _____

EXHIBIT "A"

DESCRIPTION OF THE IMPROVEMENTS

The Improvements are located on the following property:

STOREY DRIVE, according to the Plat thereof, as recorded in Plat Book 107, at Page 50, of the Public Records of Orange County, Florida.

STOREY DRIVE PHASE 2, according to the Plat thereof, as recorded in Plat Book 109, at Page 80, of the Public Records of Orange County, Florida.

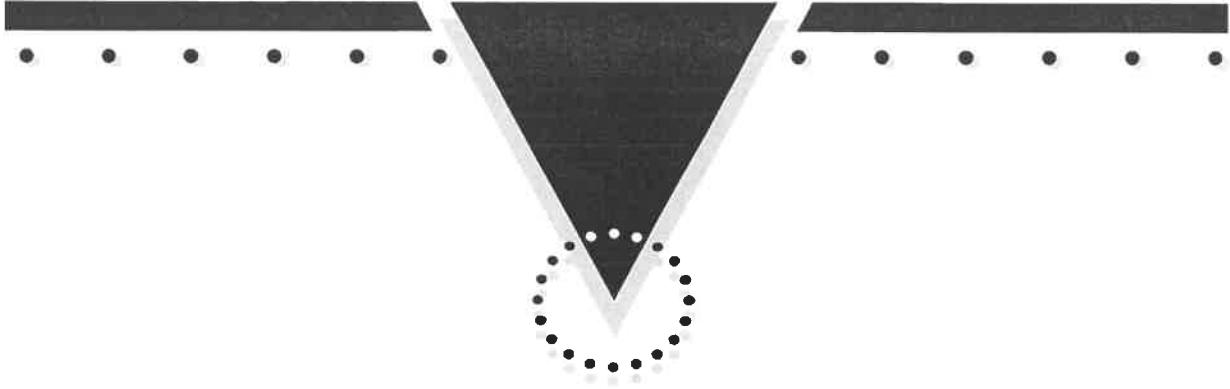
Description of Improvements:

Potable Water Distribution System

SECTION VIII

SECTION C

SECTION 1



**Storey Drive
Community Development District**

Unaudited Financial Reporting

September 30, 2022



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Storey Drive
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
September 30, 2022

	General Fund	Debt Service Fund	Capital Projects Fund	Totals 2022
<u>ASSETS:</u>				
CASH	\$3,630	--	-	\$3 ,630
DUE FROM DEVELOPER	\$8,531	-	-	\$8,531
PREPAID EXPENSES	\$5,375	-	-	\$ 5,375
ASSESSMENT RECEIVABLE SERIES 2022	-	\$1 69,131	-	\$1 69,131
RESERVE	-	\$2 68,106	-	\$2 68,106
REVENUE	-	\$30	-	\$30
CONSTRUCTION	-	-	\$ 9,138,170	\$9,138,170
TOTAL ASSETS	\$17,536	\$437,268	\$9,138,170	\$9,592,974
<u>LIABILITIES:</u>				
ACCOUNTS PAYABLE	\$7,670	-	\$1 ,178	\$8,847
DEFERRED REVENUE	\$5,375	-	-	\$ 5,375
<u>FUND EQUITY:</u>				
FUND BALANCES:				
UNASSIGNED	\$4,491	-	-	\$ 4,491
RESTRICTED FOR DEBT SERVICE 2022	-	\$ 437,268	-	\$ 437,268
RESTRICTED FOR CAPITAL PROJECTS 2022	-	-	\$ 9,136,992	\$9,136,992
TOTAL LIABILITIES & FUND EQUITY	\$17,536	\$437,268	\$9,138,170	\$9,592,974

STOREY DRIVE

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending September 30, 2022

	ADOPTED BUDGET	PRORATED BUDGET THRU 9/30/22	ACTUAL THRU 9/30/22	VARIANCE
REVENUES:				
DEVELOPER CONTRIBUTIONS	\$117,118	\$117,118	\$72,913	(\$44,205)
TOTAL REVENUES	\$117,118	\$117,118	\$72,913	(\$44,205)
EXPENDITURES:				
ADMINISTRATIVE:				
SUPERVISORS FEES	\$12,000	\$12,000	\$5,000	\$7,000
FICA EXPENSE	\$918	\$918	\$383	\$536
ENGINEERING	\$12,000	\$12,000	\$3,301	\$8,699
ATTORNEY	\$25,000	\$25,000	\$11,426	\$13,574
DISSEMINATION	\$3,500	\$3,500	\$2,333	\$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	\$35,000	\$35,000	(\$0)
INFORMATION TECHNOLOGY	\$1,050	\$1,050	\$1,050	\$0
WEBSITE MAINTENANCE	\$600	\$600	\$600	\$0
TELEPHONE	\$300	\$300	\$0	\$300
POSTAGE	\$1,000	\$1,000	\$120	\$880
INSURANCE	\$5,000	\$5,000	\$5,000	\$0
PRINTING & BINDING	\$1,000	\$1,000	\$121	\$879
LEGAL ADVERTISING	\$5,000	\$5,000	\$1,168	\$3,833
OTHER CURRENT CHARGES	\$1,000	\$1,000	\$25	\$975
OFFICE SUPPLIES	\$625	\$625	\$2	\$623
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
TOTAL EXPENDITURES	\$117,118	\$117,118	\$73,153	\$43,965
EXCESS REVENUES (EXPENDITURES)	\$0		(\$240)	
FUND BALANCE - Beginning	\$0		\$4,732	
FUND BALANCE - Ending	\$0		\$4,491	

STOREY DRIVE

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND

Statement of Revenues & Expenditures

For The Period Ending September 30, 2022

	ADOPTED BUDGET	PRORATED BUDGET THRU 9/30/22	ACTUAL THRU 9/30/22	VARIANCE
<u>REVENUES:</u>				
BOND PROCEEDS	\$397,774	\$397,774	\$397,774	\$0
SPECIAL ASSESSMENTS	\$169,131	\$169,131	\$169,131	\$0
INTEREST	\$0	\$0	\$752	\$752
TOTAL REVENUES	\$566,905	\$566,905	\$567,657	\$752
<u>EXPENDITURES:</u>				
INTEREST - 06/15	\$129,667	\$129,667	\$129,667	\$0
TOTAL EXPENDITURES	\$129,667	\$129,667	\$129,667	\$0
<u>OTHER SOURCES/(USES):</u>				
TRANSFER IN/OUT	\$0	\$0	(\$722)	\$722
TOTAL OTHER SOURCES/(USES)	\$0	\$0	(\$722)	\$722
EXCESS REVENUES (EXPENDITURES)	\$437,238		\$437,268	
FUND BALANCE - Beginning	\$0		\$0	
FUND BALANCE - Ending	\$0		\$437,268	

STOREY DRIVE

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND

Statement of Revenues & Expenditures

For The Period Ending September 30, 2022

	ADOPTED BUDGET	PRORATED BUDGET THRU 9/30/22	ACTUAL THRU 9/30/22	VARIANCE
<u>REVENUES:</u>				
BOND PROCEEDS	\$0	\$0	\$9,312,226	\$9,312,226
PREMIUM	\$0	\$0	\$209,766	\$209,766
INTEREST	\$0	\$0	\$24,551	\$24,551
TOTAL REVENUES	\$0	\$0	\$9,546,543	\$9,546,543
<u>EXPENDITURES:</u>				
CAPITAL OUTLAY - CONSTRUCTION	\$0	\$0	\$5,198	(\$5,198)
CAPITAL OUTLAY - COST OF ISSUANCE	\$0	\$0	\$405,075	(\$405,075)
TOTAL EXPENDITURES	\$0	\$0	\$410,273	(\$410,273)
<u>OTHER SOURCES/(USES):</u>				
TRANSFER IN/OUT	\$0	\$0	\$722	(\$722)
TOTAL OTHER SOURCES/(USES)	\$0	\$0	\$722	(\$722)
EXCESS REVENUES (EXPENDITURES)	\$0		\$9,136,992	
FUND BALANCE - Beginning	\$0		\$0	
FUND BALANCE - Ending	\$0		\$9,136,992	

STOREY DRIVE
Community Development District

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
REVENUES:													
DEVELOPER CONTRIBUTIONS	\$13,234	\$4,287	\$3,927	\$3,919	\$5,117	\$3,864	\$5,324	\$4,436	\$6,893	\$7,617	\$5,664	\$8,331	\$72,913
TOTAL REVENUES	\$13,234	\$4,287	\$3,927	\$3,919	\$5,117	\$3,864	\$5,324	\$4,436	\$6,893	\$7,617	\$5,664	\$8,331	\$72,913
EXPENDITURES:													
ADMINISTRATIVE:													
SUPERVISOR FEES	\$0	\$400	\$600	\$0	\$200	\$600	\$1,000	\$0	\$600	\$0	\$800	\$800	\$5,000
FICA EXPENSE	\$0	\$31	\$46	\$0	\$15	\$46	\$77	\$0	\$46	\$0	\$61	\$61	\$383
ENGINEERING	\$0	\$0	\$420	\$630	\$143	\$450	\$0	\$225	\$800	\$450	\$83	\$0	\$3,301
ATTORNEY	\$354	\$849	\$459	\$306	\$383	\$600	\$551	\$1,089	\$1,458	\$1,398	\$352	\$3,427	\$11,426
DISSEMINATION	\$0	\$0	\$0	\$0	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$2,333
ARBITRAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ANNUAL AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,450	\$0	\$0	\$0	\$0	\$2,450
TRUSTEE FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ASSESSMENT ADMINISTRATION	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$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	\$2,917	\$23,917
INFORMATION TECHNOLOGY	\$88	\$88	\$88	\$88	\$88	\$88	\$88	\$88	\$88	\$88	\$88	\$88	\$88
WEBSITE MAINTENANCE	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POSTAGE	\$3	\$1	\$5	\$2	\$29	\$28	\$3	\$5	\$0	\$38	\$1	\$4	\$120
INSURANCE	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
PRINTING & BINDING	\$1	\$1	\$52	\$14	\$1	\$14	\$3	\$4	\$0	\$3	\$19	\$9	\$121
LEGAL ADVERTISING	\$170	\$400	\$0	\$0	\$0	\$0	\$0	\$0	\$598	\$0	\$0	\$0	\$1,168
OTHER CURRENT CHARGES	\$0	\$0	\$0	\$0	\$25	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25
OFFICE SUPPLIES	\$0	\$0	\$0	\$0	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
TOTAL EXPENDITURES	\$13,758	\$4,737	\$4,636	\$4,006	\$4,142	\$5,284	\$4,980	\$7,120	\$6,947	\$5,235	\$4,662	\$7,647	\$73,153
EXCESS REVENUES (EXPENDITURES)	(\$524)	(\$450)	(\$709)	(\$87)	\$975	(\$1,420)	\$344	(\$2,684)	\$46	\$2,382	\$1,002	\$885	(\$240)

STOREY DRIVE
Community Development District
Developer Contributions/Due from Developer

Funding Request #	Prepared Date	Payment Received Date	Check Amount	Total Funding Request	General Fund Portion (21)	General Fund Portion (22)	General Fund Portion (23)	Due from Capital	Over and (short) Balance Due
1	4/28/21	7/2/21	\$ 13,775.00	\$ 13,775.00	\$ 13,775.00	\$ -	\$ -	\$ -	\$ -
2	5/21/21	7/2/21	\$ 2,661.64	\$ 2,661.64	\$ 2,661.64	\$ -	\$ -	\$ -	\$ -
3	6/30/21	7/19/21	\$ 7,022.14	\$ 7,022.14	\$ 7,022.14	\$ -	\$ -	\$ -	\$ -
4	7/16/21	9/7/21	\$ 6,202.71	\$ 6,202.71	\$ 6,202.71	\$ -	\$ -	\$ -	\$ -
5	8/16/21	9/7/21	\$ 4,795.87	\$ 4,795.87	\$ 4,795.87	\$ -	\$ -	\$ -	\$ -
6	8/25/21	9/7/21	\$ 5,933.75	\$ 5,933.75	\$ 933.75	\$ 5,000.00	\$ -	\$ -	\$ -
7	9/19/21	2/11/22	\$ 3,716.35	\$ 3,716.35	\$ 3,716.35	\$ -	\$ -	\$ -	\$ -
1	10/27/21	11/16/21	\$ 9,187.23	\$ 9,187.23	\$ 953.50	\$ 8,233.73	\$ -	\$ -	\$ -
2	11/24/21	2/11/22	\$ 4,286.96	\$ 4,286.96	\$ -	\$ 4,286.96	\$ -	\$ -	\$ -
3	12/10/21	2/11/22	\$ 3,927.08	\$ 3,927.08	\$ -	\$ 3,927.08	\$ -	\$ -	\$ -
4	1/17/22	2/11/22	\$ 3,919.36	\$ 3,919.36	\$ -	\$ 3,919.36	\$ -	\$ -	\$ -
5	2/14/22	3/7/22	\$ 5,116.94	\$ 5,116.94	\$ -	\$ 5,116.94	\$ -	\$ -	\$ -
6	3/14/22	4/1/22	\$ 3,863.87	\$ 3,863.87	\$ -	\$ 3,863.87	\$ -	\$ -	\$ -
7	4/15/22	4/25/22	\$ 5,323.60	\$ 5,323.60	\$ -	\$ 5,323.60	\$ -	\$ -	\$ -
8	5/17/22	5/17/22	\$ 4,435.57	\$ 4,435.57	\$ -	\$ 4,435.57	\$ -	\$ -	\$ -
9	6/13/22	6/28/22	\$ 6,992.90	\$ 6,992.90	\$ -	\$ 6,992.90	\$ -	\$ -	\$ -
10	7/18/22	8/1/22	\$ 7,617.41	\$ 7,617.41	\$ -	\$ 7,617.41	\$ -	\$ -	\$ -
11	8/24/22	9/7/22	\$ 5,664.32	\$ 5,664.32	\$ -	\$ 5,664.32	\$ -	\$ -	\$ -
12	8/26/22	9/7/22	\$ 5,375.00	\$ 5,375.00	\$ -	\$ -	\$ 5,375.00	\$ -	\$ -
13	9/14/22	10/20/22	\$ 10,022.09	\$ 10,022.09	\$ -	\$ 5,022.09	\$ 5,000.00	\$ -	\$ -
1	10/27/22		\$ 7,962.19	\$ 7,962.19	\$ -	\$ 3,509.00	\$ 4,453.19	\$ -	\$ 7,962.19
Due from Developer				\$ 119,839.79	\$ 40,060.96	\$ 72,912.83	\$ 14,828.19	\$ -	\$ 7,962.19
Total Developer Contributions FY22				<u>\$ 72,912.83</u>					

**STOREY DRIVE
COMMUNITY DEVELOPMENT DISTRICT
LONG TERM DEBT REPORT**

SERIES 2022, SPECIAL 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

\$169,131.25

DATE RECEIVED	DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	SERIES 2022
10/4/22	11/1/22	1891154	\$ 169,131.25	\$ 169,131.25	\$ 169,131.25
			\$ 169,131.25	\$ 169,131.25	\$ 169,131.25

**Storey Drive
Community Development District
Special Assessment Bonds, Series 2022**

Date	Requisition #	Contractor	Description	Requisitions
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 2022				
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
9/1/22		Interest		\$ 11,951.71
9/2/22		Transfer from Reserve		\$ 351.14
TOTAL				\$ 25,272.17
Acquisition/Construction Fund at 1/27/22				\$ 9,116,917.56
Interest Earned thru 9/30/22				\$ 25,272.17
Requisitions Paid thru 9/30/22				\$ (4,020.00)
Remaining Acquisition/Construction Fund				\$ 9,138,169.73

SECTION 2

Storey Drive

Community Development District

FY23 Funding Request #1
October 27, 2022

Payee	General Fund FY2022	General Fund FY2023
1 Governmental Management Service-CF, LLC		
Invoice #21 - Management Fees - October 2022		\$ 3,397.59
Invoice #22 - Field Management - October 2022		\$ 625.00
2 Latham, Luna, Eden & Beaudine, LLP		
Invoice #106200 - General Counsel - September 2022	\$ 3,426.50	
3 Poulos & Bennett, LLC		
Invoice #19-060(53) - Professional Services - August 2022	\$ 82.50	
4 Supervisor Fees		
October 6, 2022		
Brent Kewley		\$ 215.30
Adam Morgan		\$ 215.30
	\$ 3,509.00	\$ 4,453.19
	Total:	\$ 7,962.19

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 #: 21
Invoice Date: 10/1/22
Due Date: 10/1/22
Case:
P.O. Number:

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

Description	Hours/Qty	Rate	Amount
Management Fees - October 2022		2,916.67	2,916.67
Website Administration - October 2022		66.67	66.67
Information Technology - October 2022		108.33	108.33
Dissemination Agent Services - October 2022		291.67	291.67
Office Supplies		0.15	0.15
Postage		3.00	3.00
Copies		11.10	11.10

Total	\$3,397.59
Payments/Credits	\$0.00
Balance Due	\$3,397.59

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 22
Invoice Date: 10/1/22
Due Date: 10/1/22
Case:
P.O. Number:

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

Description #\	Hours/Qty	Rate	Amount
Field Management - October 2022 10-578-12		625.00	625.00
Total			\$625.00
Payments/Credits			\$0.00
Balance Due			\$625.00



LATHAM, LUNA,
EDEN & BEAUDINE,
ATTORNEYS AT LAW

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

October 12, 2022

Invoice #: 106200
Federal ID #:59-3366512

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

#2
210-517-3113

OCT 13 2022

Matter ID: 7894-001

General

For Professional Services Rendered:

Date	Initials	Description	Hours	Amount
9/1/2022	KET	Review of Plats regarding upcoming conveyances to the District. Email correspondence with the District Engineer to confirm the real property tracts and improvements ready for conveyance to the District. Attended Board of Supervisors' meeting. Preparation of task list.	2.10	\$577.50
9/15/2022	KET	Email correspondence with the District Manager regarding maintenance responsibilities with the Developer.	0.20	\$55.00
9/20/2022	KET	Continued review of plats regarding ownership and maintenance of tracts amongst the District and the HOA.	0.80	\$220.00
9/20/2022	JEL	Discussion regarding maintenance responsibilities	0.20	\$55.00
9/20/2022	JAC	Telephone conference with Lennar	0.40	\$154.00
9/22/2022	JAC	Brief summary of two documents needed to apportion maintenance responsibilities between HOA & CDD	0.40	\$154.00
9/23/2022	JEL	Preparation of maintenance and license agreement	2.00	\$550.00
9/23/2022	KET	Email correspondence with the District Engineer regarding the status of the conveyances of real property and improvements in Phase 1A to the District from the Developer. Preparation of the Maintenance and Access Easement Agreement between the District and the Storey Drive Community Association, Inc. regarding the guard house and related improvements.	2.10	\$577.50
9/27/2022	KET	Preparation for upcoming Board of Supervisors' meeting, including reviewing the status of completion of real property tracts and improvements to be conveyed to the District. Preparation of Access and Maintenance Easement for Guard House.	0.70	\$192.50
9/29/2022	KET	Continued to work on License and Maintenance Agreement with the Storey Drive Community Association, Inc. and Maintenance and Access Easement Agreement with the Storey Drive Community Association, Inc. regarding maintenance of the Guard House. Email correspondence to the Developer and District Manager regarding same.	1.40	\$385.00
9/29/2022	JEL	Revised Maintenance and License Agreement	0.20	\$55.00
9/30/2022	JEL	Review of Property Appraiser ownership map	0.10	\$27.50
9/30/2022	JAC	Complete edits to draft Landscape Access and Maintenance Agreement	1.10	\$423.50
Total Professional Services:			11.70	\$3,426.50

Total **\$3,426.50**
Previous Balance \$352.00

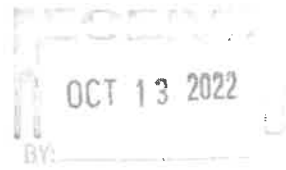
Payments & Credits

Date	Type	Notes	Amount
		Payments & Credits	\$0.00

Total Due \$3,778.50

POULOS & BENNETT

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



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

#7
 210-52-711

Invoice number 19-060(53)
 Date 09/28/2022
 Project 19-060 STOREY DRIVE

Professional services for the period ending: August 30, 2022

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining Percent	Current Billed
.401 CDD ENGINEER'S REPORT (HRLY)	0.00	0.00	645.00	727.50	0.00	82.50
.402 CDD MEETINGS (HRLY) GENERAL	0.00	0.00	2,010.00	2,010.00	0.00	0.00
.993 CDD REIMBURSABLE EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00		2,655.00	2,737.50		82.50

Hourly Tasks:

.401 CDD Engineer's Report (Hrly)

	Hours	Rate	Billed Amount
Project Manager	0.50	165.00	82.50
Invoice total			82.50

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
19-060(51)	08/31/2022	450.00	450.00				
	Total	450.00	450.00	0.00	0.00	0.00	0.00