Grande Pines
Community Development District

Agenda

November 21, 2022

AGENDA

Grande Pines
Community Development District

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

Board of Supervisors
Grande Pines
Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of **Grande Pines Community Development District** will be held **Monday, November 21, 2022 at 10:00 AM at the Offices of GMS-CF, LLC, 219 East Livingston Street, Orlando, Florida 32801.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Organizational Matters
    A. Administration of Oaths of Office to Newly Elected Board Members
    B. Consideration of Resolution 2023-01 Canvassing and Certifying the Results of the Landowners' Election
    C. Election of Officers
    D. Consideration of Resolution 2023-02 Electing Officers
4. Approval of Minutes of the October 17, 2022 Meeting and Acceptance of Minutes of the November 1, 2022 Landowners' Meeting
5. Consideration of Resolution 2023-03 Authorizing the Use of Electronic Documents and Signatures
6. Consideration of Cost Sharing Agreement for Maintenance of Shared Infrastructure with PAC I-Drive Apartments, LLC
7. Approval of Correspondence to Orange County
8. Staff Reports
    A. Attorney
    B. Engineer
    C. District Manager's Report
        i. Balance Sheet and Income Statement
        ii. Ratification of Funding Requests 34-36
9. Other Business
10. Supervisors Requests
11. Adjournment

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

The third order of business is organizational matters. Sub-section B is the consideration of resolution 2023-01 canvassing and certifying the results of the landowners' election. A copy of the resolution is enclosed for your review. Sub-section D is the consideration of resolution 2023-02 electing officers. The resolution is enclosed for your review.

The fourth order of business is the approval of the minutes of the October 17, 2022 meeting and acceptance of the November 1, 2022 Landowners' meeting minutes. A copy of the minutes are enclosed for your review.

The fifth order of business is the consideration of resolution 2023-03 authorizing the use of electronic documents and signatures. A copy of the resolution is enclosed for your review.

The sixth order of business is the consideration of the cost share agreement for maintenance of shared infrastructure with PAC I-Drive Apartments, LLC. The agreement is enclosed for your review.

The seventh order of business is the approval of correspondence with Orange County. The letter is enclosed for review.

The eighth order of business is staff reports. Sub-section 1 of the District Manager's Report includes the balance sheet and income statement for your review.

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

Sincerely,

George Flint

George S. Flint
District Manager

CC: Darrin Mossing, GMS

Enclosures

SECTION III

SECTION B

RESOLUTION 2023-01

A RESOLUTION CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF THE GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES

WHEREAS, pursuant to Section 190.006(2), Florida Statute, a landowners' meeting is required to be held within 90 days of the District's creation and every two years following the creation of a Community Development District for the purpose of electing three (3) supervisors for the District; and

WHEREAS, following proper notice of once a week for 2 consecutive weeks in a newspaper of general circulation in the area of the District, the last day of such publication to be not fewer than 14 days or more than 28 days before the date of the election, such landowners' meeting was held on **November 1, 2022**, at which the below-recited persons were duly elected by virtue of the votes cast in their respective favor; and

WHEREAS, the Board of Supervisors by means of this Resolution desire to canvas the votes and declare and certify the results of said election;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT:

1. The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as follows:

Supervisor	**# of Votes**	**Terms**
Jerri (Amanda) Whitney	100	4-Year Term
Randy Jones	100	4-Year Term
Suhiel Rojas	99	2-Year Term

2. The terms of office shall commence immediately upon the adoption of this Resolution:

Adopted this 21st day of November, 2022.

_____ _____

Secretary/Assistant Secretary Chairman/Vice Chairman

SECTION D

RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Grande Pines Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District ("Board") desires to elect the Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT:

Section 1. The following persons are elected to the offices shown:

Chairman _____

Vice Chairman _____

Secretary _____

Assistant Secretary _____

Assistant Secretary _____

Assistant Secretary _____

Assistant Secretary _____

Treasurer _____

Assistant Treasurer _____

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 21st of November, 2022.

ATTEST:

GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairman/Vice Chairman

MINUTES

MINUTES OF MEETING
GRANDE PINES
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Grande Pines Community Development District was held Monday, October 17, 2022 at 10:00 a.m. at the Offices of GMS-CF, LLC at 219 East Livingston Street, Orlando, Florida.

Present and constituting a quorum were:

Amanda Whitney	Chairman
Linda Kepfer	Vice Chair
Achal Aggarwal	Assistant Secretary
Suhiel Rojas	Assistant Secretary

Also present were:

George Flint	District Manager
Jay Lazarovich	District Counsel
Christy Baxter *by phone*	District Engineer

FIRST ORDER OF BUSINESS **Roll Call**

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

SECOND ORDER OF BUSINESS **Public Comment Period**

Mr. Flint: Next is public comment period and we don't have any members of the public here to provide comment.

THIRD ORDER OF BUSINESS **Approval of Minutes of the September 19, 2022 Meeting**

Mr. Flint: We will move on to approval of the minutes from the September 19, 2022 meeting. Did the Board have any comments or corrections to those?

Ms. Whitney: No changes, I will make a motion to approve the minutes of the September 19, 2022 meeting.

On MOTION by Ms. Whitney, seconded by Mr. Aggarwal with all in favor, the Minutes of the September 19, 2022 Meeting, were approved as presented.

FOURTH ORDER OF BUSNESS **Consideration of Audit Engagement Letter from Grau & Associates**

Mr. Flint: Next is the engagement letter with Grau & Associates. The CDD as a government entity is required to have an annual independent audit performed. You all went through a bidding process per statutes, and you picked Grau & Associates as your independent auditor. This is for not to exceed of $5,000 and is for Fiscal Year 2022 which just ended on September 30th. The audit has to be completed within 9 months of the end of the fiscal year. So, we have until June to complete it. Were there any questions on the engagement letter?

Mr. Whitney: I will make a motion to approve the Grau & Associates engagement letter.

On MOTION by Ms. Whitney, seconded by Mr. Aggarwal, with all in favor, the Audit Engagement Letter from Grau & Associates, was approved.

FIFTH ORDER OF BUSINESS **Staff Reports**

A. Attorney

Mr. Flint: Attorney?

Mr. Lazarovich: We are just working on finishing up that Phase 1 lift station conveyance. Once we get the ESA then we should be able to submit that to the county.

Mr. Aggarwal: Okay, do you still need those notices of termination?

Mr. Lazarovich: We are working on that.

Mr. Aggarwal: Okay.

Mr. Lazarovich: I have no other updates.

B. Engineer

Mr. Flint: Christy, any updates from an engineering perspective?

Ms. Baxter: I don't have any items for the Board today, thank you.

C. District Manager's Report

i. Balance Sheet and Income Statement

Mr. Flint: You have the unaudited financials through September 30th. This is the end of the fiscal year. These would be subject to any audit adjustments during the audit process. There is no action required at this point. We had budgeted a full admin and O&M budget with developer contributions as the funding source and we did not incur any operating expenses, only administrative. So, you can see that we only funded $65,859 from developer contributions. Any questions on the financials? Hearing none,

SIXTH ORDER OF BUSINESS **Other Business**

Mr. Flint: Is there anything else the Board wanted to discuss that was not on the agenda? Hearing none,

SEVENTH ORDER OF BUSINESS **Supervisors Requests**

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS **Adjournment**

Mr. Flint adjourned the meeting.

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

_____ _____

Secretary/Assistant Secretary Chairman/Vice Chairman

MINUTES OF MEETING
GRANDE PINES
COMMUNITY DEVELOPMENT DISTRICT

The Landowners' meeting of the Board of Supervisors of the Grande Pines Community Development District was held Monday, **November 1, 2022** at 10:06 a.m. at the Offices of GMS-CF, LLC at 219 East Livingston Street, Orlando, Florida.

Present were:

Jeremy LeBrun	GMS
Monica Virgen	Proxy

FIRST ORDER OF BUSINESS **Determination of Number of Voting Units Represented**

Mr. LeBrun noted that they had a proxy ballet from Vishaal Gupta who is the owner of 21.83 acres, which equals 126 votes. He noted that he had provided documentation delegating Monica Virgen as proxy holder for the purpose of the Landowners' meeting.

SECOND ORDER OF BUSINESS **Call to Order**

Mr. LeBrun called the meeting to order.

THIRD ORDER OF BUSINESS **Election of Chairman for the Purpose of Conducting the Landowners' Meeting**

Mr. LeBrun was elected as Chairperson to conduct the Landowners' meeting.

FOURTH ORDER OF BUSINESS **Nominations for the Position of Supervisor**

Mr. LeBrun asked for any nominations for the position of Supervisor. Ms. Virgen nominated Jerri (Amanda) Whitney, Randy Jones, and Suhiel Rojas.

FIFTH ORDER OF BUSINESS **Casting of Ballots**

Ms. Virgen casted the votes as follows; Jerri (Amanda) Whitney with 100 votes, Randy Jones with 100 votes, and Suhiel Rojas with 99 votes.

SIXTH ORDER OF BUSINESS Ballot Tabulation

Mr. LeBrun noted that Jerri (Amanda Whitney) and Randy Jones will serve four-year terms, and Suhiel Rojas will serve a two-year term.

SEVENTH ORDER OF BUSINESS Landowner's Questions and Comments

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS Adjournment

Mr. LeBrun adjourned the meeting.

SECTION V

RESOLUTION 2023-27

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR AND AUTHORIZING THE USE OF ELECTRONIC DOCUMENTS AND SIGNATURES; ADOPTING AND IMPLEMENTING ELECTRONIC DOCUMENT CONTROL PROCESSES AND PROCEDURES; PROVIDING FOR SEVERABILTY AND AN EFFECTIVE DATE.

WHEREAS, the Grande Pines Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated within Orange County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure; and

WHEREAS, Chapter 190, Florida Statutes authorizes the District Board of Supervisors, to enter into various contracts for the purposes set forth therein; and

WHEREAS, the District Board of Supervisors finds that it is the interest of the District and its residents to reduce waste, costs, and to enhance services; and

WHEREAS, the District Board of Supervisors recognizes that the Florida Legislature, through the passage of The Electronic Signature Act of 1996, intended to, among other goals, facilitate economic development and efficient delivery of government services by means of reliable electronic messages and foster the development of electronic commerce though the use of electronic signatures to lend authenticity and integrity to writings in any electronic medium; and

WHEREAS, the District Board of Supervisors wishes to further these goals through the use of electronic documents and signatures.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT:

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

SECTION 2. FORCE AND EFFECT OF ELECTRONIC DOCUMENTS AND SIGNATURES. Unless otherwise provided by law, electronic documents and signatures submitted to and on behalf of the District may be used for all purposes and shall have the same force and effect as printed documents and manual signatures.

SECTION 3. AUTHORIZING UTILIZATION OF ELECTRONIC SIGNATURES AND DOCUMENTS. All contractors and personnel associated with the District are hereby authorized and encouraged to utilize electronic documents and signatures when reasonably practicable and as permitted by law. The District Manager is authorized and directed to obtain the provision of electronic document services or platforms offered by nationally recognized third party vendors that increase the efficiency of the District's operations.

SECTION 4. CONTROLS PROCESSES AND PROCEDURES. The District Board of Supervisors hereby authorizes and directs the District Manager to create control processes and procedures consistent with Florida Law to ensure adequate integrity, security, confidentiality, and auditability of all transactions conducted using electronic commerce.

SECTION 5. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 21st day of November, 2022.

ATTEST:	**GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Secretary/Assistant Secretary	Chair/Vice Chair

SECTION VI

This instrument was prepared by,
and return to:

Jan A. Carpenter, Esq.
Latham, Luna, Eden & Beaudine, LLP
201 S. Orange Ave., Suite 1400
Orlando, FL 32801

COST SHARING AGREEMENT FOR MAINTENANCE OF SHARED INFRASTRUCTURE

THIS COST SHARING AGREEMENT FOR MAINTENANCE OF SHARED INFRASTRUCTURE (this "Agreement") is effective as of the ___ day of _____, 20__ ("Effective Date") by and between **GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT** ("District"), a community development district formed pursuant to Chapter 190, *Florida Statutes*, and **PAC I-DRIVE APARTMENTS, LLC** ("PAC"), a Florida limited liability company. District and PAC are hereinafter sometimes referred to separately as "Party" and collectively as "Parties".

R E C I T A L S

A. The District is a local unit of special purpose government created by the Board of County Commissioners for Orange County by the adoption of Ordinance No. 2019-17 enacted on October 22, 2019 (the "Ordinance"), pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act");

B. Pursuant to the Act and the Ordinance, the District is presently authorized to construct, acquire, operate and maintain infrastructure improvements and services as set forth in Section 190.012(1), Florida Statutes, for which the District may impose, levy and collect non-ad valorem special assessments on land within the boundaries of the District.

C. The real property lying within the external boundaries of the District (the "District Property") is described in the Ordinance.

D. PAC owns certain parcels of real property as depicted in **Exhibit "A"** attached hereto (the "PAC Property"), which property is immediately adjacent to the District Property (collectively, the District Property and the PAC Property shall be referred to herein as the "Overall Property").

E. The District has, as part of its improvement plan for the District, acquired, constructed, installed or created, *inter alia*, certain infrastructure improvements, and will provide certain maintenance and repair services with respect to the foregoing improvements or otherwise, within and/or adjacent to both the District Property and the PAC Property, with such improvements

and services generally being described as stormwater system maintenance, within those areas designated as "Shared Maintenance Areas" as set forth in **Exhibit "B"** attached hereto (collectively, the "Shared Maintenance Areas").

F. District has agreed to maintain, repair, replace and insure, as applicable, the Shared Maintenance Areas, including the provision of those services as are more fully set forth below, as may be appropriate from time to time (the "Shared Services"), as such Shared Services confer a special and direct benefit on the District.

G. PAC acknowledges that the Shared Maintenance Areas and the Shared Services with respect thereto confer a special and direct benefit on the PAC Property.

H. PAC has agreed to pay the PAC Fair Share (as hereinafter defined) of the costs and expenses incurred by District in accordance with this Agreement with respect to the Shared Services.

I. The Parties desire to enter into this Agreement to memorialize their agreements regarding the Shared Maintenance Areas, the Shared Services, the PAC Fair Share and certain other matters more particularly set forth below in this Agreement.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, District and PAC covenant and agree as follows:

1. The Shared Services and the Costs Thereof. The Shared Services shall include the following improvements and services:

> Stormwater pond landscaping and maintenance costs and insurance coverage for two stormwater ponds designated as Tracts D-1 and D-2 according to the Paradiso Grande Phase 1 plat, as recorded in Plat Book 108, Page 40, Public Records of Orange County, Florida.

The District shall provide PAC with at least thirty (30) days prior notice of its annual meeting to approve a draft annual District budget which includes expenses that would affect the PAC Fair Share, along with copies of the proposed budget for such fiscal year. In the event the Parties are unable to agree upon a budget amount and scope of services for a given fiscal year with respect to the Shared Services before the District's board is set to approve its final budget, then costs and expenses related to the Shared Services for such fiscal year shall be subject to the following conditions:

(a) Year over year increases in the PAC Fair Share and/or the District Fair Share shall not increase by more than fifteen percent (15%) of the prior year's PAC Fair Share and/or District's Fair Share, as the case may be, or the year over year change in the Price Index (as hereinafter defined), whichever is greater (the "Cap"), without such party's prior written consent. The Price Index shall mean the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index of All Urban Consumers (CPI-U), "All Items," South Region, (1982-1984

= 100). The Cap shall be measured based upon actual year over year increases in the PAC Fair Share or District Fair Share (as the case may be) and the year over year change in the Price Index, each determined as of the end of each fiscal year of the District as compared to the immediately prior fiscal year end.

(b) Expenses and costs incurred in providing the Shared Services that are the result of maintenance, operation or repairs due to life, health or safety issues, acts of God or other emergencies, or newly imposed regulatory or legal requirements, shall not be counted toward calculating the Cap.

Notwithstanding anything contained herein to the contrary, the District may without the prior consent of PAC increase the scope of the Shared Services and/or increase the costs and expenses related to the Shared Services above the Cap so long as the District is solely responsible for any costs and expenses related thereto which exceed the Cap. In addition, subject to the District's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed, PAC may request that the District increase the scope of the Shared Services and/or increase the costs and expenses related to the Shared Services above the Cap so long as PAC is solely responsible for any costs and expenses related thereto which exceed the Cap, and PAC provides funds for such increased costs and expenses to the District prior to the District entering into any contract(s) for such services.

2. District Activities. District agrees to construct, install, provide, procure, operate, maintain, repair, replace and insure, as applicable, the Shared Maintenance Areas, as appropriate, all subject to PAC's payment of the PAC Fair Share, as described herein and in accordance with maintenance standards that are commensurate with those maintenance standards of performance found at the typical commercial or mixed-use development in the Orlando, Florida market area. The Shared Services performed pursuant to this Agreement shall comply in all respects with Applicable Law (as defined herein) and subject to any other governmental restrictions that otherwise limit the ability of the District to perform the Shared Services.

3. Cost Sharing; PAC Fair Share; District Fair Share. So long as the District is performing the Shared Services, PAC agrees to pay to District a _____ percent (__%) share (the "PAC Fair Share") of all the costs and expenses associated with the Shared Services and the District agrees to be responsible for a _____ percent (__%) share (the "District Fair Share") of all the costs and expenses associated with the Shared Services. The PAC Fair Share and District Fair Share for purposes of this Agreement shall not include any share of any costs or expenses associated with the initial construction of the existing stormwater ponds, landscaping areas, irrigation systems in the Shared Maintenance Areas, or any additional public-purpose infrastructure improvements benefiting only the District Property and not the PAC Property. Notwithstanding any other provision of this Agreement, the parties agree that District shall not be obligated to fund any activities that are not contemplated by the District's adopted budget, that are in excess of the District Fair Share, or that benefit only the PAC Property and not the District Property. PAC shall bear all costs associated with any connections to or related to its use of the Shared Maintenance Areas. [The Fair Share will be calculated by District Engineer based on the pro-rata share of stormwater runoff for PAC Property vs District Property.]

4. Payment of PAC Fair Share. The PAC Fair Share shall be paid by PAC, annually on October 1st of each year beginning October 1, 2023.

The PAC Fair Share shall be paid by PAC (or its successors) to District within thirty (30) days after PAC (or its successors) receives District's written request for payment of the amount due, accompanied by documentation reasonably requested by PAC (or its successors). Any annual payment not paid within the said thirty (30) days shall accrue interest at the official prime rate of interest ("Prime") published from time to time by SunTrust Bank, its successors and assigns, plus three percent (3%), from the date due to the date of payment, and PAC (or its successors) shall also pay all costs and expenses, including but not limited to the fees and costs referred to in Section 26 below, incurred by District to collect the delinquent payment.

5. Security for PAC's Fair Share. If PAC shall fail to pay the PAC Fair Share as and when due, then District shall provide written notice of such failure to PAC (the "Second Notice"). If PAC fails to pay District within thirty (30) days after receipt of the Second Notice, then District and PAC agree that the parties shall agree to meet with a mutually acceptable mediator in Orlando, Florida at a mutually agreeable time (but not later than sixty (60) days after the Second Notice) to discuss PAC's failure to pay the PAC Fair Share (the "Fair Share Mediation"); the cost of the mediator shall be shared equally by PAC and the District (unless, in the sole, reasonable discretion of the mediator, the failure to pay was due to the gross negligence or willful misconduct of one party, then the cost shall be paid solely by that party). If the parties cannot agree to the mediator, the terms of the Fair Share Mediation or if after such Fair Share Mediation PAC does not pay the PAC Fair Share as determined by the Fair Share Mediation, then ninety (90) days after the Second Notice, District shall have the right to file a continuing lien upon the PAC Property for all payments past due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien hereunder. The District Manager, in its reasonable discretion, is hereby authorized by the District to file a notice of lien for on behalf of the District, without the need of further District action authorizing or directing such filing. The District may bring an action at law against the record title holder to the PAC Property to pay the amount due under this Agreement, or may foreclose the lien against the PAC Property in any manner authorized by law. The District shall partially release any filed lien for portions of the PAC Property comprising right of way or common areas within a plat, as necessary for approval of such plat, and shall partially release any filed lien for portions of the PAC Property subject to a plat if and when PAC has demonstrated, in the District's reasonable discretion, that such release will not materially impair the ability of the District to enforce the collection of funds hereunder.

6. Representations and Warranties.

(a) District. District represents and warrants to PAC as follows: District is a community development district duly organized and validly existing in the State of Florida and it is qualified to conduct business in the State of Florida. District has the full right, capacity, power and authority to enter into and perform its obligations under this Agreement. No approvals, authorizations or consents of any person or entity other than District are necessary in connection with this Agreement.

(b) PAC. PAC represents and warrants to District as follows: PAC I-Drive Apartments, LLC is a Florida limited liability company duly organized and validly existing in the State of Florida and it is qualified to conduct business in the State of Florida. PAC has the full right, capacity, power and authority to enter into and perform its obligations under this Agreement. No approvals, authorizations or consents of any person or entity other than PAC are necessary in connection with this Agreement.

7. PAC Obligations. All obligations of PAC under this Agreement under are absolute, unconditional, primary and direct.

8. Covenants Running With the Land; Successors and Assigns. The covenants, terms, and conditions set forth in this Agreement shall attach to and run with the properties described herein. The covenants, terms, and conditions set forth in this Agreement are binding on the Parties, their successors, and assigns. Neither the District nor PAC may assign this Agreement or any of its rights or obligations hereunder (whether outright or as security for any debt) without first obtaining the other Party's written consent to the assignment, which consent may not be unreasonably withheld, and complying with the requirements of this Agreement.

9. Termination for Non-Performance or Non-Payment.

In the event the District fails or is unable to perform the Shared Services for a period of twelve (12) months after its receipt of written notice from PAC to the District, PAC may elect to perform the Shared Services itself. In the event PAC elects to perform the Shared Services, the District shall not be responsible any costs or expenses of the Shared Services and the District's obligations under this Agreement shall terminate.

In the event PAC fails or is unable to pay the PAC Fair Share, for a period of sixty (60) days after its receipt of written notice from the District, the District may assign the maintenance of the improvements covered by the Shared Services to another party, without the consent of or prior notice to PAC, and the District's obligations hereunder shall terminate.

10. Notices. All notice or other communication required or permitted by this Agreement shall be in writing and may be delivered in person (by hand delivery or professional messenger service) to either Party or may be sent by registered or certified mail, with postage prepaid, return receipt requested or delivered by Express Mail of the U.S. Postal Service or Federal Express or any other courier service guaranteeing overnight delivery, charges prepaid and addressed as follows:

If to District: Grande Pines Community Development District
c/o Governmental Management Services- Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Attn.: District Manager

With a copy to: Latham, Luna, Eden & Beaudine, LLP
201 South Orange Ave., Suite 1400
Orlando, Florida 32801

Attn.: Jan Albanese Carpenter, Esq.

If to PAC: PAC I-Drive Apartments, LLC
730 Bonnie Brae Street
Winter Park, Florida 32789
Attn.: Thomas L. Cavanaugh

With a copy to: Holland & Knight LLP
200 South Orange Ave., Suite 2600
Orlando, Florida 32801
Attn.: Lee Stuart Smith, Esq.

Any such notice or other communication sent by registered or certified mail, return receipt requested, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notices delivered by overnight service shall be deemed to have been given twenty-four (24) hours after delivery of the same, charges prepaid, to the U.S. Postal Service or private courier. Notice transmitted by facsimile transmission or similar means, shall not be effective service under this section. Any Party may change its address for purposes of this section by giving notice to the other Party as provided herein.

11. Relationship of the Parties. Neither Party is authorized to make or enter into, nor shall any Party make or enter into, any contract, agreement, understanding or commitment purporting to bind the other Party, and no contract, agreement, understanding or commitment purporting to bind either Party hereto shall be effective or binding, unless or until such contract, agreement, understanding or commitment is accepted in writing by the Party to be bound. This Agreement does not create or evidence any partnership or joint venture between District and PAC.

12. Third Party Beneficiaries. There are no third party beneficiaries of this Agreement.

13. District a Public Entity; Public Records. PAC recognizes that District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes. PAC understands and agrees that all documents of any kind provided to District in connection with this Agreement are public records and are treated as such in accordance with Florida law. Also, any books, documents (other than any original, signed counterparts of this Agreement belonging to PAC), records, correspondence or other information kept or obtained by District or furnished by District to PAC in connection with the activities contemplated herein, and any District records related to this Agreement, are property of District. If and to the extent that any such books, documents, records, correspondence or other information are public records under Chapter 119, Florida Statutes, District shall be entitled to permit the inspection and copying of such public records by members of the public pursuant to Chapter 119, Florida Statutes, and PAC agrees to make any such public records, or copies thereof, in PAC's possession available to District for that purpose.

14. Sovereign Immunity. PAC agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, as amended or other statutes or law, and nothing in this Agreement shall inure to

the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

15. Recordation. The District shall cause this Agreement to be recorded, at District's expense, in the Public Records of Orange County, Florida.

16. Entire Agreement, Amendments. This Agreement (together with all exhibits attached hereto) contains all of the agreements of the Parties with respect to the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be modified, amended or waived except by a written instrument signed by both Parties, unless specifically provided for herein.

17. Effective Date; Term. This Agreement will take effect on the date (the "Effective Date"), notwithstanding the date of execution by the parties hereto, and shall continue for a period of fifty (50) years unless and until such time as this Agreement is terminated in writing by both parties hereto as evidenced by a termination recorded in the public records of Orange County, Florida, or as otherwise provide herein. The parties agree that this Agreement may not be terminated for the first five (5) years after the Effective Date (other than for non-payment by PAC as provided in Section 10).

18. Incorporation of Recitals and Exhibits. All of the recitals set forth at the beginning of this Agreement and all exhibits attached to this Agreement and referred to in this Agreement are hereby incorporated in this Agreement as though fully set forth herein.

19. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the Parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

20. Governing Law and Venue. This Agreement and all related documents shall be governed by, and construed in accordance with, the laws of the State of Florida (excluding its conflicts of laws provisions). Venue for any action arising out of or relating to this Agreement and any related document shall lie solely in a court of competent jurisdiction in Orange County, Florida and the corresponding courts of appeal.

21. Applicable Law. For the purposes of this Agreement, the term "Applicable Law" shall mean all existing and future applicable laws, rules, regulations, statutes, treaties, codes, ordinances, permits, certificates, and orders by any governmental authority with jurisdiction over the Overall Property, and applicable judgments, decrees, injunctions, writs, orders or like action of any court, arbitrator or other administrative, judicial or quasi judicial tribunal or agency of competent jurisdiction, including but not limited to those pertaining to (a) health, safety or the environment, (b) the provision, etc., of the Shared Maintenance Areas, (c) the regulation, preservation, maintenance and creation of wetlands areas, the Endangered Species Act of 1973, as provided for in 16 USC §§ 1531 et seq., as amended from time to time, together with any other

federal, state or local wildlife, vegetation or habitat protection acts, (d) the regulation, maintenance or preservation of archeological conditions, and (e) all building, zoning and fire codes and all permits, licenses, authorizations and regulations relating to the provision or operation of the Shared Maintenance Areas, as well as any Orange County ordinances applicable to the Overall Property.

22. No Waiver or Election of Remedies. The waiver by one Party of the performance of any covenant, condition or promise, or of the time for performing any act, under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such Party of any other covenant, condition or promise, or of the time for performing any other act required, under this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other remedy permitted by this Agreement.

23. Full Participation and Legal Advice; Construction of Agreement; Headings. Each Party has fully participated in the negotiation and preparation of this Agreement and each Party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any Party based upon any attribution of such Party as the sole source of the language in question. The section headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

24. Remedies. A default by either party under this Agreement shall entitle the other Party to all remedies available at law or in equity, which shall include but shall not be limited to reimbursement of costs and expenses and suit for damages (excluding speculative damages) and/or specific performance.

25. Prevailing Party Attorneys' Fees and Costs. If either Party institutes an action or proceeding for a declaration of the rights of the Parties under this Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, this Agreement, or in the event any Party is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing Party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

26. Time; Force Majeure. Time shall be of the essence as to all dates and times of performance under this Agreement. Notwithstanding the foregoing, in the event the deadline for the performance of an action or the giving of a notice falls on a Saturday, Sunday or national holiday, or any period provided for in this Agreement shall expire on a Saturday, Sunday or national holiday, then the date for the performance of such action or giving of such notice, or the expiration date of such period, as applicable, shall be automatically extended to midnight of the next following business day. Also, any provision of this Agreement to the contrary notwithstanding, any failure or delay of either Party to perform as provided under this Agreement shall not be a breach of this Agreement, and any applicable deadline shall be automatically extended, if and to the extent such failure or delay results from any of the following ("Force Majeure"): act of God, inclement weather, discovery of any adverse physical or environmental condition of the Property, moratorium or other stop work order issued by any Governmental

Authority, delay caused by any Governmental Authority in approving or issuing, or in refusing to issue or approve, any license, permit or approval required for any work required to be performed by this Agreement, litigation, labor disputes, material shortage, terrorist act, war, sabotage, theft, vandalism, riot or civil commotion, delay caused by the other Party or any third party, or other cause beyond the delayed Party's reasonable control.

[**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK**]

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

DISTRICT:

ATTEST:

GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT, a community development district formed pursuant to Chapter 190, Florida Statutes

By:_____
Name:_____

By:_____
Name: _____
Chairman/Vice-Chair, Board of Supervisors

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20__, by _____ as _____ of GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT, a community development district formed pursuant to Chapter 190, Florida Statutes, for and on behalf of said district. They are ☐ personally known to me OR ☐ produced _____ as identification.

_____
(Signature of Notary Public)

[SIGNATURES CONTINUE ON NEXT PAGE.]

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

WITNESSES

_____

Print:_____

_____

Print:_____

PAC I-DRIVE APARTMENTS, LLC, a Florida limited liability company

By:_____

Name: _____

Chairman/Vice-Chair, Board of Supervisors

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20__, by _____ as _____ of PAC I-DRIVE APARTMENTS, LLC, a Florida limited liability company, for and on behalf of said company. They are ☐ personally known to me OR ☐ produced _____ as identification.

_____

(Signature of Notary Public)

SECTION VII

November __, 2022

Matthew Kalus, PSM
Chief Engineer
Development Engineering Division
Public Works Department
4200 S. John Young Parkway
Orlando, FL 32839

Re: Orangewood N-2 PD / Grande Pines Parcel 11D PSP / PAC I-Drive Apartments DP [Case# DP-22-07-242] ("Project"). Authorization to allow connectivity to Tract R-1 and Tracts D-1 and D-2, Plat of Paradiso Grande Phase 1, Plat Book 108, Page 40-42 ("Plat")

Dear Mr. Kalus:

It is our understanding that the above-referenced Project is currently under review by the Orange County Development Review Committee, and that in connection with such review you have requested authorization from the Grande Pines Community Development District (the "District") to allow for connectivity to Tract R-1 and Tracts D-1 and D-2 pursuant to the above referenced Plat. Tract R-1 is a public road, owned and maintained by the District, and is accessible to the public. The District has no objection to the requested connectivity nor to the issuance of permits by Orange County in connection therewith.

Sincerely,

GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government under Chapter 190, Florida Statutes.

By:_____

SECTION VIII

SECTION C

SECTION 1

Grande Pines

Community Development District

Unaudited Financial Reporting

October 31, 2022

Table Of Contents

Grande Pines

Community Development District

Combined Balance Sheet

October 31, 2022

	General Fund	*Debt Service Fund*	*Capital Project Fund*	*Total Governmental Funds*
Assets:				
Cash	$ 4,782	$ -	$ -	$ 4,782
Due From Developer	$ 31,947	$ -	$ -	$ 31,947
Prepaid Expenses	$ -	$ -	$ -	$ -
Series 2021				
Reserve	$ -	$ 382,500	$ -	$ 382,500
Revenue	$ -	$ 123,960	$ -	$ 123,960
Construction	$ -	$ -	$ 3,752,832	$ 3,752,832
Total Assets	**$ 36,729**	**$ 506,460**	**$ 3,752,832**	**$ 4,296,021**
Liabilities:				
Accounts Payable	$ 31,009	$ -	$ -	$ 31,009
Due to Developer	$ -	$ -	$ 15,388	$ 15,388
Total Liabilites	**$ 31,009**	**$ -**	**$ 15,388**	**$ 46,396**
Fund Balances:				
Unassigned	$ 5,721	$ -	$ -	$ 5,721
Assigned for Debt Service	$ -	$ 506,460	$ -	$ 506,460
Assigned for Capital Projects	$ -	$ -	$ 3,737,444	$ 3,737,444
Total Fund Balances	**$ 5,721**	**$ 506,460**	**$ 3,737,444**	**$ 4,249,625**
Total Liabilities & Fund Equity	$ 36,729	$ 506,460	$ 3,752,832	$ 4,296,021

Grande Pines

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2022

	Adopted Budget	Prorated Budget Thru 10/31/22	Actual Thru 10/31/22	Variance
Revenues:				
Assessments - Tax Roll	$ 188,290	$ -	$ -	$ -
Assessments - Direct Bill	$ 56,039	$ -	$ -	$ -
Developer Contributions	$ 258,037	$ 21,503	$ 15,310	$ (6,193)
Total Revenues	**$ 502,366**	**$ 21,503**	**$ 15,310**	**$ (6,193)**
Expenditures:				
Administrative Expenditures				
Supervisor Fees	$ 12,000	$ 1,000	$ 2,000	$ (1,000)
FICA Expense	$ 918	$ 77	$ 153	$ (77)
Engineering	$ 12,000	$ 1,000	$ -	$ 1,000
Attorney	$ 25,000	$ 2,083	$ -	$ 2,083
Arbitrage	$ 450	$ -	$ -	$ -
Annual Audit	$ 5,000	$ -	$ -	$ -
Dissemination Fees	$ 3,500	$ 292	$ 292	$ (0)
Trustee Fees	$ 5,000	$ 2,020	$ 2,020	$ -
Assessment Administration	$ 5,000	$ 5,000	$ 5,000	$ -
Management Fees	$ 36,750	$ 3,063	$ 3,063	$ -
Information Technology	$ 1,800	$ 150	$ 150	$ -
Website Administration	$ 1,200	$ 100	$ 100	$ -
Telephone	$ 300	$ 25	$ -	$ 25
Postage	$ 700	$ 58	$ 2	$ 56
Insurance	$ 6,114	$ 5,842	$ 5,842	$ -
Printing & Binding	$ 700	$ 58	$ -	$ 58
Legal Advertising	$ 5,000	$ 417	$ -	$ 417
Other Current Charges	$ 1,000	$ 83	$ 38	$ 45
Office Supplies	$ 400	$ 33	$ 0	$ 33
Dues, Licenses & Subscriptions	$ 175	$ 175	$ 175	$ -
Total Administrative Expenditures	**$ 123,007**	**$ 21,476**	**$ 18,835**	**$ 2,641**

Grande Pines

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2022

	Adopted Budget	Prorated Budget Thru 10/31/22	Actual Thru 10/31/22	Variance
Field Expenditures				
Field Management	$ 15,000	$ 1,250	$ -	$ 1,250
Gate Attendants	$ 163,171	$ 13,598	$ -	$ 13,598
Gate Repairs	$ 6,000	$ 500	$ -	$ 500
Gate Internet, Phone, Cable	$ 3,000	$ 250	$ -	$ 250
Gate Cameras	$ 1,200	$ 100	$ -	$ 100
Gate Supplies	$ 1,500	$ 125	$ -	$ 125
Property Insurance	$ 2,465	$ 2,465	$ -	$ 2,465
Electric	$ 6,900	$ 575	$ -	$ 575
Streetlights	$ 60,648	$ 5,054	$ -	$ 5,054
Water & Sewer	$ 21,740	$ 1,812	$ -	$ 1,812
Landscape Maintenance	$ 69,900	$ 5,825	$ -	$ 5,825
Landscape Contingency	$ 1,000	$ 83	$ -	$ 83
Irrigation Repairs	$ 3,000	$ 250	$ -	$ 250
Lake Maintenance	$ 12,035	$ 1,003	$ -	$ 1,003
Pressure Washing	$ 6,000	$ 500	$ -	$ 500
Sign Maintenance	$ 1,800	$ 150	$ -	$ 150
Repairs & Maintenance	$ 1,500	$ 125	$ -	$ 125
Contingency	$ 2,500	$ 208	$ -	$ 208
Total Field Expenditures	**$ 379,359**	**$ 33,873**	**$ -**	**$ 33,873**
Total Expenditures	**$ 502,366**	**$ 55,349**	**$ 18,835**	**$ 36,514**
Excess (Deficiency) of Revenues over Expenditures	$ 0		$ (3,525)	
Fund Balance - Beginning	$ -		$ 9,246	
Fund Balance - Ending	$ 0		$ 5,721	

Grande Pines

Community Development District

Debt Service Fund Series 2021

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2022

	Adopted Budget	Prorated Budget Thru 10/31/22	Actual Thru 10/31/22	Variance
Revenues				
Assessment - Direct	$ 382,541	$ -	$ -	$ -
Interest	$ -	$ -	$ 763	$ 763
Total Revenues	**$ 382,541**	**$ -**	**$ 763**	**$ 763**
Expenditures:				
Series 2021				
Interest - 11/1	$ 122,375	$ -	$ -	$ -
Principal - 5/1	$ 135,000	$ -	$ -	$ -
Interest - 5/1	$ 122,375	$ -	$ -	$ -
Total Expenditures	**$ 379,750**	**$ -**	**$ -**	**$ -**
Other Financing Sources/(Uses)				
Transfer In/(Out)	$ -	$ -	$ (577)	$ (577)
Total Other Financing Sources/(Uses)	**$ -**	**$ -**	**$ (577)**	**$ (577)**
Excess (Deficiency) of Revenues over Expenditures	$ 2,791		$ 187	
Fund Balance - Beginning	$ 123,479		$ 506,273	
Fund Balance - Ending	$ 126,269		$ 506,460	

Grande Pines

Community Development District

Capital Projects Fund Series 2021

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2022

	Adopted Budget	Prorated Budget Thru 10/31/22	Actual Thru 10/31/22	Variance
Revenues				
Interest	$ -	$ -	$ 5,650	$ 5,650
Total Revenues	**$ -**	**$ -**	**$ 5,650**	**$ 5,650**
Expenditures:				
Capital Outlay	$ -	$ -	$ -	$ -
Total Expenditures	**$ -**	**$ -**	**$ -**	**$ -**
Other Financing Sources/(Uses)				
Transfer In/(Out)	$ -	$ -	$ 577	$ 577
Total Other Financing Sources/(Uses)	**$ -**	**$ -**	**$ 577**	**$ 577**
Excess (Deficiency) of Revenues over Expenditures	$ -		$ 6,227	
Fund Balance - Beginning	$ -		$ 3,731,217	
Fund Balance - Ending	$ -		$ 3,737,444	

Grande Pines

Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Developer Contributions/Assessments	$ 15,310	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,310
Total Revenues	**$ 15,310**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 15,310**
Expenditures:													
Administrative Expenditures													
Supervisor Fees	$ 2,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,000
FICA Expense	$ 153	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 153
Engineering	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Attorney	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Arbitrage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Annual Audit	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Dissemination Fees	$ 292	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 292
Trustee Fees	$ 2,020	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,020
Assessment Administration	$ 5,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000
Management Fees	$ 3,063	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,063
Information Technology	$ 150	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 150
Website Administration	$ 100	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 100
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2
Insurance	$ 5,842	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,842
Printing & Binding	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Legal Advertising	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other Current Charges	$ 38	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 38
Office Supplies	$ 0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 0
Dues, Licenses & Subscriptions	$ 175	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 175
Total Administrative Expenditure	**$ 18,835**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 18,835**

Grande Pines

Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Field Expenditures													
Field Management	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Gate Attendants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Gate Repairs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Gate Internet, Phone, Cable	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Gate Cameras	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Gate Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Property Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Electric	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Streetlights	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Water & Sewer	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Landscape Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Landscape Contingency	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Irrigation Repairs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lake Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pressure Washing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sign Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repairs & Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contingency	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Field Expenditures	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Total Expenditures	**$ 18,835**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 18,835**
Excess (Deficiency) of Revenues over Expenditures	$ (3,525)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (3,525)

Grande Pines

Community Development District

Long Term Debt Report

Series 2021, Special Assessment Bonds		
Interest Rates:	2.50%, 3.20%, 3.75%, 4.00%	
Maturity Date:	5/1/2051	
Reserve Fund Definition	50% of Maximum Annual Debt Service	
Reserve Fund Requirement	$382,500	
Reserve Fund Balance	$382,500	
Bonds Outstanding - 11/1/21		$6,760,000
Less: Principal Payment - 5/1/22		($135,000)
Current Bonds Outstanding		**$6,625,000**

Grand Pines CDD

COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Receipts

Fiscal Year 2023

Direct Bill Assessments

Park Square Grande Pines, LLC
2023-01 $143,963.82

Date Received	Due Date	Check Number	Net Assessed	Amount Received	Series 2021 Debt Service
	11/1/22		$71,981.91		$71,981.91
	2/1/23		$35,990.96		$35,990.96
	5/1/23		$35,990.96		$35,990.96
			$ 143,963.83	**$ -**	**$ 143,963.83**

SECTION 2

Grande Pines
Community Development District

Funding Request #34
August 19, 2022

	Payee		General Fund FY2022
1	**Achal Aggarwal**		
	Inv# 08152022-Supervisor Fee	$	215.30
2	**Amanda Whitney**		
	Inv# 08152022-Supervisor Fee	$	215.30
3	**GMS-CF, LLC.**		
	Inv# 38 - Management Fees - Aug 22	$	3,336.32
4	**Linda Kepfer**		
	Inv# 08152022-Supervisor Fee	$	215.30
5	**Orlando Sentinel**		
	Inv # 058046842000 - July 2022	$	559.86
6	**Poulos & Bennett**		
	Inv # 19-151(25) Engineer Services - June 2022	$	56.25
7	**US Bank**		
	Inv # 6504129 Special Assessment Fees 4/1-3/31/23	$	4,040.63
		$	8,638.96
	Total:	**$**	**8,638.96**

Please make check payable to:

Grande Pines Community Development District
6200 Lee Vista BLVD Suite 300
Orlando FL, 32822

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

Invoice

Invoice #: 38
Invoice Date: 8/1/22
Due Date: 8/1/22
Case:
P.O. Number:

Bill To:

Grande Pines CDD
219 E. Livingston St.
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - August 2022		2,916.67	2,916.67
Website Administration - August 2022		41.67	41.67
Information Technology - August 2022		83.33	83.33
Dissemination Agent Services - August 2022		291.67	291.67
Postage		0.13	0.13
Copies		2.85	2.85

Total	$3,336.32
Payments/Credits	$0.00
Balance Due	$3,336.32

Orlando Sentinel
MEDIA GROUP

PO Box 8023
Willoughby, OH 44096

adbilling@tribpub.com
844-348-2445

Invoice Details

Billed Account Name:	Grande Pines Cdd
Billed Account Number:	CU80068057
Invoice Number:	058046842000
Invoice Amount:	$559.86
Billing Period:	07/01/22 - 07/31/22
Due Date:	08/30/22

INVOICE

Invoice Details

Date	tronc Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
06/27/22 07/04/22	OSC58046842	Classified Listings, Online Public Hearling/Bid/Misc_Legal 7237806				559.86

Invoice Total: $559.86

Account Summary

Current	1-30	31-60	61-90	91+	Unapplied Amount
559.86	0.00	0.00	0.00	0.00	0.00

RECEIVED
AUG 19 2022

Please detach and return this portion with your payment.

Orlando Sentinel
MEDIA GROUP

PO Box 8023
Willoughby, OH 44096

Remittance Section

Billed Period:	07/01/22 - 07/31/22
Billed Account Name:	Grande Pines Cdd
Billed Account Number:	CU80068057
Invoice Number:	058046842000

Return Service Requested

0882000190 PRESORT 190 1 SP 0.570 P3C1 <B>

GRANDE PINES CDD
219 E. LIVINGSTON STREET
ORLANDO FL 32801-1508

For questions regarding this billing, or change of address notification, please contact Customer Care:

Orlando Sentinel
PO Box 8023
Willoughby, OH 44096

Orlando Sentinel
MEDIA GROUP

Published Daily
ORANGE County, Florida

Sold To:
Grande Pines CDD - CU80068057
219 E. Livingston Street
Orlando, FL 32801

Bill To:
Grande Pines CDD - CU80068057
219 E. Livingston Street
Orlando, FL 32801

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11200-Misc. Legal
Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Jun 27, 2022; Jul 04, 2022.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Rose Williams

Signature of Affiant

Rose Williams

Name of Affiant

Sworn to and subscribed before me on this 5 day of July, 2022,
by above Affiant, who is personally known to me (X) or who has produced identification ( ).

LeAnne Rollins

Signature of Notary Public

LEANNE ROLLINS
Notary Public - State of Florida
Commission # GG 982233
My Comm. Expires Apr 27, 2024
Bonded through National Notary Assn.

Name of Notary, Typed, Printed, or Stamped

7237806

Orlando Sentinel
MEDIA GROUP

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2022/2023 BUDGET; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Grande Pines Community Development District ("District") will hold a public hearing on July 18, 2022 at 10:00 a.m. at 219 East Livingston Street, Orlando, FL 32801 for the purpose of hearing comments and objections on the adoption of the proposed budget ("Proposed Budget") of the District for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, (407) 841-5524 ("District Manager's Office"), during normal business hours, or by visiting the District's website at http://grandepinescdd.com/.

The public hearing and meeting are open to the public and will be conducted in
accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

George S. Flint
Governmental Management Services – Central Florida, LLC
District Manager
6/27/2022 7/04/2022 7237806

7237806

POULOS & BENNETT

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

Grande Pines CDD
6200 Lee Vista Boulevard, Suite 300
Orlando, FL 32822

Invoice number 19-151(25)
Date 07/25/2022

Project **19-151 GRANDE PINES CDD**

Professional services for the period ending: June 30, 2022

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining Percent	Current Percent	Current Billed
.01 ENGINEER'S REPORT	15,000.00	99.92	14,987.50	14,987.50	0.08	0.00	0.00
.02 MISCELLANEOUS SERVICES	0.00	0.00	2,760.00	2,816.25	0.00		56.25
.03 2020 BOND ISSUANCE	0.00	0.00	8,351.25	12,647.50	0.00		4,296.25
.99 REIMBURSABLE EXPENSES	0.00	0.00	0.80	0.80	0.00		0.00
Total	15,000.00		26,099.55	30,452.05			4,352.50

Hourly Tasks:

.02 Miscellaneous Services

	Hours	Rate	Billed Amount
Practice Team Leader	0.25	225.00	56.25

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.03 2020 Bond Issuance

	Hours	Rate	Billed Amount
Practice Team Leader	2.25	225.00	506.25
Project Engineer	5.50	135.00	742.50
Staff Engineer	26.50	115.00	3,047.50
Phase subtotal			4,296.25

.02 Miscellaneous Services - June Board Meeting

.03 2020 Bond Issuance - Preparation of requisition for phase 1 construction cost

Invoice total **4,352.50**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
19-151(24)	05/24/2022	112.50			112.50		
19-151(25)	07/25/2022	4,352.50	4,352.50				
	Total	4,465.00	4,352.50	0.00	112.50	0.00	0.00

Corporate Trust Services
EP-MN-WN3L
60 Livingston Ave.
St. Paul, MN 55107

Invoice Number:	6504129
Account Number:	264128000
Invoice Date:	04/25/2022
Direct Inquiries To:	STACEY JOHNSON
Phone:	407-835-3805

GRANDE PINES COMMUNITY DEVEL DIST
ATTN GEORGE FLINT
6200 LEE VISTA BLVD SUITE 300
ORLANDO FL 32822

GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS SERIES 2021 (ASSESSMENT AREA ONE) REVENUE ACCOUNT

The following is a statement of transactions pertaining to your account. For further information, please review the attached.

STATEMENT SUMMARY

PLEASE REMIT BOTTOM COUPON PORTION OF THIS PAGE WITH CHECK PAYMENT OF INVOICE.

TOTAL AMOUNT DUE	$4,040.63

All invoices are due upon receipt.

RECEIVED
AUG 15 2022

Please detach at perforation and return bottom portion of the statement with your check, payable to U.S. Bank.

GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS SERIES 2021 (ASSESSMENT AREA ONE) REVENUE ACCOUNT

Invoice Number:	6504129
Account Number:	264128000
Current Due:	$4,040.63
Direct Inquiries To:	STACEY JOHNSON
Phone:	407-835-3805

Wire Instructions:
U.S. Bank
ABA # 091000022
Acct # 1-801-5013-5135
Trust Acct # 264128000
Invoice # 6504129
Attn: Fee Dept St. Paul

Please mail payments to:
U.S. Bank
CM-9690
PO BOX 70870
St. Paul, MN 55170-9690

Corporate Trust Services
EP-MN-WN3L
60 Livingston Ave.
St. Paul, MN 55107

Invoice Number:	6504129
Invoice Date:	04/25/2022
Account Number:	264128000
Direct Inquiries To:	STACEY JOHNSON
Phone:	407-835-3805

GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS SERIES 2021 (ASSESSMENT AREA ONE) REVENUE ACCOUNT

Accounts Included In This Relationship: 264128000 264128001 264128002 264128003 264128004 264128005

CURRENT CHARGES SUMMARIZED FOR ENTIRE RELATIONSHIP

Detail of Current Charges	Volume	Rate	Portion of Year	Total Fees
04200 Trustee	1.00	3,750.00	100.00%	$3,750.00
Subtotal Administration Fees - In Advance 04/01/2022 - 03/31/2023				**$3,750.00**
Incidental Expenses 04/01/2022 to 03/31/2023	3,750.00	0.0775		$290.63
Subtotal Incidental Expenses				**$290.63**
TOTAL AMOUNT DUE				**$4,040.63**

The fees shown on this invoice are reflective of the most recent fee schedule or notice of fee adjustment provided by U.S. Bank.

Grande Pines
Community Development District

Funding Request #35
October 21, 2022

	Payee		General Fund FY2022
1	**Achal Aggarwal**		
	Inv# 09192022-Supervisor Fee	$	215.30
2	**Amanda Whitney**		
	Inv# 09192022-Supervisor Fee	$	215.30
3	**GMS-CF, LLC.**		
	Inv# 39 - Management Fees - Sep 22	$	3,373.39
	Inv# 40 - Assessment Roll certification - FY 2023	$	5,000.00
4	**Suhiel Rojas**		
	Inv# 09192022-Supervisor Fee	$	215.30
5	**Egis Insurance & Risk Advisors**		
	Inv # 16457 - FY 2023 Insurance Policy	$	5,842.00
6	**Latham, Luna, Eden & Beaudine, LLP**		
	Inv# 105434 General Counsel - July 2022	$	2,458.50
	Inv# 105734 General Counsel - August 2022	$	3,303.60
		$	20,623.39
	Total:	**$**	**20,623.39**

Please make check payable to:

Grande Pines Community Development District
6200 Lee Vista BLVD Suite 300
Orlando FL, 32822

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

Invoice

Invoice #: 39
Invoice Date: 9/1/22
Due Date: 9/1/22
Case:
P.O. Number:

Bill To:

Grande Pines CDD
219 E. Livingston St.
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - September 2022		2,916.67	2,916.67
Website Administration - September 2022		41.67	41.67
Information Technology - September 2022		83.33	83.33
Dissemination Agent Services - September 2022		291.67	291.67
Office Supplies		0.09	0.09
Postage		1.71	1.71
Copies		38.25	38.25

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By

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SEP 12 2022
By

Total	$3,373.39
Payments/Credits	$0.00
Balance Due	$3,373.39

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

Invoice

Invoice #: 40
Invoice Date: 9/15/22
Due Date: 9/15/22
Case:
P.O. Number:

Bill To:

Grande Pines CDD
219 E. Livingston St.
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Assessment Roll Certification - FY 2023		5,000.00	5,000.00

Total	$5,000.00
Payments/Credits	$0.00
Balance Due	$5,000.00

RECEIVED SEP 15 2022

5

Egis Insurance & Risk Advisors

INVOICE

Customer	Grande Pines Community Development District
Acct #	992
Date	08/26/2022
Customer Service	Kristina Rudez
Page	1 of 1

Payment Information		
Invoice Summary	$	5,842.00
Payment Amount		
Payment for:	Invoice#16457	
100122454		

Thank You

Grande Pines Community Development District
c/o Government Management Services, LLC
219 E Livingston St
Orlando, FL 32801

Please detach and return with payment

Customer: Grande Pines Community Development District

Invoice	Effective	Transaction	Description	Amount
16457	10/01/2022	Renew policy	Policy #100122454 10/01/2022-10/01/2023 Florida Insurance Alliance POL,EPLI,EBL,Herb & Pest - Renew policy Due Date: 8/26/2022	5,842.00

RECEIVED
SEP 1 2022

Total
$ 5,842.00

Thank You

FOR PAYMENTS SENT OVERNIGHT:
Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349

Remit Payment To: Egis Insurance Advisors
P.O. Box 748555
Atlanta, GA 30374-8555

(321)233-9939
sclimer@egisadvisors.com

Date
08/26/2022

LATHAM, LUNA, EDEN & BEAUDINE, LLP
ATTORNEYS AT LAW

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

August 24, 2022

Invoice #: 105434
Federal ID #: 59-3366512

RECEIVED
AUG 29 2022

Grande Pines CDD
c/o GMS- CFL, LLC219 E. LIVINGSTON STREET
Orlando, FL 32801

Matter ID: 4168-001 General

For Professional Services Rendered:

7/11/2022	JEL	Reviewed and provided comments on agenda, budget adoption resolution, and developer funding agreement; Emailed redlined documents to GMS for agenda	0.60	$153.00
7/14/2022	jms	Emails regarding upcoming Board of Supervisor meeting agenda, print, save and calendar	0.10	$10.50
7/14/2022	JEL	Reviewed and revised draft agenda letter and resolution 2022-06	1.00	$255.00
7/17/2022	JEL	Reviewed agenda and minutes for upcoming Board of Supervisors' meeting	0.30	$76.50
7/18/2022	JEL	Attended Board of Supervisors' meeting; Drafted meeting task list; Reviewed utility bill of sale Parcel 11D - Phase 2; Email to District Engineer regarding Parcel 11D - Phase 2 conveyance; Review of Phase 1 and Phase 2 bill of sale and review of plat	2.00	$510.00
7/20/2022	JEL	Drafted agreement regarding taxes, owner's affidavit, certificate of District Engineer, and bill of sale from Developer to CDD for Phase 1 and Phase 2 conveyance	1.40	$357.00
7/22/2022	JEL	Revised Phase 1 and Phase 2 conveyance documents	0.70	$178.50
7/26/2022	JEL	Reviewed Orangewood N-2 plat; Confirmed sunbiz entity report; Reviewed adopted resolutions for approval of conveyance of utility improvements; Revised bill of sales for utility improvements to Orange County	1.40	$357.00
7/26/2022	KET	Finalization of conveyance documents for the utility conveyance to Orange County, Florida.	0.90	$229.50
7/28/2022	JEL	Prepared exhibits for conveyance documents for the Utility conveyance to Orange County; Drafted resolution 2022-07 approving conveyance; Email sent to District Engineer with conveyance documents and question regarding improvements	1.20	$306.00
7/29/2022	JEL	Reviewed easement map received from District Engineer for conveyance	0.10	$25.50
Total Professional Services:			**9.70**	**$2,458.50**

Total $2,458.50
Previous Balance $508.50 pd 8/25/22

Payments & Credits

Date	Type	Notes		Amount
			Payments & Credits	$0.00
			Total Due	**$2,967.00**

LATHAM, LUNA,
EDEN & BEAUDINE, LLP
ATTORNEYS AT LAW

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

September 13, 2022

Invoice #: 105734
Federal ID #:59-3366512

Grande Pines CDD
c/o GMS- CFL, LLC219 E. LIVINGSTON STREET
Orlando, FL 32801

RECEIVED
SEP 20 2022

Matter ID: 4168-001 General

For Professional Services Rendered:

8/4/2022	JEL	Reviewed conveyance documents; Email correspondence with District Engineer requesting recorded plats and and status of requisitions; Reviewed recorded plat from District Engineer to confirm road ownership; Follow up email sent to District Engineer regarding review of conveyance documents and execution of Certificate of District Engineer; Revised Resolution 2022-07 approving conveyance	2.40	$612.00
8/5/2022	KET	Finalization of documents for the conveyance of utilities to Orange County.	1.00	$255.00
8/5/2022	JEL	Reviewed executed certificate of District Engineer; Continued to revise conveyance documents; Reviewed recorded plat and legal description	0.40	$102.00
8/8/2022	JEL	Finalized Resolution 2022-07 approving conveyance of utilities; Email correspondence with District Engineer regarding use of Orangewood plat and requesting revised legal description	0.80	$204.00
8/9/2022	JEL	Email correspondence with District Manager regarding Resolution 2022-07 approving conveyance in substantially final form	0.10	$25.50
8/10/2022	JEL	Phone call with District Engineer regarding status of roads and plat distinctions; Continued to work conveyance documents following discussion with District Engineer; Prepared combined legal description for Phases 1 & 2 conveyance documents; Email correspondence with District Manager regarding revised Resolution 2022-07 for revised agenda	2.30	$586.50
8/10/2022	KET	Review of establishment materials, District Engineer's Report and plats to confirm the intended owner and maintenance entity of the roads. Finalization of documents to convey the utilities to Orange County.	2.00	$510.00
8/11/2022	JEL	Email correspondence with Park Square requesting signatures on conveyance documents; Prepared conveyance documents for Board of Supervisors' meeting; Reviewed agenda and minutes for upcoming Board of Supervisors' meeting	0.40	$102.00
8/11/2022	jms	Emails regarding revised agenda and calendar	0.10	$10.50
8/15/2022	JEL	Attended Board of Supervisors' meeting; Prepared task list following meeting; Email correspondence with District Manager regarding fully executed conveyance documents	1.60	$408.00
8/17/2022	JEL	Received and reviewed signed Resolution 2022-07 with conveyance documents; Email correspondence with District Engineer regarding executed Bills of Sale to Orange County for transmittal	0.20	$51.00
8/17/2022	jms	Prepare and send packet to Poulos & Bennet with Bill of Sale between CDD and County	0.20	$21.00
8/30/2022	JEL	Reviewed recorded plat dedications to track status of conveyances; Email correspondence with District Engineer and Developer regarding Phase 2 plat dedications to HOA	1.00	$255.00
8/30/2022	JAC	Work on issues regarding plat dedications	0.40	$146.00
Total Professional Services:			**12.90**	**$3,288.50**

For Disbursements Incurred:

8/17/2022	Payment disbursement sent to invoice number 7-860-07592; sent Lisa Fountain with Poulos & Bennett, from JoAnna Sweeney with LLEB on 08.17.22.	$15.10
Total Disbursements Incurred:		**$15.10**

Total	$3,303.60
Previous Balance	$2,458.50

Payments & Credits

Date	Type	Notes		Amount
			Payments & Credits	$0.00
			Total Due	**$5,762.10**

Attendance Confirmation
for
BOARD OF SUPERVISORS

District Name: Grande Pines CDD

Board Meeting Date: September 19, 2022

	Name	*In Attendance Please √*	*Fee Involved Yes / No*
1	Amanda Whitney	✓	Yes ($200)
2	Linda Kepfer		Yes ($200)
3	Achal Aggarwal	✓	Yes ($200)
4	Suhiel Rojas		($200)
5	Randy Jones		$200)

Payroll
Do not send check
with PR #35
just put these names
on the PR

The supervisors present at the above referenced meeting should be compensated accordingly.

Approved for Payment:

District Manager Signature

9/19/22
Date

*****RETURN SIGNED DOCUMENT TO District Accountant*****

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Grande Pines
Community Development District

Funding Request #36
October 21, 2022

	Payee	General Fund FY2022	General Fund FY2023
1	**Achal Aggarwal**		
	Inv# 10172022-Supervisor Fee		$ 215.30
2	**Amanda Whitney**		
	Inv# 10172022-Supervisor Fee		$ 215.30
3	**GMS-CF, LLC.**		
	Inv# 41 - Management Fees - Oct 22		$ 3,606.57
4	**Latham, Luna, Eden & Beaudine, LLP**		
	Inv# 106526 General Counsel - Sept 2022	$ 4,780.13	
5	**Linda Kepfer**		
	Inv# 10172022-Supervisor Fee		$ 215.30
6	**Orlando Sentinel**		
	Inv # 06092384900 - Sept 2022	$ 263.68	
7	**Poulos & Bennett**		
	Inv # 19-151(27) Engineer Services - Aug 2022	$ 1,722.20	
8	**Suhiel Rojas**		
	Inv# 10172022-Supervisor Fee		$ 215.30
		$ 6,766.01	$ 4,467.77
		Total:	**$ 11,233.78**

Please make check payable to:

Grande Pines Community Development District
6200 Lee Vista BLVD Suite 300
Orlando FL, 32822

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

Invoice

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Invoice #: 41
Invoice Date: 10/1/22
Due Date: 10/1/22
Case:
P.O. Number:

RECEIVED OCT 1 8

Bill To:

Grande Pines CDD
219 E. Livingston St.
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - October 2022		3,062.50	3,062.50
Website Administration - October 2022		100.00	100.00
Information Technology - October 2022		150.00	150.00
Dissemination Agent Services - October 2022		291.67	291.67
Office Supplies		0.12	0.12
Postage		2.28	2.28

Total	$3,606.57
Payments/Credits	$0.00
Balance Due	$3,606.57

LATHAM, LUNA,
EDEN & BEAUDINE, LLP
ATTORNEYS AT LAW

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

October 13, 2022

Invoice #: 106526
Federal ID #:59-3366512

Grande Pines CDD
c/o GMS- CFL, LLC219 E. LIVINGSTON STREET
Orlando, FL 32801

Matter ID: 4168-001 General

For Professional Services Rendered:

9/7/2022	JEL	Continued review of Paradiso Grande plat dedications and email correspondence with District Engineer regarding the same	1.00	$255.00
9/8/2022	JEL	Phone call with District Engineer regarding correction to Phase 2 plat error and Phase 1 and Phase 2 Utility conveyance; Reviewed Phase 4 plat and provided comments to District Engineer; Email correspondence with District Manager regarding Phase 2 plat error	0.90	$229.50
9/9/2022	JEL	Drafted Special Warranty Deed and Quitclaim Deed to correct Phase 2 plat error; Reviewed Engineer's Report; Email correspondence with District Engineer regarding plat	1.00	$255.00
9/9/2022	JAC	Work on issue regarding: plat inconsistencies	0.30	$109.50
9/12/2022	JEL	Email correspondence requesting title report for Phase 2 plat correction; Preparation of Owner's Affidavit, Agreement Regarding Taxes, Certificate of District Engineer, and Resolution 2022-08; Reviewed agenda, minutes, and task list in preparation of Board of Supervisors' meeting; Email correspondence with District Engineer regarding Phase 2 plat correction	3.00	$765.00
9/13/2022	jms	Email regarding agenda for upcoming Board of Supervisors meeting, print save and update calendar for attorney's	0.10	$10.50
9/14/2022	JEL	Reviewed Requisition No. 8 and Engineer's Report to confirm improvements in Phase 1; Drafted Resolutions 2022-09 and 2022-10 approving conveyances; Email correspondence with District Engineer regarding lift station conveyance; Email correspondence with Developer regarding conveyance documents for Phase 2 plat correction; Preparation of Owner's Affidavit, Agreement Regarding Taxes, and Certificate of District Engineer for Phase 1 conveyance; Email correspondence requesting title report for Phase 1 conveyance	3.10	$790.50
9/14/2022	KET	Review of Orange County requirements for a lift station conveyance from the Developer to the District and from the District to Orange County, per the development plans, in preparation of conveyance for same. Review of improvements subject to Requisition on upcoming Agenda.	1.40	$357.00
9/15/2022	JEL	Preparation of Special Warranty Deed and Bill of Sale for Phase 1 conveyance; Preparation of Warranty Deeds, Bills of Sale, Owner's Affidavit, Agreement Regarding Taxes, and Certificate of District Engineer for lift station conveyance to Orange County; Email correspondence requesting title commitment for lift station conveyance; Email correspondence with District Engineer regarding Phase 1 and lift station conveyances	3.20	$816.00
9/19/2022	JEL	Attended Board of Supervisors' meeting and prepared task list following same	1.20	$306.00
9/20/2022	JEL	Email correspondence with District Engineer regarding the Certificate of District Engineer for the Phase 1 conveyances; Received and reviewed executed conveyance documents from Developer for the conveyance of real property and improvements in Phase 1 to the District	0.30	$76.50

9/21/2022	JEL	Email correspondence to District Engineer and Developer regarding to requirements for the lift station conveyance to Orange County lift station requirements	0.20	$51.00
9/23/2022	JEL	Email correspondence with the title company regarding the lift station conveyance from the Developer to the District and from the District to Orange County regarding title of conveyances; Preparation of marked up plat per Orange County requirements for the conveyance of the lift station from the Developer to the District and from the District to Orange County	0.70	$178.50
9/23/2022	KET	Review of email correspondence from the title company and from Orange County Utilities Department regarding the lift station conveyance. Review of the recorded plat's dedication language regarding the lift station and telephone call regarding same.	1.10	$280.50
9/26/2022	KET	Email correspondence with Orange County regarding required documents for the lift station conveyance.	0.20	$51.00
9/28/2022	JEL	Email correspondence with District Engineer regarding Phase 1 improvements; Reviewed title for Phase 1 conveyance and Phase 2 corrections; Email correspondence to Developer regarding Notice of Terminations of Notice of Commencements	0.90	$229.50
Total Professional Services:			**18.60**	**$4,761.00**

For Disbursements Incurred:

9/19/2022	Payment disbursement sent to Fedex invoice number 7-896-05396 sent to Jay Lazarovich with LLEB; from Achal with Park Square Homes on 09.19.22.	$19.13
Total Disbursements Incurred:		**$19.13**

Total	$4,780.13
Previous Balance	$5,762.10
Total Due	**$10,542.23**

Orlando Sentinel
MEDIA GROUP

PO Box 8023
Willoughby, OH 44096

adbilling@tribpub.com
844-348-2445

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OCT 14 2022

INVOICE

Invoice Details

Billed Account Name:	Grande Pines Cdd
Billed Account Number:	CU80068057
Invoice Number:	060923849000
Invoice Amount:	$263.68
Billing Period:	09/01/22 - 09/30/22
Due Date:	10/30/22

All past due amounts are payable immediately

Invoice Details

Date	tronc Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
09/13/22	OSC60923849	Classified Listings, Online public meetings for Fiscal Year 2023 7287532				263.68

RECEIVED
OCT 14 2022

Invoice Total: $263.68

Account Summary

Current	1-30	31-60	61-90	91+	Unapplied Amount
263.68	0.00	559.86 pd	0.00	0.00	0.00

Please detach and return this portion with your payment.

Orlando Sentinel
MEDIA GROUP

PO Box 8023
Willoughby, OH 44096

Remittance Section

Billed Period:	09/01/22 - 09/30/22
Billed Account Name:	Grande Pines Cdd
Billed Account Number:	CU80068057
Invoice Number:	060923849000

Return Service Requested

9958000200 PRESORT 200 1 SP 0.570 P3C1 <B>

GRANDE PINES CDD
.
219 E. LIVINGSTON STREET
ORLANDO FL 32801-1508

For questions regarding this billing, or change of address notification, please contact Customer Care:

Orlando Sentinel
PO Box 8023
Willoughby, OH 44096

Orlando Sentinel
MEDIA GROUP

COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Grande Pines Community Development District will hold their regularly scheduled public meetings for Fiscal Year 2023 at 10:00 am at the Offices of GMS-CF, LLC, 219 E. Livingston Street, Orlando, Florida 32801, on the third Monday of each month as follows:

October 17, 2022
November 21, 2022
December 19, 2022
January 16, 2023
February 20, 2023
March 20, 2023
April 17, 2023
May 15, 2023
June 19, 2023
July 17, 2023
August 21, 2023
September 18, 2023

The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the meeting agenda may be obtained from the District Manager at 219 E. Livingston Street, Orlando, FL 32801.

The meetings may be continued to a date, time, and place as evidenced by motion of the majority of Board Members participating. There may be occasions when one or more Supervisors will participate by telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodation to participate in this meeting is asked to advise the District Office at (407) 841-5524 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service (800) 955-8770, who can aid you in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

George S. Flint
District Manager
Governmental Management Services – Central Florida, LLC
9/13/2022 7287532

7287532

Orlando Sentinel
MEDIA GROUP

Published Daily
ORANGE County, Florida

Sold To:
Grande Pines CDD - CU80068057
219 E. Livingston Street
Orlando, FL 32801

Bill To:
Grande Pines CDD - CU80068057
219 E. Livingston Street
Orlando, FL 32801

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11150-Public Hearing Notice
Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Sep 13, 2022.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Rose Williams

Signature of Affiant

Rose Williams

Name of Affiant

Sworn to and subscribed before me on this 14 day of September, 2022,
by above Affiant, who is personally known to me (X) or who has produced identification ( ).

LeAnne Rollins

Signature of Notary Public

LEANNE ROLLINS
Notary Public - State of Florida
Commission # GG 982233
My Comm. Expires Apr 27, 2024
Bonded through National Notary Assn.

Name of Notary, Typed, Printed, or Stamped

7287532

POULOS & BENNETT

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

RECEIVED
OCT 07 2022

Grande Pines CDD
6200 Lee Vista Boulevard, Suite 300
Orlando, FL 32822

Invoice number 19-151(27)
Date 09/28/2022

Project **19-151 GRANDE PINES CDD**

Professional services for the period ending: August 31, 2022

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining Percent	Current Percent	Current Billed
.01 ENGINEER'S REPORT	15,000.00	99.92	14,987.50	14,987.50	0.08	0.00	0.00
.02 MISCELLANEOUS SERVICES	0.00	0.00	3,187.50	4,846.25	0.00		1,658.75
.03 2020 BOND ISSUANCE	0.00	0.00	12,703.75	12,760.00	0.00		56.25
.99 REIMBURSABLE EXPENSES	0.00	0.00	0.80	64.29	0.00		63.49
Total	15,000.00		30,879.55	32,658.04			1,778.49

Hourly Tasks:

.02 Miscellaneous Services

	Hours	Rate	Billed Amount
Practice Team Leader	1.75	225.00	393.75
Staff Engineer	11.00	115.00	1,265.00
Phase subtotal			1,658.75

.03 2020 Bond Issuance

	Hours	Rate	Billed Amount
Practice Team Leader	0.25	225.00	56.25

.99 Reimbursable Expenses

Reimbursables

	Units	Rate	Billed Amount
			63.49

.02 Miscellaneous Services - Sign bill of sales; Requisitions; Engineer certifications; Board meeting

.03 2020 Bond Issuance - Prepare bond requisition #8

Invoice total **1,778.49**

POULOS & BENNETT

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
19-151(25)	07/25/2022	56.25			56.25		
19-151(26)	08/25/2022	427.50		427.50			
	Total	483.75	0.00	427.50	56.25	0.00	0.00