

*Grande Pines
Community Development District*

Agenda

August 21, 2023

AGENDA

Grande Pines

Community Development District

219 East Livingston Street, Orlando, Florida 32801

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

August 14, 2023

**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, August 21, 2023 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. Approval of Minutes of the July 17, 2023 Meeting
4. Consideration of Resolution 2023-11 Ratifying Conveyance Documents
5. Consideration of Temporary Construction Easement Agreement
6. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Check Register
 - ii. Balance Sheet and Income Statement
 - D. Field Manager's Report
7. Other Business
8. Supervisors Requests
9. Adjournment

Sincerely,

George Flint

George S. Flint
District Manager

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, **July 17, 2023** at 10:00 a.m. at the Offices of GMS-CF, LLC at 219 East Livingston Street, Orlando, Florida.

Present and constituting a quorum:

Amanda Whitney
Linda Kepfer
Achal Aggarwal
Suhel Rojas

Chairperson
Vice Chairperson
Assistant Secretary
Assistant Secretary

Also present were:

George Flint
Jay Lazarovich
Stephan Saha *by phone*

District Manager, GMS
District Counsel
District Engineer

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order and called the roll. We have four Board members here and we have a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Flint: Next is the public comment period and we just have the Board and staff present.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Administration of Oaths of Office to Newly Elected Board Members: Randy Jones

Mr. Flint: Next is administration of the oath to Randy Jones and we will just keep this on here as a reminder that he needs to do that.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the April 17, 2023 Meeting

Mr. Flint: Next is approval of the minutes from your April 17, 2023 meeting. Does the Board have any comments or corrections to those?

On MOTION by Ms. Whitney, seconded by Mr. Aggarwal with all in favor, the Minutes of the April 17, 2023 Meeting, were approved.

FIFTH ORDER OF BUSINESS

Public Hearing

Mr. Flint: The public hearing to consider adoption of the Fiscal Year 2024 budget and impose assessments related to that. Is there a motion to open the hearing?

On MOTION by Ms. Whitney, seconded by Mr. Aggarwal, with all in favor, Opening the Public Hearing, was approved.

Mr. Flint: The hearing is open. For the record, we will note there are no members of the public to provide comment or testimony so we will close the public comment portion.

A. Consideration of Resolution 2023-07 Adopting the Fiscal Year 2024 Budget and Relating to the Annual Appropriations

Mr. Flint: You previously approved a proposed budget and set today as the public hearing for its final adoption. The blanks that are in the resolution will be filled in based on the attached exhibit once it is approved. Counsel did point out that section three second line should be 2023/2024 reference there so we will ask for the resolution to be approved with that change. Exhibit A to the resolution is the budget for next year and is substantially the same was what you saw when you approved the proposed budget. The actuals for the current year have been updated through the end of May. The per unit assessment amounts are the same as they are in the current year.

On MOTION by Ms. Whitney, seconded by Mr. Aggarwal, with all in favor, Resolution 2023-07 Adopting the Fiscal Year 2024 Budget and Relating to the Annual Appropriations, was approved.

B. Consideration of Resolution 2023-08 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Flint: This resolution imposes the assessments associated with the budget that you just approved so attached is the approved budget and assessment roll to this resolution and this imposes the assessments. Any questions on the assessment resolution?

On MOTION by Ms. Whitney, seconded by Mr. Aggarwal, with all in favor, Resolution 2023-08 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

Mr. Flint: Is there a motion to close the public hearing?

On MOTION by Ms. Whitney, seconded by Mr. Aggarwal, with all in favor, Closing the Public Hearing, was approved.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2023-09
Appointing an Assistant Treasurer**

Mr. Flint: On all of our Districts we are appointing Darrin Mossing, Sr. who is the President of GMS as an Assistant Treasurer. He works with our accounting group so just as a back stop if we ever have turnover or he needs to step in, we are making him an Assistant Treasurer on all of our accounts and this allows him also to be a signer on the bank accounts by being an Assistant Treasurer.

On MOTION by Ms. Whitney, seconded by Mr. Aggarwal, with all in favor, Resolution 2023-09 Appointing Darrin Mossing, Sr. as Assistant Treasurer, was approved.

SEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2023-10 Re-
Establishing Bank Account Signatories**

Mr. Flint: This resolution rather than naming individuals, names offices as signers so the Treasurer, Assistant Treasurer, and Secretary would be authorized to be signers on the operating account. Right now, the Treasurer and Secretary are so this just adds Assistant Treasurer.

On MOTION by Ms. Whitney, seconded by Mr. Aggarwal, with all in favor, Resolution 2023-10 Re-Establishing Bank Account Signatories, was approved.

EIGHTH ORDER OF BUSINESS**Presentation of Series 2021 Arbitrage Rebate Calculation Report**

Mr. Flint: This is the Arbitrage Rebate Calculation Report for the Series 2021 bonds. We are required by the IRS to demonstrate we are earning less interest than we are paying and this has to be reported every five years. We have the calculation done annually and you can see we have a negative net rebatable arbitrage of \$402,000 so there are no arbitrage issues. Is there a motion to accept the report?

On MOTION by Ms. Whitney, seconded by Mr. Aggarwal, with all in favor, the Presentation of Series 2021 Arbitrage Rebate Calculation Report, was approved.

NINTH ORDER OF BUSINESS**Ratification of Request for Transfer of Environmental Resource Permit**

Mr. Flint: Next is the ratification of request for transfer of Environmental Resource Permit to the CDD as the operating entity. This has already been signed by the Chair and we are asking the Board to ratify.

On MOTION by Ms. Whitney, seconded by Mr. Aggarwal, with all in favor, the Request for Transfer of Environmental Resource Permit, was ratified.

TENTH ORDER OF BUSINESS**Ratification of Agreements**

- A. Landscape Management Agreement with United Land Services**
- B. Aquatic Plant Management Agreement with Applied Aquatic Management**
- C. Fountain Maintenance Agreement with Cascade**

Mr. Smith: There are three agreements that need to be ratified. The first is for landscape maintenance with United Land Services. You can see the agreement and scope included in your agenda. This was previously executed by the Chair and we are just asking the Board to ratify this.

On MOTION by Ms. Whitney, seconded by Mr. Aggarwal, with all in favor, the Landscape Management Agreement with United Land Services, the Aquatic Plant Management Agreement with Applied Aquatic Management, and the Fountain Maintenance Agreement with Cascade, were ratified.

ELEVENTH ORDER OF BUSINESS**Staff Reports****A. Attorney****i. Presentation of Memo Regarding Ethics Training for Elected Officials**

Mr. Lazarovich: Included in your agenda is a memo regarding some new laws passed in Florida. We wanted to bring attention to the Board as of January 2024 there will be new ethics training requirement. This would require four hours annually for all elective or appointed officers of any Independent Special District. This is just advanced notice of this requirement and it has a couple of resources for you. Also included are some other changes to Florida law. Just as a reminder it is prohibited under Florida Law to have any firearms at a government meeting. There were also some changes regarding technology transparency and government. If you have questions regarding the memo, feel free to send to George or myself. No other updates for the Board.

B. Engineer**i. Review and Acceptance of Annual Engineer's Report**

Mr. Flint: Under the Engineer's Report, you have the Master Trust Indenture for the Series 2021 Bonds for the District requiring the Engineer to annually inspect the District's infrastructure to make sure it is being maintained properly and we are budgeting for maintenance and our insurance is adequate. You will see a letter from the District Engineer indicating that the infrastructure is currently under a one-year maintenance bond so there is no need to do that detailed review currently. Any other report from the District Engineer? Is there a motion to accept Christy's letter report?

On MOTION by Ms. Whitney, seconded by Mr. Aggarwal, with all in favor, Accepting the Annual Engineer's Report, was approved.

C. District Manager's Report**i. Check Register**

Mr. Flint: You have the check register from May 5, 2023 through July 3, 2023 for \$16,758.43. The detailed check register is behind the summary. Any questions on the check register?

On MOTION by Ms. Whitney, seconded by Mr. Aggarwal, with all in favor, the Check Register for \$16,758.43, was approved.

ii. Balance Sheet and Income Statement

Mr. Flint: You also have the unaudited financial statements through May 31, 2023. If the Board has any questions, we can discuss those. There is no action required. We just processed a requisition that threw that down significantly so you should not have that much remaining in the construction account at this point. You still have about \$700,000 in your construction account that can be drawn on.

iii. Ratification of Requisition #15

Mr. Flint: Requisition #15 is for \$1,177.50 for the District Engineer.

On MOTION by Ms. Whitney, seconded by Mr. Aggarwal, with all in favor, Requisition #15, was ratified.

iv. Approval of Requisition #17

Mr. Flint: Requisition #17 is the requisition I was just mentioning for \$1,174,253.

On MOTION by Ms. Whitney, seconded by Mr. Aggarwal, with all in favor, Requisition #17, was approved.

v. Approval of Fiscal Year 2024 Meeting Dates

Mr. Flint: Each year you are required to approve an annual meeting notice and we have prepared one based on your prior practice of meeting on the third Monday of each month at 10:00 a.m. in this location. If you want to keep the meetings that way, you can approve this but if not, we can make changes.

On MOTION by Ms. Whitney, seconded by Mr. Aggarwal, with all in favor, the Fiscal Year 2024 Meeting Dates, was approved.

vi. Presentation of Number of Registered Voters: 0

Mr. Flint: Each year we are required to announce the number of registered voters as of April 15th and you can see the Supervisor of Elections indicates there are currently no registered voters residing within the District. No action required.

D. Field Manager's Report

Mr. Smith: I have a report submitted for you. Contracted services with landscaping, fountain maintenance, and aquatics are all operational now. The United Lands Accounting manager moved to a different property and we have a new one but we have already been meeting with them and they already know the quality standards and responsibilities so it is just going through that little basic transition there. I have been meeting with Thomas who is the branch manager there to make sure this property is up to standard. We paid for initial cleaning services. Now that our transition period is over, we are operational and up and running. If there are any issues, they will be addressed as they come. For landscaping cleanup, the front area needed a lot of extra attention. Some spots had weeds and things like that so we did have them come through and do a full clean up. We are still working on a few things in terms of there is some construction debris and trash that need to get picked up then we should be good to go going forward and after that it is just maintenance from now on. During a recent storm, a couple of trees had been knocked over so we got those back up and restrapped them down and I am having them reviewed with the rest of the trees on the properties that have the straps. There are a couple missing across so just going back there to double check all of those. Some of the trees that were previously installed, the pine trees have died so they are going to come by and flush cut those for now. I talked to Kevin Parrish and looking at the proposal from QVD to redo all of the front entrance landscaping anyway because the pines do not make a lot of sense for the property and do not survive well as proven there. Once I have more information about that, I will let you know. The Sylvesters, we got those cleaned up. They are doing fine health wise but typically with these, we always would recommend looking into a quarterly injection policy with these. The Medjool's, depending on water, you will see fluctuation in health. If you have the injection policy, they stay green the majority of the year. At the next meeting, I will have proposals for that for you. We are currently working on our phase

four turnover and getting that ready for CDD maintenance. We are scheduling the meeting with them to do the walk through. We already have the punch list items and everything that we are looking to address so just finalizing the scheduling there.

TWELFTH ORDER OF BUSINESS**Other Business**

Mr. Flint: The Form-1 financial disclosure was due on July 1st. I think there is just one Board member that has not filed it yet. I have the form and it can be filed with an email to Orange County Supervisor of Elections. There is a grace period.

THIRTEENTH ORDER OF BUSINESS**Supervisors Requests**

Mr. Flint: Any other business or supervisors' requests?

FOURTEENTH 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 at 10:18 a.m.
--

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION 4

RESOLUTION 2023-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE CONVEYANCE OF REAL PROPERTY AND INFRASTRUCTURE IMPROVEMENTS FROM PARK SQUARE GRANDE PINES, 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 Grande Pines 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, Park Square Grande Pines, LLC, a Florida limited liability company (hereinafter “Park Square”), 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 Park Square to the District; and

WHEREAS, the Board of Supervisors of the District verbally approved the Conveyance Documents as part of the Requisition #17 at the Board's meeting on July 17, 2023.

WHEREAS, the District Counsel and the District Manager have reviewed the conveyances from Park Square, 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. Ratification of Acquisition and Transfer of the Real Property and Improvements. The Board hereby ratifies the transfer and acceptance of the real property and improvements described in Exhibit “A,” from Park Square to the District, and ratifies 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 Grande Pines Community Development District, this __ day of _____, 2023.

**GRANDE PINES 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
Post Office Box 3353
Orlando, Florida 32802

Parcel ID: 13-24-28-6643-18-001
13-24-28-6643-03-001

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made as of this 27th day of June, 2023 by **PARK SQUARE GRANDE PINES, LLC**, a Florida limited liability company (the “Grantor”), whose principal address is 5200 Vineland Road, Suite 200, Orlando, Florida 32811, to **GRANDE PINES 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 2023 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.

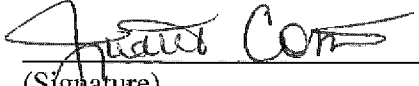
[SIGNATURES ON FOLLOWING PAGE]

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"


(Signature)
Amanda Whitney
(Print Name)

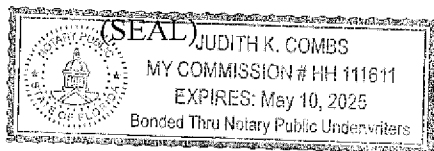

(Signature)
Judith Combs
(Print Name)

PARK SQUARE GRANDE PINES, LLC, a
Florida limited liability company

By: 
Print: Surash Gupta
Title: Manager

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization, this 27 day of June, 2023, by Surash Gupta as Manager of **PARK SQUARE GRANDE PINES, 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.



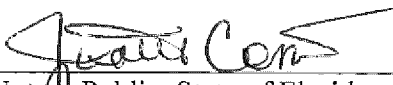

Notary Public; State of Florida
Print Name: Judith Combs
Comm. Exp.: 5/10/25 ; Comm. No.: HH111611

EXHIBIT "A"

Description of the Property

Tract R-1, according to the PARADISO GRANDE PHASE 4 plat, as recorded in Plat Book 111, Page 77, Public Records of Orange County, Florida.

Tract C-1, according to the PARADISO GRANDE PHASE 4 plat, as recorded in Plat Book 111, Page 77, Public Records of Orange County, Florida.

BILL OF SALE ABSOLUTE AND AGREEMENT
Grande Pines Community Development District – Phase 4

THIS BILL OF SALE ABSOLUTE AND AGREEMENT (“Agreement”) is made as of this 27th day of June, 2023, by and between **GRANDE PINES 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 **PARK SQUARE GRANDE PINES, LLC** (hereinafter referred to as the “Developer”), a Florida limited liability company, whose address is 5200 Vineland Road, Suite 200, Orlando, Florida 32811, 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]

COUNTERPART SIGNATURE PAGE TO BILL OF SALE
Grande Pines Community Development District – Phase 4

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:

Amanda Whitney
Witness

Amanda Whitney
Printed Name

Judith Combs
Witness

Judith Combs
Printed Name

PARK SQUARE GRANDE PINES, LLC, a
Florida limited liability company

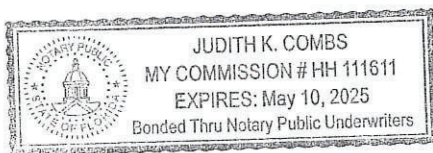
By: *[Signature]*

Print: Suresh Gupta

Title: Manager

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization, this 27 day of June, 2023, by Suresh Gupta as Manager of **PARK SQUARE GRANDE PINES, 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.



Judith Combs
Notary Public; State of Florida
Print Name: Judith Combs
My Commission Expires: 5/10/25
My Commission No.: HH111611

COUNTERPART SIGNATURE PAGE TO BILL OF SALE
Grande Pines Community Development District – Phase 4

**GRANDE PINES COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

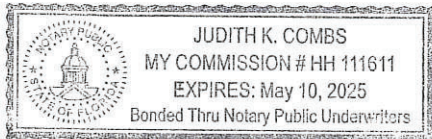
ATTEST:

By: Suhel Rojas
Secretary/Asst. Secretary

By: Amanda Whitney
Print: Amanda Whitney
Title: Chairman

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27 day of June, 2023, by Amanda Whitney as Chairman of the Board of Supervisors of the **GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, on its behalf. Said person is ☒ personally known to me or ☐ has produced _____ as identification.



Judith Combs
Notary Public; State of Florida
Print Name: Judith Combs
My Commission Expires: 5/10/25
My Commission No.: HH111611

EXHIBIT "A"

LIST AND DESCRIPTION OF IMPROVEMENTS & EQUIPMENT

1. Roadway and Drainage and Improvements
2. Conservation Area
3. Professional Fees – Surveys, Plats and Plans

The Improvements were completed in accordance with the following, as applicable:

Orange County Permit 20-S-091
SFWMD ERP Permit 48-104396-P
Valencia Water Control District Permit 514

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

Tract R-1, according to the PARADISO GRANDE PHASE 4 plat, as recorded in Plat Book 111, Page 77, Public Records of Orange County, Florida.

Tract C-1, according to the PARADISO GRANDE PHASE 4 plat, as recorded in Plat Book 111, Page 77, Public Records of Orange County, Florida.

OWNER'S AFFIDAVIT

Grande Pines Community Development District – Phase 4

STATE OF FLORIDA COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared Suresh Gupta (“Affiant”) as Manager of Park Square Grande Pines, LLC, a Florida limited liability company, authorized to do business in Florida, whose principal address is 5200 Vineland Road, Suite 200, Orlando, Florida 32811 (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 as the Manager 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 Paradiso Grande Phase 4, as recorded in Plat Book 111, Page 77, of the Official Records of Orange County, Florida (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 Grande Pines 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 N/A (v) has a mailing address of 5200 Vineland Road, Suite 200, Orlando, Florida 32811. 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: June 27, 2023

Signed, sealed and delivered in our presence:


(Signature)
Amanda Whitney
(Print Name)

(Signature)
Judith Combs
(Print Name)

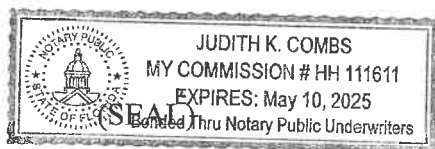
PARK SQUARE GRANDE PINES, LLC, a
Florida limited liability company

By: 
Print: Suresh Gupta
Title: Manager

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization, this 27 day of June, 2023, by Suresh Gupta, as Manager of **PARK SQUARE GRANDE PINES, 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: Judith Combs
Comm. Exp.: 5/10/25; Comm. No.: HH111611

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

PROPERTY

Tract R-1, according to the PARADISO GRANDE PHASE 4 plat, as recorded in Plat Book 111, Page 77, Public Records of Orange County, Florida.

Tract C-1, according to the PARADISO GRANDE PHASE 4 plat, as recorded in Plat Book 111, Page 77, Public Records of Orange County, Florida.

IMPROVEMENTS

1. Roadway and Drainage and Improvements
2. Conservation Area
3. Professional Fees – Surveys, Plats and Plans

The Improvements were completed in accordance with the following, as applicable:

Orange County Permit 20-S-091
SFWMD ERP Permit 48-104396-P
Valencia Water Control District Permit 514

AGREEMENT REGARDING TAXES

Grande Pines Community Development District – Phase 4

THIS AGREEMENT REGARDING TAXES (“Agreement”) is entered into this 27th day of June, 2023, by and between **PARK SQUARE GRANDE PINES, LLC**, a Florida limited liability company, whose address is 5200 Vineland Road, Suite 200, Orlando, Florida 32811 (the “Developer”), and **GRANDE PINES 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 2022 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 2023.

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 2023, Developer shall have no further responsibility with regard to ad-valorem taxes or assessments levied against the Property and/or Improvements, as applicable.


[SIGNATURE PAGE FOLLOWS]


SIGNATURE PAGE TO AGREEMENT REGARDING TAXES

Grande Pines Community Development District – Phase 4

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:

X 
Print: Amanda Whitney

X 
Print: Judith Combs

PARK SQUARE GRANDE PINES, LLC, a
Florida limited liability company

By: 

Print: Suresh Gupta

Title: Manager

SIGNATURE PAGE TO AGREEMENT REGARDING TAXES
Grande Pines Community Development District – Phase 4

**GRANDE PINES COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

ATTEST

X Suhel Rojas
Print: Suhel Rojas
Secretary/Asst. Secretary

By: Amanda Whitney
Print: Amanda Whitney
Title: Chairman

EXHIBIT “A”

DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

PROPERTY

Tract R-1, according to the PARADISO GRANDE PHASE 4 plat, as recorded in Plat Book 111, Page 77, Public Records of Orange County, Florida.

Tract C-1, according to the PARADISO GRANDE PHASE 4 plat, as recorded in Plat Book 111, Page 77, Public Records of Orange County, Florida.

IMPROVEMENTS

1. Roadway and Drainage and Improvements
2. Conservation Area
3. Professional Fees – Surveys, Plats and Plans

The Improvements were completed in accordance with the following, as applicable:

Orange County Permit 20-S-091
SFWMD ERP Permit 48-104396-P
Valencia Water Control District Permit 514

CERTIFICATE OF DISTRICT ENGINEER

Grande Pines Community Development District – Phase 4

I, **Christina Baxter, 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. 67547, 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 Grande Pines Community Development District (the “District”).

2. That the District proposes to accept from **PARK SQUARE GRANDE PINES, 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. The 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.]

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

PROPERTY

Tract R-1, according to the PARADISO GRANDE PHASE 4 plat, as recorded in Plat Book 111, Page 77, Public Records of Orange County, Florida.

Tract C-1, according to the PARADISO GRANDE PHASE 4 plat, as recorded in Plat Book 111, Page 77, Public Records of Orange County, Florida.

IMPROVEMENTS

1. Roadway and Drainage and Improvements
2. Conservation Area
4. Professional Fees – Surveys, Plats and Plans

The Improvements were completed in accordance with the following, as applicable:

Orange County Permit 20-S-091
SFWMD ERP Permit 48-104396-P
Valencia Water Control District Permit 514

SIGNATURE PAGE TO CERTIFICATE OF DISTRICT ENGINEER

Grande Pines Community Development District – Phase 4

DATED: July 10, 2023

Witness:

Print:

Chloe Brantley
Chloe Brantley

Witness:

Print:

Shirley Ann Gray
Shirley Ann Gray

C. Baxter

Christina Baxter, P.E.

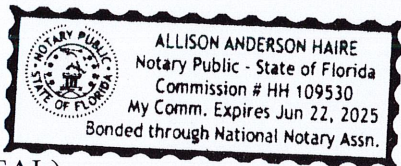
State of Florida License No.: **67547**

on behalf of the company,

Poulos & Bennett, LLC

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization, this 10 day of July, 2023 by **CHRISTINA BAXTER** 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.



(SEAL)

Allison Anderson Haire

Notary Public; State of Florida

Print Name:

Comm. Exp.:

Comm. No.:

Allison Anderson Haire
6-22-2025
HH 109530

SECTION 5

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

Property Appraisers Parcel ID Number:
Portion of 13-24-28-6640-18-001

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** (this “Easement Agreement”) is dated as of this ____ day of _____, 2023 (the “Effective Date”) by and between **GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT**, a community development district formed pursuant to Chapter 190, *Florida Statutes*, whose mailing address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (“Grantor”), **P.A.C. LAND DEVELOPMENT CORPOATION**, a Florida corporation (“PAC”), and **107TH AVE N 746, LLC**, a Florida limited liability company (“107th LLC” together with PAC, the “Grantee”), the foregoing sometimes being individually referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

A. Grantor is a local unit of special purpose government created in accordance with the Uniform Community Development Act of 1980, *Florida Statutes*, as amended (the “Act”).

B. Grantor was created by the Board of County Commissioners of Orange County (the “County”) by the adoption of County Ordinance No. 2019-17 on October 22, 2019 (the “Ordinance”), pursuant to the Act.

C. Pursuant to the Act, Grantor is authorized to construct, acquire, operate and maintain public infrastructure improvements and services as set forth in Section 190.012(1), *Florida Statutes*, for which Grantor may impose, levy and collect non-ad valorem special assessments on land within the boundaries described in the Ordinance (the “Property”).

D. Grantor owns certain real property which is dedicated for public use (the “District Property”) in Orange County, Florida, which is more particularly described in the Ordinance.

E. 107th LLC owns certain real property in Orange County, Florida, which is immediately adjacent to the District Property (the “Grantee Property”).

F. The Parties have agreed that Grantor shall grant Grantee a temporary construction easement (the “Easement”) upon, over and through the District Property, as shown and depicted on Exhibit “A” hereof (the “Easement Area”), for the purpose of constructing ____ units on the Grantee’s Property, pursuant to the [construction plans] approved by Orange County on _____, 2023, attached hereto as Exhibit “B” (the “Work”).

G. Grantor is willing to grant Grantee the Easement over, upon, through and across the Easement Area for the purposes aforesaid, subject to and upon the terms, conditions and limitations hereinafter set forth below.

AGREEMENT

NOW THEREFORE, for an in consideration of the above recitals, the mutual promises and covenants contained hereinbelow, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties as follows:

1. **Integration of Recitals.** The foregoing recitals are true, accurate and correct and are incorporated herein by this reference.

2. **Grant of Temporary Construction Easement.** Grantor hereby gives, grants, bargains and releases unto Grantee, its successors and assigns, for the benefit of Grantee, its contractors, employees and agents, a temporary easement for the purpose of providing temporary ingress and egress by Grantee over and across the Easement Area and to perform all such necessary acts for the Work, which shall be conducted with commercially reasonable construction practices and hours of operation. This Easement Agreement is subject and subordinate to the rights of Orange County and to the rights of others, if any, to locate, construct, maintain, repair and replace roadway related improvements and utilities over, through and across the Easement Area. This Easement Agreement shall automatically terminate upon completion of construction of the Work as evidenced by a certificate of completion signed by the engineer of record, along with the issuance of all approvals related thereto by all governing authorities having jurisdiction thereof, along with final acceptance of the Work by such governing authorities, as applicable. The Grantee acknowledges that the District Property includes public roads and sidewalks, such that a heightened level of safety and security is imperative to protect vehicular and pedestrian use. The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free and full right of ingress and egress over and across the Easement Area. Grantor hereby retains the right to utilize the Easement Area for any purpose which the Grantor may desire which does not unreasonably interfere with the Grantee's exercise of the easement rights herein granted.

3. **Indemnification.** The Grantee by its acceptance hereof covenants and agrees to indemnify the Grantor and its agents, contractors, employees, tenants, tenants' agents, or invitees and hold them harmless from any and all claims for personal injuries, death, or property damage, and any liens, liabilities, losses, damages, demands, charges, or expenses whatsoever, including, but not limited to, attorneys' fees, which arise out of, in connection with, or by reason of the Grantee's exercise of its rights under this Easement, except such loss or damage as may result from the negligence or willful acts of the Grantor or its agents, contractors, employees, tenants, tenants' agents, or invitees. Grantee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Easement Agreement, as to events which occurred prior to such expiration or termination.

4. **Pre-Use and Post-Use Restoration of the Easement Area.** Grantee agrees to participate in the Grantor's pre-use and post-use inspections in order to ensure complete

restoration of the District Property/Easement Area to its original condition. Grantee agrees to restore the District Property/Easement Area to its original condition (as such is determined by the Grantor in the Grantor's sole discretion) and at Grantee's sole cost and expense, within 30 days of any damage to the District Property/Easement Area, within 30 days of completion of the Work or within 30 days of termination of this Easement Agreement, as applicable. Grantee agrees to have all affected roads swept at least once every 30 days during the performance of the Work. In the event the Grantee does not fully restore the District Property/Easement Area within the 30 day period specified herein, the Grantee hereby consents to the Grantor restoring it at the sole cost and expense of the Grantee, including interest at the highest rate permitted by law, fees for administration, interest charges; additionally, such costs may be a lien on Grantee's Property enforceable by Grantor.

5. **Deposit Requirement.** Grantee agrees to submit a deposit in the total amount of \$_____.00 (the "Deposit") for the restoration of the Easement Area and any necessary repairs or replacements. Grantee shall submit the Deposit within ten (10) days of the Effective Date. In accordance with Section 4 of this Easement Agreement, Grantee shall forgo the Deposit should the Grantee fail to restore the Easement Area as provided therein.

6. **Compliance with Laws, Regulations, Rules and Policies.** At all times, Grantee shall operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders at Grantee's sole cost and expense, including but not limited to environmental laws. Grantee will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the Work described herein as may be issued by any governmental agency having jurisdiction. Grantee is responsible for obtaining all permits or other approvals required for the Work at Grantee's sole cost and expense. Grantee shall perform an underground utility/line location search before commencing any Work.

Grantee shall obtain an approved Maintenance of Traffic (MOT) Plan for impacts to roadways caused by the Work herein. The MOT Plan shall be in accordance with the Manual on Uniform Traffic Control Devices (latest edition and revisions) and the Florida Department of Transportation Roadway Design Standards (latest edition and revisions). Grantee agrees to comply with all MOT requirements promulgated by Orange County, as applicable.

Grantee shall perform all Work between the hours of 8:00 a.m. and 6:00 p.m. to avoid inconvenience to neighboring properties.

7. **Limitation of Rights.** This Easement Agreement creates a non-exclusive temporary easement, and Grantee does not and shall not (at any time) claim any interest or estate of any kind or extent whatsoever in the Easement Area by virtue of this Easement Agreement or Grantee's use of the Easement Area pursuant hereto. Furthermore, except as for the Work, no new facilities shall be constructed on the Easement Area without the prior written consent of Grantor, which may be withheld in Grantor's sole and absolute discretion.

8. **Vehicular Ingress and Egress.** Only to the extent reasonably practicable to enable the Grantee to exercise its rights under this Easement Agreement, the Grantee's rights of vehicular ingress and egress to and from the Easement Area shall be limited to the public drives, roads, and parking areas constructed upon the land of which the Easement Area forms a part. No

equipment, vehicles or materials of Grantee and/or its agents/contractors may be left overnight on the District Property.

9. **Insurance.** Grantee shall maintain comprehensive general liability insurance, at Grantee's sole expense, in the type and amount of coverage as considered customary and reasonable within its industry and for the Work. Grantee shall name the Grantor as an additional insured. Certificates of insurance (and copies of all policies, if required by the Grantor) shall be furnished to the Grantor prior to the mitigation of any Work. In the event of any cancellation or reduction of coverage, Grantee shall obtain substitute coverage as required under this Easement Agreement, without any lapse of coverage to District whatsoever.

Unless otherwise agreed to by Grantor and Grantee in writing, Grantee's contractors shall carry (at their own cost and expense), the following insurance:

a) Occurrence basis commercial general liability insurance (including broad form contractual coverage) and automobile liability insurance, each with minimum limits of Five Million Dollars (\$5,000,000.00) combined single limit per occurrence, protecting Grantee from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Grantee and/or Grantee's permitted users' hereunder or from or out of any act or omission of Grantee and/or Grantee's permitted users' and their related, affiliated and subsidiary companies and the officers, directors, agents, and employees of each, which insurance shall name Grantor as additional insured (the "Additional Insured"); and

b) Worker's compensation insurance as required by applicable Laws (and employer's liability insurance) with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence.

All such insurance required herein shall be with companies licensed to issue insurance in the State of Florida and which have a Best Guide rating of B+ VII or better, shall include a waiver of subrogation, be primary and noncontributory and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Grantor. Upon Grantor's written request, certificates of insurance, together with copies of the binding endorsements identifying the Additional Insured, shall be promptly furnished to Grantor. In the event of any cancellation or reduction of coverage, Grantee shall obtain substitute coverage as required hereunder, without any lapse of coverage to Grantor.

10. **Public Records.** Grantee acknowledges that the Grantor is a special purpose government, subject to the Public Records Act, and certain records related to this Easement Agreement may be considered Public Records under Florida law.

11. **Entire Agreement.** This Easement Agreement contains the entire agreement between the Parties, and there are no other terms, conditions, promises, undertakings, statements or representations, express or implied, concerning the matters contemplated by this Easement Agreement. If any term, covenant, or condition of this Easement Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, such term, covenant or condition or such application shall be deemed severable, and the application of such term, covenant or condition to persons or circumstances other than those as to which it was held

invalid or unenforceable, and the remainder of this Easement Agreement, shall not be affected thereby, and the remainder of this Easement Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. **No Warranty and Amendments.** Grantor makes no representations, statements, warranties, or agreements to Grantee in connection with this Easement Agreement, the Easement Area or the District Property. This Easement Agreement embodies the entire understanding of the parties hereto, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto in the same manner as executed herein. Notwithstanding anything to the contrary set forth in this Easement Agreement, Grantee acknowledges and agrees that Grantee's (and Grantee's contractors') use of the Easement Area is at its own risk and neither Grantor nor Grantor's agents shall have any liability or obligation for or with respect to any loss or damage to any of the Grantee Property arising out of or related to Grantor's or the Grantor's agents' use of or activities within the Easement Area or the Property.

13. **Modification.** No alterations, changes, modifications or amendments shall be made to this Easement Agreement, except in writing and signed by the Parties hereto.

14. **Binding Effect; Third Parties.** The provisions of this Easement Agreement constitute covenants running with the land of the Easement Area. The provisions of this Easement Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns. This Easement Agreement is not intended to, and shall not, create any rights in, nor confer any benefits upon, anyone other than the Parties hereto, their respective successors and assigns, and the successors in title in and to the properties referenced herein. This Easement Agreement is assignable by Grantee so long as the assignee is a party related to or controlled by Grantee; Grantee shall provide Grantor with written notice of the assignment within ten (10) days of such assignment. Any other assignment, whether partial or in full, by Grantee shall require prior written consent of Grantor.

15. **Sovereign Immunity.** Grantee agrees that nothing in this Easement Agreement shall constitute or be construed as a waiver of the Grantor's limitations on liability contained in Section 768.28, Florida Statutes, as amended or other statutes or law, and nothing in this Easement Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

16. **Governing Law and Jurisdiction.** This Easement Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Easement Agreement, or arising out of any matter pertaining to this Easement Agreement, shall be exclusively submitted before any court sitting in Orange County, Florida, having subject matter jurisdiction. The parties consent and submit to the

exclusive jurisdiction of any such court. THE PARTIES EXPRESSLY AND VOLUNTARILY WAIVE ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY MATTERS ARISING UNDER AND/OR IN CONNECTION WITH THIS EASEMENT AGREEMENT, THE EASEMENT, AND/OR THE EASEMENT AREA.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Easement Agreement to be duly executed under seal and delivered by their respective authorized representative on the day and year first above written.

SIGNATURE PAGES TO FOLLOW

DRAFT

WITNESSES:

Print Name: _____

Print Name: _____

GRANTOR:

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

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 _____, 2023 by _____ as the
Chairman/Vice-Chair of GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT,
a community development district formed pursuant to Chapter 190, *Florida Statutes*, for and on
behalf of said district, who is ☐ personally known to me or ☐ has
produced _____ as identification.

Signature of Notary Public

(Print Notary Name)
My Commission Expires: _____
Commission No.: _____

AFFIX NOTARY STAMP

WITNESSES:

Print Name: _____

Print Name: _____

PAC:

P.A.C. LAND DEVELOPMENT
CORPORATION, a Florida corporation

By: _____

Name: _____

Its: _____

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023 by _____ as the _____, of P.A.C. LAND DEVELOPMENT CORPORATION, a Florida corporation, on behalf of said corporation, who is ☐ personally known to me or ☐ has produced _____ as identification.

Signature of Notary Public

(Print Notary Name)

My Commission Expires: _____

Commission No.: _____

AFFIX NOTARY STAMP

WITNESSES:

Print Name: _____

Print Name: _____

107TH LLC:

107TH AVE N 746, LLC, a Florida limited liability company

By: _____

Name: _____

Its: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023 by _____ as the _____, of 107TH AVE N 746, LLC, a Florida limited liability company, on behalf of said company, who is ☐ personally known to me or ☐ has produced _____ as identification.

Signature of Notary Public

(Print Notary Name)

My Commission Expires: _____

Commission No.: _____

AFFIX NOTARY STAMP

EXHIBIT A- TEMPORARY CONSTRUCTION EASEMENT AREA

SECTION 6

SECTION C

SECTION I

Grande Pines Community Development District

Summary of Check Register

July 4, 2023 through August 7, 2023

Fund	Date	Check No.'s	Amount
General Fund	7/10/23	131	\$ 2,401.00
	7/17/23	132	\$ 3,606.69
Total Amount			\$ 6,007.69

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
7/10/23	00002	7/05/23 118563	202306 310-51300-31500		*	2,401.00	
		ATTORNEY SVCS-JUN23					
				LATHAM, LUNA, EDEN & BEAUDINE			2,401.00 000131
7/17/23	00001	7/01/23 50	202307 310-51300-34000		*	3,062.50	
		MANAGEMENT FEES-JUL23					
		7/01/23 50	202307 310-51300-35200		*	100.00	
		WEBSITE MANAGEMENT-JUL23					
		7/01/23 50	202307 310-51300-35100		*	150.00	
		INFORMATION TECH-JUL23					
		7/01/23 50	202307 310-51300-31300		*	291.67	
		DISSEMINATION SVCS-JUL23					
		7/01/23 50	202307 310-51300-51000		*	.12	
		OFFICE SUPPLIES					
		7/01/23 50	202307 310-51300-42000		*	2.40	
		POSTAGE					
				GOVERNMENTAL MANAGEMENT SERVICES			3,606.69 000132
TOTAL FOR BANK A						6,007.69	
TOTAL FOR REGISTER						6,007.69	

SECTION II

Grande Pines
Community Development District

Unaudited Financial Reporting
June 30, 2023



Table Of Contents

1	<u>Balance Sheet</u>
2-3	<u>General Fund</u>
4	<u>Debt Service Fund - Series 2021</u>
5	<u>Capital Projects Fund - Series 2021</u>
6-7	<u>Month to Month</u>
8	<u>Long Term Debt Report</u>
9	<u>Assessment Receipt Schedule</u>

Grande Pines
Community Development District
Combined Balance Sheet
June 30, 2023

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Project Fund</i>	<i>Total Governmental Funds</i>
Assets:				
Cash	\$ 205,911	\$ -	\$ -	\$ 205,911
Due From General Fund	\$ -	\$ 445	\$ -	\$ 445
<u>Series 2021</u>				
Reserve	\$ -	\$ 382,500	\$ -	\$ 382,500
Revenue	\$ -	\$ 137,610	\$ -	\$ 137,610
Construction	\$ -	\$ -	\$ 1,864,170	\$ 1,864,170
Total Assets	\$ 205,911	\$ 520,555	\$ 1,864,170	\$ 2,590,635
Liabilities:				
Accounts Payable	\$ 2,401	\$ -	\$ -	\$ 2,401
Due To Debt Service	\$ 445	\$ -	\$ -	\$ 445
Total Liabilities	\$ 2,846	\$ -	\$ -	\$ 2,846
Fund Balances:				
Unassigned	\$ 203,065	\$ -	\$ -	\$ 203,065
Assigned for Debt Service	\$ -	\$ 520,555	\$ -	\$ 520,555
Assigned for Capital Projects	\$ -	\$ -	\$ 1,864,170	\$ 1,864,170
Total Fund Balances	\$ 203,065	\$ 520,555	\$ 1,864,170	\$ 2,587,789
Total Liabilities & Fund Equity	\$ 205,911	\$ 520,555	\$ 1,864,170	\$ 2,590,635

Grande Pines

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending June 30, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 06/30/23	Thru 06/30/23	Variance
Revenues:				
Assessments - Tax Roll	\$ 188,290	\$ 188,290	\$ 193,428	\$ 5,138
Assessments - Direct Bill	\$ 56,039	\$ 56,039	\$ 56,039	\$ -
Developer Contributions	\$ 258,037	\$ 22,589	\$ 22,589	\$ -
Total Revenues	\$ 502,366	\$ 22,589	\$ 272,056	\$ 5,138
Expenditures:				
<u>Administrative Expenditures</u>				
Supervisor Fees	\$ 12,000	\$ 9,000	\$ 5,000	\$ 4,000
FICA Expense	\$ 918	\$ 689	\$ 383	\$ 306
Engineering	\$ 12,000	\$ 9,000	\$ 720	\$ 8,280
Attorney	\$ 25,000	\$ 18,750	\$ 16,028	\$ 2,722
Arbitrage	\$ 450	\$ 450	\$ 450	\$ -
Annual Audit	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Dissemination Fees	\$ 3,500	\$ 2,625	\$ 2,625	\$ (0)
Trustee Fees	\$ 5,000	\$ 2,020	\$ 2,020	\$ -
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Management Fees	\$ 36,750	\$ 27,563	\$ 27,563	\$ -
Information Technology	\$ 1,800	\$ 1,350	\$ 1,350	\$ -
Website Administration	\$ 1,200	\$ 900	\$ 900	\$ -
Telephone	\$ 300	\$ 225	\$ -	\$ 225
Postage	\$ 700	\$ 525	\$ 120	\$ 405
Insurance	\$ 6,114	\$ 6,114	\$ 5,842	\$ 272
Printing & Binding	\$ 700	\$ 525	\$ 46	\$ 479
Legal Advertising	\$ 5,000	\$ 3,750	\$ 662	\$ 3,088
Other Current Charges	\$ 1,000	\$ 750	\$ 346	\$ 404
Office Supplies	\$ 400	\$ 300	\$ 2	\$ 298
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<u>Total Administrative Expenditures</u>	\$ 123,007	\$ 94,710	\$ 74,231	\$ 20,480

Grande Pines

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending June 30, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 06/30/23	Thru 06/30/23	Variance
<i><u>Field Expenditures</u></i>				
Field Management	\$ 15,000	\$ 11,250	\$ -	\$ 11,250
Gate Attendants	\$ 163,171	\$ 122,378	\$ -	\$ 122,378
Gate Repairs	\$ 6,000	\$ 4,500	\$ -	\$ 4,500
Gate Internet, Phone, Cable	\$ 3,000	\$ 2,250	\$ -	\$ 2,250
Gate Cameras	\$ 1,200	\$ 900	\$ -	\$ 900
Gate Supplies	\$ 1,500	\$ 1,125	\$ -	\$ 1,125
Property Insurance	\$ 2,465	\$ 2,465	\$ -	\$ 2,465
Electric	\$ 6,900	\$ 5,175	\$ -	\$ 5,175
Streetlights	\$ 60,648	\$ 45,486	\$ -	\$ 45,486
Water & Sewer	\$ 21,740	\$ 16,305	\$ -	\$ 16,305
Landscape Maintenance	\$ 69,900	\$ 52,425	\$ 4,400	\$ 48,025
Landscape Contingency	\$ 1,000	\$ 750	\$ -	\$ 750
Irrigation Repairs	\$ 3,000	\$ 2,250	\$ -	\$ 2,250
Lake Maintenance	\$ 12,035	\$ 9,026	\$ -	\$ 9,026
Pressure Washing	\$ 6,000	\$ 4,500	\$ -	\$ 4,500
Sign Maintenance	\$ 1,800	\$ 1,350	\$ -	\$ 1,350
Repairs & Maintenance	\$ 1,500	\$ 1,125	\$ -	\$ 1,125
Contingency	\$ 2,500	\$ 1,875	\$ -	\$ 1,875
<i><u>Total Field Expenditures</u></i>	<i><u>\$ 379,359</u></i>	<i><u>\$ 285,136</u></i>	<i><u>\$ 4,400</u></i>	<i><u>\$ 280,736</u></i>
Total Expenditures	\$ 502,366	\$ 379,846	\$ 78,631	\$ 301,215
Excess (Deficiency) of Revenues over Expenditures	\$ 0		\$ 193,425	
Fund Balance - Beginning	\$ -		\$ 9,640	
Fund Balance - Ending	\$ 0		\$ 203,065	

Grande Pines

Community Development District

Debt Service Fund Series 2021

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending June 30, 2023

	Adopted Budget	Prorated Budget Thru 06/30/23	Actual Thru 06/30/23	Variance
Revenues				
Assessment - Tax Roll	\$ -	\$ -	\$ 303,489	\$ 303,489
Assessment - Direct	\$ 382,541	\$ 382,541	\$ 87,925	\$ (294,615)
Interest	\$ -	\$ -	\$ 12,480	\$ 12,480
Total Revenues	\$ 382,541	\$ 382,541	\$ 403,894	\$ 21,353
Expenditures:				
Series 2021				
Interest - 11/1	\$ 122,375	\$ 122,375	\$ 122,375	\$ -
Principal - 5/1	\$ 135,000	\$ 135,000	\$ 135,000	\$ -
Interest - 5/1	\$ 122,375	\$ 122,375	\$ 122,375	\$ -
Total Expenditures	\$ 379,750	\$ 379,750	\$ 379,750	\$ -
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ (9,862)	\$ (9,862)
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ (9,862)	\$ (9,862)
Excess (Deficiency) of Revenues over Expenditures	\$ 2,791		\$ 14,281	
Fund Balance - Beginning	\$ 123,479		\$ 506,273	
Fund Balance - Ending	\$ 126,269		\$ 520,555	

Grande Pines

Community Development District

Capital Projects Fund Series 2021

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending June 30, 2023

	Adopted Budget	Prorated Budget Thru 06/30/23	Actual Thru 06/30/23	Variance
Revenues				
Interest	\$ -	\$ -	\$ 81,220	\$ 81,220
Total Revenues	\$ -	\$ -	\$ 81,220	\$ 81,220
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 1,958,074	\$ (1,958,074)
Total Expenditures	\$ -	\$ -	\$ 1,958,074	\$ (1,958,074)
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ 9,862	\$ 9,862
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 9,862	\$ 9,862
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ (1,866,991)	
Fund Balance - Beginning	\$ -	\$ -	\$ 3,731,161	
Fund Balance - Ending	\$ -	\$ -	\$ 1,864,170	

Grande Pines
Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - Tax Roll	\$ -	\$ -	\$ 80	\$ -	\$ -	\$ 193,064	\$ -	\$ -	\$ 284	\$ -	\$ -	\$ -	\$ 193,428
Assessments - Direct Bill	\$ 28,019	\$ -	\$ -	\$ 14,010	\$ 14,010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 56,039
Developer Contributions	\$ 15,310	\$ 7,279	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,589
Total Revenues	\$ 43,329	\$ 7,279	\$ 80	\$ 14,010	\$ 14,010	\$ 193,064	\$ -	\$ -	\$ 284	\$ -	\$ -	\$ -	\$ 272,056
Expenditures:													
<u>Administrative Expenditures</u>													
Supervisor Fees	\$ 2,000	\$ 800	\$ -	\$ 600	\$ -	\$ 800	\$ -	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ 5,000
FICA Expense	\$ 153	\$ 61	\$ -	\$ 46	\$ -	\$ 61	\$ -	\$ 61	\$ -	\$ -	\$ -	\$ -	\$ 383
Engineering	\$ 371	\$ 56	\$ 113	\$ -	\$ -	\$ 60	\$ 120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 720
Attorney	\$ 2,189	\$ 3,031	\$ 2,084	\$ 1,217	\$ 180	\$ 3,401	\$ 1,509	\$ 16	\$ 2,401	\$ -	\$ -	\$ -	\$ 16,028
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Dissemination Fees	\$ 292	\$ 292	\$ 292	\$ 292	\$ 292	\$ 292	\$ 292	\$ 292	\$ 292	\$ -	\$ -	\$ -	\$ 2,625
Trustee Fees	\$ 2,020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,020
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Management Fees	\$ 3,063	\$ 3,063	\$ 3,063	\$ 3,063	\$ 3,063	\$ 3,063	\$ 3,063	\$ 3,063	\$ 3,063	\$ -	\$ -	\$ -	\$ 27,563
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ 1,350
Website Administration	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ 900
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 2	\$ 3	\$ 6	\$ 34	\$ 7	\$ 4	\$ 40	\$ 11	\$ 13	\$ -	\$ -	\$ -	\$ 120
Insurance	\$ 5,842	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,842
Printing & Binding	\$ -	\$ -	\$ 2	\$ -	\$ -	\$ 6	\$ 17	\$ 20	\$ -	\$ -	\$ -	\$ -	\$ 46
Legal Advertising	\$ 662	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 662
Other Current Charges	\$ 38	\$ 39	\$ 38	\$ 39	\$ 38	\$ 38	\$ 38	\$ 39	\$ 39	\$ -	\$ -	\$ -	\$ 346
Office Supplies	\$ 0	\$ 0	\$ 0	\$ -	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ 2
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
<u>Total Administrative Expenditure</u>	<u>\$ 22,057</u>	<u>\$ 7,595</u>	<u>\$ 5,847</u>	<u>\$ 5,540</u>	<u>\$ 3,830</u>	<u>\$ 12,976</u>	<u>\$ 5,779</u>	<u>\$ 4,551</u>	<u>\$ 6,057</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 74,231</u>

Grande Pines
Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Field Expenditures</u>													
Field Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Gate Attendants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Gate Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Gate Internet, Phone, Cable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Gate Cameras	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Gate Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,400	\$ -	\$ -	\$ -	4,400
Landscape Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Lake Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pressure Washing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Sign Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<u>Total Field Expenditures</u>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,400	\$ -	\$ -	\$ -	4,400
Total Expenditures	\$ 22,057	\$ 7,595	\$ 5,847	\$ 5,540	\$ 3,830	\$ 12,976	\$ 5,779	\$ 4,551	\$ 10,457	\$ -	\$ -	\$ -	78,631
Excess (Deficiency) of Revenues over Expenditures	\$ 21,272	\$ (315)	\$ (5,767)	\$ 8,470	\$ 10,180	\$ 180,089	\$ (5,779)	\$ (4,551)	\$ (10,173)	\$ -	\$ -	\$ -	193,425

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)
Less: Principal Payment - 5/1/23	(\$135,000)
Current Bonds Outstanding	\$6,490,000

Grand Pines CDD
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2023

Gross Assessments \$ 200,308.82 \$ 314,284.97 \$ 514,593.79
Net Assessments \$ 188,290.29 \$ 295,427.87 \$ 483,718.16

ON ROLL ASSESSMENTS

							38.93%	61.07%	100.00%
<i>Date</i>	<i>Distribution</i>	<i>Gross Amount</i>	<i>Discount/Penalty</i>	<i>Commission</i>	<i>Interest</i>	<i>Net Receipts</i>	<i>General Fund</i>	<i>2021 Debt Service</i>	<i>Total</i>
12/14/22	11/18-11/21/22	\$0.00	\$0.00	\$0.00	\$206.08	\$206.08	\$80.22	\$125.86	\$206.08
03/16/23	12/7-12/15/23	\$514,593.79	(\$20,583.66)	(\$89.01)	\$2,061.05	\$495,982.17	\$193,064.13	\$302,918.04	\$495,982.17
06/15/23	02/1-03/15/23	\$0.00	\$0.00	\$0.00	\$728.59	\$728.59	\$283.60	\$444.98	\$728.58
TOTAL		\$ 514,593.79	\$ (20,583.66)	\$ (89.01)	\$ 2,995.72	\$ 496,916.84	\$ 193,427.95	\$ 303,488.88	\$ 496,916.83

103%	Net Percent Collected
0	Balance Remaining to Collect

Direct Bill Assessments

Park Square Grande Pines, LLC						
2023-01				\$143,963.82	\$56,038.66	\$87,925.16
<i>Date Received</i>	<i>Due Date</i>	<i>Check Number</i>	<i>Amount Received</i>	<i>Net Assessed</i>	<i>O&M</i>	<i>Series 2021 Debt Service</i>
11/4/22	11/1/22	66953	\$71,981.91	\$71,981.91	\$28,019.33	\$43,962.58
2/10/23	2/1/23	68481	\$35,990.96	\$35,990.96	\$14,009.67	\$21,981.29
3/3/23	5/1/23	69001	\$35,990.95	\$35,990.96	\$14,009.66	\$21,981.29
				\$ 143,963.82	\$ 56,038.66	\$ 87,925.16

SECTION D

Grande Pines CDD

Field Management Report



August 21st, 2023

Jarett Wright

Field Manager

GMS

Completed

Guardhouse Turnover

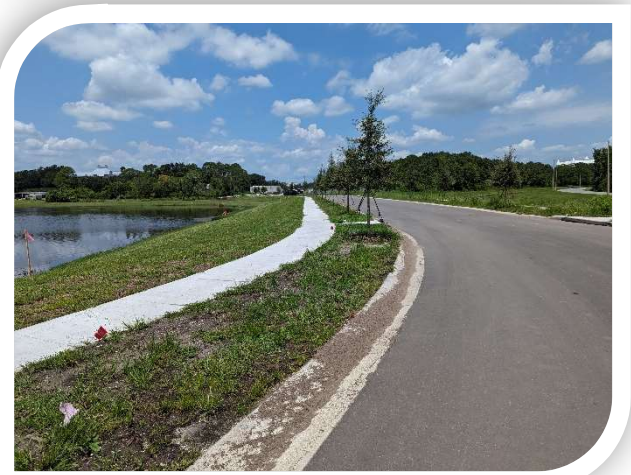
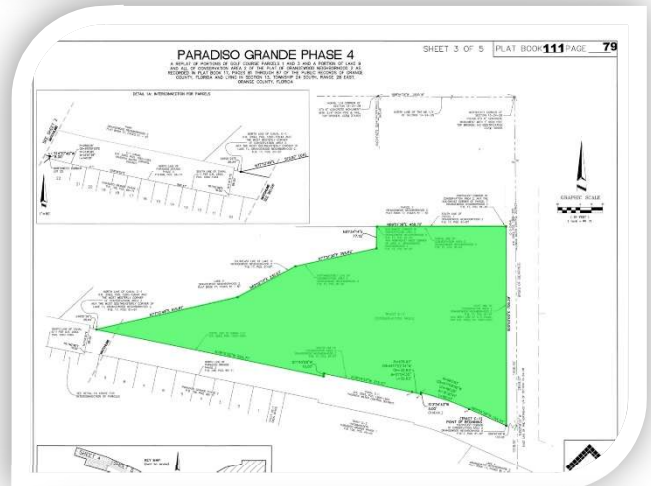
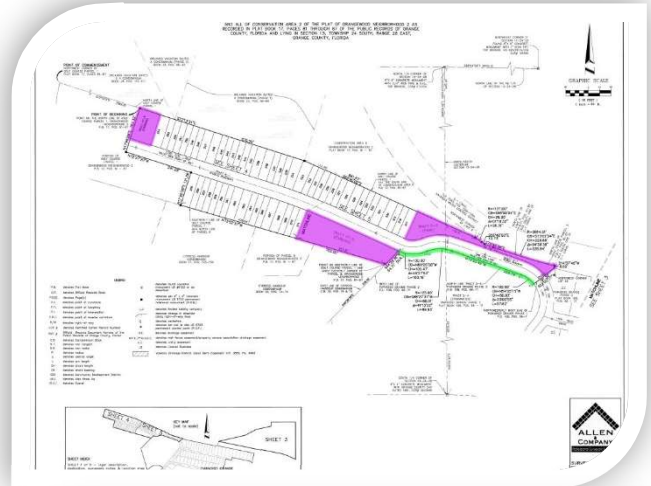
- ✚ Conducted turnover walkthrough for the entrance Guardhouse.
- ✚ Recommend delaying full operation with gate security attendants until internet can be installed at the HOA Clubhouse. The internet is required to provide functionality to any database information and camera access.
- ✚ Currently gathering proposals for security services.



InProgress

Phase 4 Turnover

- ✚ Scheduling conveyance turnover walkthrough for Phase 4 common areas. These areas are currently not maintained by the CDD.
- ✚ United Land will provide updated any necessary pricing as an addendum to the current landscaping contract.



Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-750-3599, or by email at jwright@gmscfl.com. Thank you.

Respectfully,
Jarett Wright