

*Knightsbridge
Community Development District*

Agenda

February 6, 2023

AGENDA

Knightsbridge

Community Development District

219 E. Livingston Street, Orlando, Florida 32801

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

January 30, 2023

Board of Supervisors
Knightsbridge Community
Development District

Dear Board Members:

The meeting of the Board of Supervisors of the Knightsbridge Community Development District will be held **Monday, February 6, 2023 at 2:00 p.m. at the Oasis Club at ChampionsGate, 1520 Oasis Club Blvd., ChampionsGate, FL 33896.** Following is the advance agenda for the regular meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the December 5, 2022 Board of Supervisors Meeting and Acceptance of the Minutes of the December 5, 2022 Audit Committee Meeting
4. Consideration of Professional Engineering Services Agreement with Hamilton Engineering and Surveying, LLC
5. Consideration of Resolution 2023-10 Approving the Conveyance of Real Property and Improvements - Tract LS-1 Phase 1
6. Consideration of Uniform Method of Collection Agreement with Osceola County Tax Collector
7. Consideration of Agreement with DiBartolomeo, McBee, Hartley & Barnes, P.A. to Provide Auditing Services for the Fiscal Years 2023-2027
8. Discussion of Pending Plat Conveyances
9. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Ratification of Funding Requests #4 - #5
10. Other Business
11. Supervisor's Requests
12. Adjournment

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

Sincerely,

A handwritten signature in blue ink, appearing to read "G. S. Flint". The signature is stylized with a large "G" and a long horizontal line extending to the right.

George S. Flint
District Manager

Cc: Jan Carpenter, District Counsel
Davie Reid, District Engineer

Enclosures

MINUTES

MINUTES OF MEETING
KNIGHTSBRIDGE
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Knightsbridge Community Development District was held Monday, December 5, 2022 at 2:00 p.m. at the Oasis Club at ChampionsGate at 1520 Oasis Club Blvd., ChampionsGate, Florida.

Present and constituting a quorum were:

Adam Morgan	Chairman
Rob Bonin	Vice Chairman
Steve Greene	Assistant Secretary
Harry Kaplan	Assistant Secretary
Nicole Henley	Assistant Secretary

Also present were:

George Flint	District Manager
Kristen Trucco	District Counsel
Amanda Udstad	Hamilton Engineering & Surveying
Alan Scheerer	Field Manager

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Flint: There are no members of the public other than Board members and staff here.

THIRD ORDER OF BUSINESS

Approval of Minutes of the November 7, 2022 Meeting

Mr. Flint: Next you have approval of the November 7, 2022 meeting minutes. Did the Board have any comments or corrections?

Mr. Morgan: They all looked accurate. I make a motion to approve.

On MOTION by Mr. Morgan, seconded by Ms. Henley, with all in favor, the Minutes of the November 7, 2022 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

Acceptance of Audit Committee Recommendation and Selection of #1 Ranked Firm to Provide Auditing Services for the Fiscal Year 2023

Mr. Flint: Just prior to the Board meeting, the Board sat as the Audit Committee and reviewed and ranked the responses to the independent auditing RFP. The committee ranked DiBartolomeo #1, and Grau & Associates #2. Is there a motion to accept the Audit Committee's rankings?

On MOTION by Mr. Morgan, seconded by Ms. Henley, with all in favor, the Audit Committee Recommendation and Selection of #1 Ranked Firm DiBartolomeo to Provide Auditing Services for the Fiscal Year 2023, was approved.

FIFTH ORDER OF BUSINESS

Ranking of Proposals for District Engineering Services and Selection of District Engineer

Mr. Flint: Next is a ranking of the proposals for District Engineering services. At the Organizational Meeting you directed us to issue an RFQ for engineering services. We did that and advertised that in the Orlando Sentinel. As a result, we received one response from Hamilton Engineering, who currently serves as your interim District Engineer. You could choose to accept that proposal or reject it and authorize us to reissue the RFQ.

On MOTION by Mr. Morgan, seconded by Mr. Kaplan, with all in favor, Ranking of Proposals for District Engineering Services and Selection of District Engineer, with Hamilton Engineering as #1, was approved.

SIXTH ORDER OF BUSINESS

Public Hearings

Mr. Flint: Next is the public hearing for the levying of assessments. I'll ask for a motion to open the hearing.

On MOTION by Mr. Morgan, seconded by Ms. Henley, with all in favor, the Public Hearing was opened.

A. Consideration of Engineer's Report

Mr. Flint: For the record, we will note that we only have Board members and staff here so there is no public comment. The first item is consideration of the Engineer's Report. Hamilton, who is now your District Engineer, prepared an Engineer's Report dated October 3, 2022, in your agenda. This describes the project, the types of improvements that the District could fund, provides a description of the categories of those improvements, and estimated costs of those improvements. The estimated costs are \$24,889,529, and there are some other exhibits in support of the cost estimates in the report. This hasn't changed since you set the public hearing. Are there any questions or comments?

Mr. Morgan: So, we're still going to issue the bond size at \$13,000,000?

Ms. Udstad: That is for Assessment Area 1. This is just for the first series of bonds that we are going to do.

Mr. Flint: Yes, this is only on what Lennar currently owns. The second phase of the project, you were originally supposed to take down in January or February. Once that happens, we will go through the assessment process again for Phase 2. The Engineer's Report covers the entire District as far as the Assessment process goes. I gave you the numbers for the entire project, but you can see the table is broken down into pieces. We are only going to do one bond issue. We are going through the assessment process now on what you own, and then we will go through the assessment process on Phase 2. Are there anymore questions on the Engineer's Report? Hearing none,

B. Consideration of Master Assessment Methodology Report for Assessment Area One

Mr. Flint: You have the Master Assessment Methodology, and this is just for Assessment Area 1. The costs in the Engineer's Report associated with AA1 are Phase 1 and are reflected in this report. Table 1 is the 127 50' single family units that we discussed. Table 2 reflects the \$9.5 million in capital improvements for Assessment Area 1 that were identified in the Engineer's Report. Table 3 is the preliminary bond sizing, so we take the \$9.5 million and add 1 year's max annual debt, 24 months of capitalized interest, underwriters discounted 2%, estimated cost of issuance, and then rounding for \$13,135,000 par amount. That results in Table 4, and you can see the improvement costs per unit demonstrating benefit. Table 5 is the par debt per unit, Table 6 is the annual assessment if we were to fund all \$9.5 million with 127 units. We wouldn't issue that much debt on 127 units, but this puts the master lien in place and that will be brought down once

the bonds are brought down to wherever the target assessment is. Table 7 is the preliminary assessment roll. Any questions on the Master Assessment Methodology?

Mr. Morgan: I make a motion to accept.

On MOTION by Mr. Morgan, seconded by Ms. Henley, with all in favor, the Master Assessment Methodology Report for Assessment Area One, was approved.

C. Public Comment & Testimony

Mr. Flint: We don't have any members of the public here to provide comment or testimony.

D. Consideration of Resolution 2023-09 Levying Assessments

Ms. Trucco: This the levying resolution that is required under Florida Statutes. the first step to issue a series of bonds is the Declaring of Special Assessments. We published a notice for the public hearing. Today we are asking the Board to approve the Levying of Special Assessments of Assessment Area 1 in the amount of \$13,135,000 in accordance with the Assessment Methodology Report that the Board just considered and approved today. That money is going to be used to construct the Assessment Area 1 Project as it is described in the Engineer's Report that was also approved today. There are also some other provisions, we are doing the true-up payments just so that if the developer fails to construct the number of units set forth for Assessment Area 1 in the Assessment Methodology Report that it will compensate the District the difference for the assessments that would have been collected. If you have any questions, I can take them now. Otherwise, I would ask for a motion to approve.

On MOTION by Mr. Morgan, seconded by Ms. Henley, with all in favor, Resolution 2023-09 Levying Assessments, was approved.

On MOTION by Mr. Morgan, seconded by Mr. Greene, with all in favor, Closing the Public Hearing, was approved.

SEVENTH ORDER OF BUSINESS

Discussion of Pending Plat Conveyances

Mr. Flint: Any pending plats and conveyances that we need to discuss?

Ms. Trucco: We did receive notice from Lennar that the lift station is nearing completion, so we are going to get the wheel turning on the conveyance for that.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Flint: Staff reports, anything else Kristen?

Ms. Trucco: The only other thing I had for the Board was that the final hearing for validation of the bonds in Osceola County has been scheduled for February 6th at 9:45 a.m. We have already worked with George, David, and Amanda on getting their prefile testimony filed. We are just moving forward with that and don't foresee any issues with getting them validated.

B. Engineer

Mr. Flint: Any engineer's report?

Ms. Udstad: I have nothing to report.

C. District Manager's Report**i. Balance Sheet and Income Statement**

Mr. Flint: The balance sheet and income statement is provided to you in your agenda package through the end of October. Are there any comments or questions? Hearing none, is there a motion to approve.

On MOTION by Mr. Morgan, seconded by Ms. Henley, with all in favor, Balance Sheet and Income Statement, was approved.

ii. Ratification of Funding Request #3

Mr. Flint: We are asking the Board to ratify this as it has already been transmitted to the developer under the Developer Funding Agreement for \$6,286.83. Is there a motion to ratify?

Mr. Morgan: I will make a motion.

On MOTION by Mr. Morgan, seconded by Mr. Kaplan, with all in favor, Funding Request #3, was ratified.

NINTH ORDER OF BUSINESS**Other Business**

Mr. Flint: Any other business or Supervisor's requests? Hearing none, the next item followed.

TENTH ORDER OF BUSINESS**Supervisor's Requests**

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS**Adjournment**

Mr. Flint: Is there a motion to adjourn?

Mr. Morgan: I will make a motion.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

MINUTES OF MEETING
KNIGHTSBRIDGE
COMMUNITY DEVELOPMENT DISTRICT

The Audit Committee meeting of the Knightsbridge Community Development District was held Monday, December 5, 2022 at 2:00 p.m. at the Oasis Club at ChampionsGate at 1520 Oasis Club Blvd., ChampionsGate, Florida.

Present for the Audit Committee were:

Adam Morgan	Chairman
Rob Bonin	
Steve Greene	
Harry Kaplan	
Nicole Henley	
George Flint	
Kristen Trucco	
Amanda Udstad	
Alan Scheerer	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order. All five members of the Audit Committee were present.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Flint: There are no members of the public to provide comment for the Audit Committee meeting.

THIRD ORDER OF BUSINESS

Approval of Minutes of the November 7, 2022 Meeting

Mr. Flint: Did the committee have any comments or corrections on the minutes?

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

On MOTION by Mr. Morgan, seconded by Mr. Kaplan, with all in favor, the November 7, 2022 Audit Committee Meeting Minutes, were approved.
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FOURTH ORDER OF BUSINESS

Tally of Audit Committee Member Rankings and Selection of an Auditor

Mr. Flint: At the Audit Committee's last meeting you approved the form of the RFP, the selection criteria, and the form of the notice. We advertised that RFP in the Orlando Sentinel, and we also sent it out to a handful of auditing firms that provide the majority of these services. As a result we received two responses, one from DiBartolomeo and the other from Grau. We have provided you with copies of those responses. I also provided you with a ranking sheet. Each committee member could go through the process individually or if a committee member has reviewed and ranked and wants to discuss their scores, the committee could adopt a consensus ranking.

Mr. Morgan: After reviewing the two proposals and having worked with both the auditing firms, they both look pretty equal. The only major difference I saw was in pricing. DiBartolomeo was significantly less expensive than Grau. As Chairman my recommendation was to provide the score of 20 full points for everybody across the board, and provide DiBartolomeo 20 points on pricing, and Grau 15 points on pricing. DiBartolomeo is ranked #1 and Grau #2.

Mr. Flint: Is there any more discussion? Hearing none,

On MOTION by Mr. Morgan, seconded by Mr. Greene, with all in favor, the Tally of Audit Committee Member Rankings and Selection of an Auditor as DiBartolomeo, was approved.

FIFTH ORDER OF BUSINESS

Adjournment

Mr. Flint: If there is nothing else, is there a motion to adjourn?

Mr. Morgan: I will make a motion.

On MOTION by Mr. Morgan, seconded by Ms. Henley, with all in favor, the meeting was adjourned.
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SECTION IV

**AGREEMENT BETWEEN THE KNIGHTSBRIDGE COMMUNITY DEVELOPMENT
DISTRICT AND HAMILTON ENGINEERING & SURVEYING, INC. FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT made and entered into this ____ day of _____, 2023, by and between:

Knightsbridge Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Osceola County, Florida (the “District”), with a mailing address of 219 E. Livingston Street, Orlando, Florida 32801; and

Hamilton Engineering & Surveying, Inc., a Florida corporation, with a mailing address of 775 Warner Lane, Orlando, Florida 32803 (the “Engineer”).

WHEREAS, the District is a local unit of special-purpose government established and existing pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (“Uniform Act”), by ordinance of Osceola County, Florida; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, pursuant to sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to

the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

Article 1. Scope of Services

- A. The Engineer will provide general engineering services, including:
 - 1. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors.
 - 2. Providing professional engineering services including, but not limited to, review and execution of documents under any of the District's Trust Indentures and monitoring of District projects.
 - 3. Any other items requested by the Board of Supervisors.
- B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
 - 1. Periodic visits to the site, or full-time construction management of District projects, as directed by District.
 - 2. Processing of contractors' pay estimates.
 - 3. Preparation of, and/or assistance with, the preparation of work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 - 4. Final inspection and requested certificates for construction including the final certificate of construction.
 - 5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 - 6. Any other Activity related to construction as authorized by the Board.
- C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

Article 2. Method of Authorization. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized ("Work Authorization"). Authorization of services or projects under the contract shall be at the sole option of the District.

Article 3. Compensation. It is understood and agreed that the payment of compensation for services under this contract shall be stipulated in each Work Authorization. One of the following methods will be utilized:

A. Lump Sum Amount – The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within 1 year following the completion of the work contemplated by the lump sum Work Authorization.

B. Hourly Personnel Rates – For services or projects where the scope of services is not clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates outlined in **Exhibit “A.”** The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization.

Article 4. Reimbursable Expenses. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District’s travel policy.

B. Expense of reproduction, postage and handling of drawings and specifications.

Article 5. Term of Contract. It is understood and agreed that the term of this contract will be from the time of execution of this contract by the parties until terminated in accordance with its terms.

Article 6. Special Consultants. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

Article 7. Books and Records. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida’s public records law. The District, or

its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

Article 8. Ownership of Documents.

A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the "Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the District. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

Article 9. Accounting Records. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

Article 10. Independent Contractor. Engineer and District agree that Engineer is and shall remain at all times an independent contractor and shall not in any way claim or be

considered an employee of the District. Engineer shall not have authority to hire persons as employees of District.

Article 11. Reuse of Documents. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with section 287.055(10), *Florida Statutes*.

Article 12. Estimate of Cost. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

Article 13. Insurance. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	
Bodily Injury/Property Damage	Combined Single Limits \$1,000,000
Professional Liability for Errors and Omissions	\$1,000,000

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties (except on Professional Liability for Errors and Omissions). The

Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Article. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

Article 14. Contingent Fee. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 15. Audit. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

Article 16. Indemnification. The Engineer agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the District harmless of and from any and all liabilities, claims, causes of action, demands, suits, or losses arising from the negligent acts, errors or omissions of the Engineer, Engineer's agents or employees, in the performance of professional services under this Agreement. Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to section 768.28, *Florida Statutes*.

Article 17. Public Records. Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Engineer acknowledges that the designated public records custodian for the District is George Flint ("Public Records Custodian"). Among other requirements and to the extent applicable by

law, the Engineer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, GFLINT@GMSCFL.COM, OR C/O GOVERNMENTAL MANAGEMENT SERVICES - CENTRAL FLORIDA, LLC, 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

Article 18. Employment Verification. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

Article 19. Compliance with E-Verify System.

(a) The Engineer shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Engineer shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Engineer has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Engineer anticipates entering into agreements with a subcontractor for the work, Engineer will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an

unauthorized alien. Engineer shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Engineer has otherwise complied with its obligations hereunder, the District shall promptly notify the Engineer. The Engineer agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Engineer or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Article 20. Controlling Law; Jurisdiction and Venue. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Jurisdiction and venue for any proceeding with respect to this Agreement shall be in Osceola County, Florida

Article 21. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, transmitted by electronic mail (e-mail) and mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District: Knightsbridge Community Development District
219 E. Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Latham, Luna, Eden & Beaudine
111 N. Magnolia Avenue, Suite 1400
Post Office Box 3353; 32802
Orlando, Florida 32801
Attn: Jan A. Carpenter

If to Engineer: Hamilton Engineering & Surveying, Inc.
775 Warner Lane
Orlando, Florida 32803
Attn: David Reid

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day.

If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for District and counsel for Engineer may deliver Notice on behalf of District and Engineer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

Article 22. Assignment. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

Article 23. Termination. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential or other damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

Article 24. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

Article 25. Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

**KNIGHTSBRIDGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chair/Vice Chair, Board of Supervisors

**HAMILTON ENGINEERING & SURVEYING,
INC., a Florida corporation**

Witness

By: _____

Its: _____

Exhibit A: Hourly Rate

WORK AUTHORIZATION NUMBER 1

_____, 2023

Knightsbridge Community Development District
Osceola County, Florida

Subject: **Work Authorization Number 1**
Knightsbridge Community Development District

Dear Chairman, Board of Supervisors:

Hamilton Engineering & Surveying, Inc., is pleased to submit this work authorization to provide engineering services for the Knightsbridge Community Development District. We will provide these services pursuant to our current agreement dated _____, 2023 (“Engineering Agreement”) as follows:

I. Scope of Work

Knightsbridge Community Development District will engage the services of Hamilton Engineering & Surveying, Inc., as Engineer to prepare any necessary reports and attend and participate in meetings of the District’s Board of Supervisors as requested by the District.

II. Fees

Knightsbridge Community Development District will compensate Hamilton Engineering & Surveying, Inc., pursuant to the hourly rate schedule contained in the Engineering Agreement in accordance with the terms of the Engineering Agreement. The District will reimburse Hamilton Engineering & Surveying, Inc., all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the Knightsbridge Community Development District and Hamilton Engineering & Surveying, Inc., with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Hamilton Engineering & Surveying, Inc. We look forward to working with you.

Sincerely,

David Reid, P.E.
Hamilton Engineering & Surveying, Inc.

APPROVED AND ACCEPTED

By: _____
Authorized Representative of
Knightsbridge Community Development District

Date: _____

SECTION V

RESOLUTION 2023-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT APPROVING THE CONVEYANCE OF REAL PROPERTY AND IMPROVEMENTS FROM LENNAR HOMES, LLC TO THE DISTRICT AND FROM THE DISTRICT TO TOHOPEKALIGA WATER AUTHORITY; 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 Knightsbridge Community Development District (the “District”) is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”), for the purpose of, among other things, financing and managing the acquisition, construction, maintenance and operation of certain infrastructure within and without the boundaries of the premises to be governed by the District; and

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

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

WHEREAS, Lennar Homes, LLC, a Florida limited liability company (hereinafter “Lennar”), has requested the approval and transfer by the District of real property and infrastructure improvements, as more particularly described in the Warranty Deed, Bill of Sale Absolute and Agreement, Agreement Regarding Taxes, Owner’s Affidavit, Certificate of District Engineer, Limited Liability Company Affidavit and Affidavit of Nonforeign Status, attached hereto as **Exhibit “A”** (the “Conveyance Documents”), from Lennar to the District, and thereafter from the District to the Tohopekaliga Water Authority, and independent special district established and created pursuant to Chapter 189, *Florida Statutes*, by special act of the Florida legislature (hereinafter, “Toho.”); and

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

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

1. Incorporation of Recitals. The above recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.
2. Approval of Acquisition and Transfer of the Real Property and Improvements. The Board hereby approves the transfer and acceptance of the real property and improvements described in **Exhibit “A,”** to the District and thereafter to Toho., and approves and accepts the documents evidencing such conveyances in **Exhibit “A.”**
3. Authorization of District Staff. The Chairman, the Vice Chairman, the Secretary, any Assistant Secretary and the District Manager of the District, and any authorized designee thereof (collectively, the "District Officers"), District Counsel, and the District Engineer are hereby authorized and directed to take all actions necessary or desirable in connection with the conveyance of the real property and improvements described in **Exhibit “A,”** and all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions contemplated by this Resolution.
4. Ratification of Prior Actions. All actions taken to date by the District Officers, District Manager, District Counsel, District Engineer, are hereby ratified and authorized on behalf of the District.
5. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.
6. Effective Date. This Resolution shall take effect immediately upon its adoption.

[Continues on the Following Pages]

PASSED in public meeting of the Board of Supervisors of the Knightsbridge Community Development District, this _____ day of _____, 2023.

**KNIGHTSBRIDGE COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Print: _____
Secretary/Asst. Secretary

By: _____
Name: _____
Title: _____

EXHIBIT “A”

CONVEYANCE DOCUMENTS

1. Warranty Deed between Lennar Homes, LLC and the Knightsbridge Community Development District;
2. Warranty Deed between the Knightsbridge Community Development District and the Tohopekaliga Water Authority;
3. Bill of Sale Absolute and Agreement between Lennar Homes, LLC and the Knightsbridge Community Development District;
4. Bill of Sale Absolute and Agreement between the Knightsbridge Community Development District and the Tohopekaliga Water Authority;
5. Agreement Regarding Taxes between Lennar Homes, LLC and the Knightsbridge Community Development District;
6. Owner’s Affidavit of Lennar Homes, LLC;
7. Owner’s Affidavit of the Knightsbridge Community Development District;
8. Certificate of District Engineer;
9. Limited Liability Company Affidavit; and
10. Affidavit of Non-Foreign Status (FIRPTA) of Knightsbridge Community Development District and Lennar Homes, LLC.

**THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:**

Jan Albanese Carpenter, Esq.
Latham, Luna, Eden & Beaudine, LLP
P.O. Box 3353
Orlando, Florida 32802

Parcel ID No. **BLANK**

WARRANTY DEED

THIS WARRANTY DEED made as of this ____ day of _____, 2023 by **LENNAR HOMES, LLC**, a Florida limited liability company (the “Grantor”), whose principal address is 5505 Blue Lagoon Drive, Miami, Florida 33126, to **KNIGHTSBRIDGE 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 Osceola 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 warrants that title to the land is free from all encumbrances except for restrictions, covenants, conditions, easements and other matters of record (provided, however, that reference thereto shall not serve to re-impose same) and taxes for the year 2022 and subsequent years, and that the Grantor will defend title to the land against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

NOTE TO RECORDER: This deed is a conveyance of unencumbered property for no consideration and is exempt from documentary stamp tax pursuant to Florida Administrative Code Rule 12B-4.014(2)(b). Minimum documentary stamp tax of \$0.70 is being paid herein.

[SIGNATURES ON FOLLOWING PAGE]

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

Signed, sealed and delivered in our presence:

“GRANTOR”

LENNAR HOMES, LLC, a Florida limited liability company

(Signature)

(Print Name)

By: _____

Print: Mark McDonald

Title: Vice President

(Signature)

(Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2023, by Mark McDonald, as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of the limited liability company. Said person is [] personally known to me or [] has produced _____ as identification.

(SEAL)

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

EXHIBIT "A"

Description of the Property

Tract LS-1 (Lift Station), KNIGHTSBRIDGE PHASE 1, according to the plat thereof, as recorded in Plat Book 32, Page 190, Public Records of Osceola County, Florida.

**THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:**

Jan Albanese Carpenter, Esq.
Latham, Luna, Eden & Beaudine, LLP
P.O. Box 3353
Orlando, Florida 32802

Parcel ID No. **BLANK**

WARRANTY DEED

THIS WARRANTY DEED is made this ____ day of _____, 2023 between the Knightsbridge Community Development District, a Florida community development district, having an address at c/o Governmental Management Services - Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the "Grantor"), and the Tohopekaliga Water Authority, an independent special district, established and created pursuant to Chapter 189, *Florida Statutes*, by special act of the Florida Legislature, whose address is 951 Martin Luther King Blvd., Kissimmee, Florida 34741 (hereinafter the "Grantee").

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, hereby grant, convey, bargain, and sell to the said Grantee, and Grantee's successors and assigns forever, the following described property, situate, lying and being in Osceola County, Florida, to-wit (the "Property"): See attached Exhibit "A" 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.

GRANTOR does hereby covenant with and warrant to Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; and that the Grantor hereby warrants that title to the land is free from all encumbrances except for restrictions, covenants, conditions, easements and other matters of record (provided, however, that reference thereto shall not serve to re-impose same), and taxes for the year 2022 and subsequent years, and that the Grantor will defend title to the land against the lawful claims of all persons claiming by, through or under Grantor, but against none other. Grantor hereby releases unto Grantee any automatic reservation and right of entry rights under Section 270.11, *Florida Statutes*.

NOTE TO RECORDER: This deed is a conveyance of unencumbered property for no consideration and is exempt from documentary stamp tax pursuant to Florida Administrative Code Rule 12B-4.014(2)(b). Minimum documentary stamp tax of \$0.70 is being paid herein.

IN WITNESS WHEREOF, the said Grantor has duly caused the execution of this Warranty Deed as of the date set forth above.

WITNESSES:

By: **KNIGHTSBRIDGE COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____

By: _____

Its: Chairman
Adam Morgan

Print Name: _____

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 Adam Morgan as Chairman of the Board of Supervisors of the Knightsbridge Community Development District and who has acknowledged that he has executed the same on behalf of the Knightsbridge Community Development District. He has ☐ produced ☐ as identification or ☐ is personally known to me.

Notary Public

Print Name: _____

My Commission expires: _____

My Commission No.: _____

EXHIBIT “A”

(Legal Description)

Tract LS-1 (Lift Station), KNIGHTSBRIDGE PHASE 1, according to the plat thereof, as recorded in Plat Book 32, Page 190, Public Records of Osceola County, Florida.

BILL OF SALE ABSOLUTE AND AGREEMENT
Knightsbridge Community Development District – Lift Station
(Knightsbridge Phase 1 Plat)

THIS BILL OF SALE ABSOLUTE AND AGREEMENT (“Agreement”) is made as of this ____ day of _____, 2023, by and between **KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the “District”), a Florida community development district created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and **LENNAR HOMES, LLC**, a Florida limited liability company (hereinafter referred to as “Developer”) whose address is 5505 Blue Lagoon Drive, Miami, Florida 33126, and

RECITALS

WHEREAS, Developer owns certain improvements, including all pipes, lines, gate valves, valve boxes, fittings, thrust blocks, hydrants, pumps, equipment and other goods which comprise the lift station, as further described in Exhibit “A” attached hereto (collectively, the “Improvements”); and

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

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

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

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

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

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

LENNAR HOMES, LLC, a Florida
limited liability company

By: _____

Print: Mark McDonald

Title: Vice President

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by Mark McDonald as Vice President of **LENNAR HOMES, LLC**, a Florida limited liability company, on behalf of the limited liability company. Said person is ☐ personally known to me or ☐ has produced _____ as identification.

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

COUNTERPART SIGNATURE PAGE TO BILL OF SALE
Knightsbridge Community Development District – Lift Station
(Knightsbridge Phase 1 Plat)

**KNIGHSTBRIDGE COMMUNITY
DEVELOPMENT DISTRICT**, a Florida
community development district

ATTEST:

By: _____
Secretary/Asst. Secretary

By: _____

Print: Adam Morgan

Title: Chairman

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2023, by Adam Morgan, as Chairman of the Board of Supervisors of the **KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, on its behalf. Said person is [] personally known to me or [] has produced _____ as identification.

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

EXHIBIT "A"

LOCATION OF IMPROVEMENTS

The Improvements are located on the following real property tracts:

Tract LS-1 (Lift Station), KNIGHTSBRIDGE PHASE 1, according to the plat thereof, as recorded in Plat Book 32, Page 190, Public Records of Osceola County, Florida.

Description of Improvements:

Lift station tract improvements, including all pipes, valves, fittings, wet well, pumps, electrical panels, fencing and other equipment.

BILL OF SALE ABSOLUTE AND AGREEMENT
Knightsbridge Community Development District – Lift Station
(Knightsbridge Phase 1 Plat)

KNOW ALL MEN BY THESE PRESENTS, that the Knightsbridge Community Development District, a Florida community development district having an address at c/o Governmental Management Services - Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (hereinafter called the “Grantor”), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, paid and delivered by Tohopekaliga Water Authority, an independent special district, established and created pursuant to Chapter 189 Florida Statutes by special act of the Florida Legislature, whose address is 951 Martin Luther King Blvd., Kissimmee, Florida 34741 (hereinafter called the “Grantee”), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the Grantee, its successors and assigns, following:

Lift station tract improvements, including all pipes, valves, fittings, wet well, pumps, electrical panels, fencing and other equipment that comprise the lift station installed on the property described in Exhibit “A” attached hereto and made a part hereof (collectively, the “Improvements”).

TO HAVE AND TO HOLD the same unto the Grantee, its executors, administrators and assigns forever, together with all of the Grantor’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 Grantor 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 Grantee, its successors and assigns, to and for its or their use, forever.

1. Grantor 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 Grantee by the Grantor (and, if required, performed by the Grantor on behalf of the Grantee) and all benefits derived thereunder shall be for the benefit of the Grantee.

2. The Grantor represents and warrants to the Grantee that the Grantor 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.

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

4. 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.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal as of this _____ day of _____, 2023.

WITNESSES:

**By: KNIGHTSBRIDGE COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____

By: _____

Name: Adam Morgan

Title: Chairman

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before by means of [] physical presence or [] online notarization, this _____ day of _____ 2023, by Adam Morgan as Chairman for the Knightsbridge Community Development District and who has acknowledged that he has executed the same on behalf of the Knightsbridge Community Development District. He has produced _____ as identification or is personally known to me.

Notary Public

Print Name: _____

My Commission expires: _____

My Commission No.: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Tract LS-1 (Lift Station), KNIGHTSBRIDGE PHASE 1, according to the plat thereof, as recorded in Plat Book 32, Page 190, Public Records of Osceola County, Florida.

AGREEMENT REGARDING TAXES
Knightsbridge Development District – Lift Station
(Knightsbridge Phase 1 Plat)

THIS AGREEMENT REGARDING TAXES (“Agreement”) is entered into this ____ day of _____, 2023, by and between **LENNAR HOMES, LLC**, a Florida limited liability company, whose address is 5505 Blue Lagoon Drive, Miami, Florida 33126 (the “Developer”), and the **KNIGHTSBRIDGE 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 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 Osceola County Property Appraiser because of the District’s status as a governmental entity; and

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

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

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

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

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

4. District shall, within thirty (30) days of receipt, forward to the Developer, at their address set forth above and via U.S. mail, any correspondence, notice or bill from Osceola County Tax Collector relating to the Property for tax year 2022 that the District actually received in its office.

5. 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 Osceola County Property Appraiser and, subsequent to tax year 2022, Developer shall have no further responsibility with regard to ad-valorem taxes or assessments levied against the Property and/or Improvements, as applicable.

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

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO AGREEMENT REGARDING TAXES
Knightsbridge Community Development District – Lift Station
(Knightsbridge Phase 1 Plat)

WITNESSES:

LENNAR HOMES, LLC, a Florida limited liability company

X _____

By: _____

Print: _____

Print: Mark McDonald

X _____

Title: Vice President

Print: _____

**KNIGHTSBRIDGE COMMUNITY
DEVELOPMENT DISTRICT**,
a Florida community development district

ATTEST

X _____

By: _____

Print: _____
Secretary/Asst. Secretary

Print: Adam Morgan

Title: Chairman

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

PROPERTY

Tract LS-1 (Lift Station), KNIGHTSBRIDGE PHASE 1, according to the plat thereof, as recorded in Plat Book 32, Page 190, Public Records of Osceola County, Florida.

IMPROVEMENTS

Lift station tract improvements, including all pipes, valves, fittings, wet well, pumps, electrical panels, fencing and other equipment.

OWNER'S AFFIDAVIT

Knightsbridge Community Development District – Lift Station
(Knightsbridge Phase 1 Plat)

**STATE OF FLORIDA
COUNTY OF ORANGE**

BEFORE ME, the undersigned authority, personally appeared Mark McDonald (“Affiant”) as Vice President of Lennar Homes, LLC, a Florida limited liability company, authorized to do business in Florida, whose principal address is 5505 Blue Lagoon Drive, Miami, Florida 33126 (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 Osceola County, Florida (the “Property”) and of certain infrastructure improvements on the Property (the “Improvements”), as more particularly described on Exhibit “A” attached hereto, and that Affiant is the Vice President of the Owner, is making this Affidavit in that capacity only, and that no recourse shall be made against Affiant individually.

2. That the Property and Improvements, as described in the 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 reflected in the title insurance commitment issued on [REDACTED] and revised on [REDACTED] by Fidelity National Title Insurance Company.

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 Knightsbridge Community Development District (the "District"), a Florida community development district and local unit of special-purpose government, to accept the Owner's conveyance of the Property and Improvements to the District.

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

10. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the District and Latham, Luna, Eden & Beaudine, LLP ("LLEB"), that withholding of tax is not required upon the disposition of a U.S. real property interest by Owner, Owner hereby swears, affirms and certifies the following to District and LLEB that Owner: (i) is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); (ii) is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii); (iii) is not a non-resident alien (as such term is defined in the Internal Revenue Code and Income Tax Regulations) for the purposes of U.S. income taxation; (iv) has an EIN/Federal Tax Identification Number of 59-0711505; (v) has a mailing address of 5505 Blue Lagoon Drive, Miami, Florida 33126. 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: _____, **2023**

Signed, sealed and delivered in our presence:

_____	LENNAR HOMES, LLC , a Florida limited liability company
(Signature)	
_____	By: _____
(Print Name)	
_____	Print: Mark McDonald
(Signature)	
_____	Title: Vice President
(Print Name)	

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2023, by Mark McDonald, as Vice President of **LENNAR HOMES, LLC**, a Florida limited liability company. He has produced _____ as identification or is personally known to me.

Notary Public

Print Name: _____

My Commission Expires: _____

My Commission No.: _____

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

PROPERTY

Tract LS-1 (Lift Station), KNIGHTSBRIDGE PHASE 1, according to the plat thereof, as recorded in Plat Book 32, Page 190, Public Records of Osceola County, Florida.

IMPROVEMENTS

Lift station tract improvements, including all pipes, valves, fittings, wet well, pumps, electrical panels, fencing and other equipment.

OWNER'S AFFIDAVIT

BEFORE ME, the undersigned Notary Public, personally appeared **ADAM MORGAN** ("Affiant"), as Chairman of the Knightsbridge Community Development District, being first duly sworn, deposes and says that:

1. Knightsbridge Community Development District is the owner of the property described in **Exhibit "A"** attached hereto (collectively, the "Property").

2. Knightsbridge Community Development District is in sole possession of the Property and no other person, corporation or entity has any right or lawful claim to possession or use of the Property.

3. The Property and any furniture, fixtures, equipment and personal property located in the improvements comprising the Property, if any, are free and clear of all liens, mortgages, unrecorded easements, contracts of sale, taxes, assessments, encumbrances, and claims of every kind, nature and description whatsoever except as reflected in the title insurance commitment issued on _____ and revised on _____ by Fidelity National Title Insurance Company.

4. No judgments have been rendered and no suits are now pending in any court of record that impairs or involves title to the Property; nor have any writs or execution or attachment issued from any court been levied upon the Property in Osceola County, Florida.

5. There have been no improvements, alterations or repairs to the Property for which the costs thereof remain unpaid; and within the past ninety (90) days there have been no claims for labor or material furnished for repairing or improving same that remain unpaid; and there are no construction, mechanics', materialmen's, or laborers' liens against the Property.

6. Affiant knows of no unrecorded easements, liens or assessments against the Property, nor are there any special assessments or taxes which are not shown as existing liens by the public records.

7. This Affidavit is given for the purposes of inducing the Tohopekaliga Water Authority, an independent special district, established and created pursuant to Chapter 189, *Florida Statutes*, by special act of the Florida Legislature, to accept the conveyance of the Property from the Knightsbridge Community Development District.

8. Affiant is not aware of any matters pending against Knightsbridge Community Development District that could give rise to a lien which would attach to the Property between the last title examination and the recording of the Warranty Deed.

9. Knightsbridge Community Development District shall not execute any instrument nor permit the recording of any instrument that would adversely affect title to the Property from and after this date.

10. Knightsbridge Community Development District or Lennar Homes, LLC shall be responsible for all costs related to the conveyance of the Property to the Tohopekaliga Water Authority.

[Signature page follows.]

CERTIFICATE OF DISTRICT ENGINEER

Knightsbridge Community Development District – Lift Station
(Knightsbridge Phase 1 Plat)

I, **David A. Reid, P.E.**, as a professional engineer of Hamilton Engineering and Surveying, Inc., a Florida corporation licensed to provide professional services to the public in the State of Florida under Florida Certificate of Authorization No. 38794, with offices located at 775 Warner Lane, Orlando, Florida 32803 (“Hamilton”), 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 Hamilton, currently serve as District Engineer to the Knightsbridge Development District (the “District”).

2. That the District proposes to accept from **LENNAR HOMES, LLC**, a Florida limited liability company (“Developer”), for ownership, operation and maintenance, certain real property described in Exhibit “A” attached hereto and incorporated herein (collectively, the “Property”), plus infrastructure improvements and personal property, made in, on, over, under and through the Property and the land owned by the District, as described more completely in Exhibit “A” attached hereto and incorporated herein (collectively, the “Improvements”), and subsequently convey such real property and improvements to the Tohopekaliga Water Authority, an independent special district, established and created pursuant to Chapter 189, *Florida Statutes*, by special act of the Florida Legislature, whose address is 951 Martin Luther King Blvd., Kissimmee, Florida 34741 (“Toho”). 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 subsequent conveyance of the Property and Improvements to Toho. The District will rely on this Certification for such purposes.

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

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

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

[Signature page to follow.]

SIGNATURE PAGE TO CERTIFICATE OF DISTRICT ENGINEER

Knightsbridge Community Development District – Lift Station
(Knightsbridge Phase 1 Plat)

DATED: _____, 2023

Witness: _____

Print: _____

David A. Reid , P.E.

State of Florida License No.: 38794

on behalf of the company,

Hamilton Engineering and Surveying, Inc.

Witness: _____

Print: _____

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023 by **DAVID A. REID** of Hamilton Engineering and Surveying, Inc., a Florida corporation, authorized to transact business in Florida, on behalf of said corporation. Said person is ☐ personally known to me or ☐ has produced a valid driver's license as identification.

Notary Public; State of Florida

(SEAL)

Print Name: _____

Comm. Exp.: _____

Comm. No.: _____

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

PROPERTY

Tract LS-1 (Lift Station), KNIGHTSBRIDGE PHASE 1, according to the plat thereof, as recorded in Plat Book 32, Page 190, Public Records of Osceola County, Florida.

IMPROVEMENTS

Lift station tract improvements, including all pipes, valves, fittings, wet well, pumps, electrical panels, fencing and other equipment.

**THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:**

Jan Albanese Carpenter, Esq.
Latham, Luna, Eden & Beaudine, LLP
P.O. Box 3353
Orlando, Florida 32802

LIMITED LIABILITY COMPANY AFFIDAVIT

STATE OF FLORIDA

COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared MARK MCDONALD ("Affiant"), who under oath, warrants, represents, deposes and says as follows:

1. Affiant is the Vice President of Lennar Homes, LLC, a Florida limited liability company ("Lennar").

2. The facts and matters contained and recited in this Affidavit are based upon the personal knowledge of the Affiant and are true and correct as of the date of execution of this Affidavit.

3. Lennar is a limited liability company organized, existing and in good standing under the laws of the State of Florida.

4. Neither Lennar nor any member or officer of Lennar, including Affiant, is or has been a debtor in any bankruptcy proceeding since acquiring the Property (as hereinafter defined) and there are no proceedings pending for or with regard to the dissolution, liquidation or bankruptcy of Lennar.

5. Lennar owns and holds the fee simple title to the property as described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"). There are no parties in possession of the Property other than Lennar.

6. Lennar has authorized the execution of a Warranty Deed with respect to the Property in favor of the Knightsbridge Community Development District, a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the "Deed").

7. Affiant, as the Vice President of Lennar, is authorized to execute and deliver the Deed and all other documents related thereto, on behalf of Lennar. Any person, partnership, corporation or other business entity dealing with Lennar shall be entitled to rely fully on any documents executed in the name of Lennar provided they are signed by the Affiant as the Vice President of Lennar in the name of Lennar.

8. Lennar is member-managed by U.S. Home, LLC. Affiant is authorized to executed documents on behalf of U.S. Home, LLC.

9. There are no encumbrances on the Property other than those set forth in the title insurance commitment prepared by Fidelity National Title Insurance Company, dated BLANK, 2022 and revised on BLANK, 2022. There are no unrecorded assessments which are due and payable and there have been no improvements made to or upon the Property within the last ninety (90) days for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed.

10. Affiant has read, or heard read to Affiant, and to the best of Affiant's knowledge believes it is true, correct and complete, and that Affiant is familiar with the nature of an oath with the penalty of perjury as provided by law.

11. This Affidavit is given for the purpose of inducing the Knightsbridge Community Development District to accept the conveyance of the Property.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

FURTHER AFFIANT SAYETH NAUGHT.

Dated as if the ____ day of _____, 2023.

By: _____
Print: Mark McDonald
Title: Vice President

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of __ physical presence or __ online notarization, this ____ day of _____, 2023, by Mark McDonald, as Vice President of Lennar Homes, LLC. He has produced _____ as identification or is personally known to me.

Notary Public

Print Name: _____

My Commission Expires: _____

My Commission No.: _____

EXHIBIT "A"

Property

Tract LS-1 (Lift Station), KNIGHTSBRIDGE PHASE 1, according to the plat thereof, as recorded in Plat Book 32, Page 190, Public Records of Osceola County, Florida.

AFFIDAVIT OF NONFOREIGN STATUS

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. For U.S. tax purposes (including §1445), the owner of a disregarded entity (which has title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. This affidavit is made to inform TOHOPEKALIGA WATER AUTHORITY, an independent special district, established and created pursuant to Chapter 189, *Florida Statutes*, by special act of the Florida Legislature (the "Transferee") that withholding of tax by Transferee is not required upon the disposition of a U.S. real property interest by KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT (the "District").

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared Adam Morgan ("Affiant"), who, being by me first duly sworn, deposes and says:

1. Affiant is the duly authorized and currently serving as Chairman to the District, and as such has the knowledge and authority to make this Affidavit.
2. The District is the owner and holder of title to certain real property located in Osceola County, Florida more particularly described on **Exhibit "A"** attached hereto and made a part hereof by this reference (the "Property").
3. The Property is being transferred by the District to the Transferee.
4. The District 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 ("Treasury Regulations").
5. The District is not a disregarded entity as defined in §1.1445-2(b)(2)(iii) of the Treasury Regulations.
6. The U.S. Taxpayer Identification Number (Social Security Number) of the District is 84-2457619.
7. The post office address of the District is c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.
8. Affiant acknowledges on behalf of the District that this Affidavit is being provided to the Transferee in order to inform Transferee that the transfer of the Property is not subject to the withholding requirement imposed by Section 1445 of the Code.
9. Affiant acknowledges on behalf of the District that this Affidavit may be disclosed to the Internal Revenue Service by the Transferee, and that any false statement contained herein could be punished by fine, imprisonment, or both.
10. Under penalties of perjury Affiant declares that Affiant has examined this Affidavit, and to the best of Affiant's knowledge and belief, it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

DATED and to be effective as of the ____ day of _____, 2023.

Adam Morgan, Chairman

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022, by Adam Morgan, as Chairman for the Knightsbridge Community Development District and who has acknowledged that he has executed the same on behalf of the Knightsbridge Community Development District, who ☐ is personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]

Notary Public Signature

Print Notary Name: _____

My commission expires: _____

EXHIBIT "A"

Legal Description

Tract LS-1 (Lift Station), KNIGHTSBRIDGE PHASE 1, according to the plat thereof, as recorded in Plat Book 32, Page 190, Public Records of Osceola County, Florida.

AFFIDAVIT OF NONFOREIGN STATUS

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. For U.S. tax purposes (including §1445), the owner of a disregarded entity (which has title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. This affidavit is made to inform TOHOPEKALIGA WATER AUTHORITY, an independent special district, established and created pursuant to Chapter 189, *Florida Statutes*, by special act of the Florida Legislature (the "Transferee") that withholding of tax by Transferee is not required upon the disposition of a U.S. real property interest by LENNAR HOMES, LLC ("Lennar").

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared Mark McDonald ("Affiant"), who, being by me first duly sworn, deposes and says:

1. Affiant is the Vice President of Lennar and as such has the knowledge and authority to make this Affidavit.
2. Lennar is the owner and holder of title to certain real property located in Osceola County, Florida more particularly described on **Exhibit "A"** attached hereto and made a part hereof by this reference (the "Property").
3. The Property is being transferred by Lennar to the District and from the District to the Transferee.
4. Lennar 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 ("Treasury Regulations").
5. Lennar is not a disregarded entity as defined in §1.1445-2(b)(2)(iii) of the Treasury Regulations.
6. The U.S. Taxpayer Identification Number (Social Security Number) of Lennar is 59-0711505.
7. The post office address of Lennar is 5505 Blue Lagoon Drive, Miami, Florida 33126.
8. Affiant acknowledges on behalf of Lennar that this Affidavit is being provided to the Transferee in order to inform Transferee that the transfer of the Property is not subject to the withholding requirement imposed by Section 1445 of the Code.
9. Affiant acknowledges on behalf of Lennar that this Affidavit may be disclosed to the Internal Revenue Service by the Transferee, and that any false statement contained herein could be punished by fine, imprisonment, or both.
10. Under penalties of perjury Affiant declares that Affiant has examined this Affidavit, and to the best of Affiant's knowledge and belief, it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

DATED and to be effective as of the ____ day of _____, 2023.

Mark McDonald
Vice President of Lennar Homes, LLC

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by Mark McDonald, as Vice President of Lennar Homes, LLC and who has acknowledged that he has executed the same on behalf of the limited liability company, who ☐ is personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]

Notary Public Signature
Print Notary Name: _____
My commission expires: _____

EXHIBIT "A"

Legal Description

Tract LS-1 (Lift Station), KNIGHTSBRIDGE PHASE 1, according to the plat thereof, as recorded in Plat Book 32, Page 190, Public Records of Osceola County, Florida.

SECTION VI

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of January, 2023, by and between **Knightsbridge Community Development District**, an independent special district created by Resolution No. 2023-04 (hereinafter referred to as "the District), whose address is 219 E. Livingston Street, Orlando, Florida 32801, and the **OSCEOLA COUNTY TAX COLLECTOR**, a constitutional officer of the State of Florida, whose address is 2501 E. Irlo Bronson Memorial Hwy, Kissimmee, Florida 34744 (hereinafter referred to as "Tax Collector").

WITNESSETH:

WHEREAS, the District is authorized to impose non-ad valorem assessments and by resolution has expressed its intent to use the uniform method of notice, levy, collection and enforcement of such assessments, as authorized by Section 197.3632, Florida Statutes (2021); and

WHEREAS, the uniform methodology with its enforcement provisions including the use of tax certificates and tax deeds for enforcing against any delinquencies, is more fair to the delinquent property owner than traditional lien foreclosure methodology; and

WHEREAS, the uniform method will provide for more efficiency of collection by virtue of the assessment being on the tax notice issued by the Tax Collector which will produce positive economic benefits to Osceola; and

WHEREAS, as the uniform methodology will tend to eliminate confusion and to promote local government accountability; and

WHEREAS, Section 197.3632 (2), Florida Statutes, provides that the District shall enter into a written agreement with the Tax Collector for reimbursement of necessary administrative costs incurred in implementing said section; and

WHEREAS, Section 197.3632 (7), Florida Statutes, provides that the District shall bear all costs associated with any separate notice in the event Tax Collector is unable to merge a non-ad valorem assessment roll to produce the annual tax notice; and

WHEREAS, Section 197.3632 (8) (c), Florida Statutes, provides that the District shall compensate the Tax Collector for actual costs of collection of non-ad valorem assessments and, Section 192.091(2)(b), Florida Statutes, entitles Tax Collector to receive a 2% commission.

NOW, THEREFORE, for and in consideration of the foregoing, including mutual terms, covenants and conditions herein contained, the parties do contract and agree as follows:

ARTICLE I

PURPOSE

The purpose of this Agreement is to establish the terms and conditions under which the Tax Collector shall collect and enforce the collection of those certain non-ad valorem assessments levied by the District to include reimbursement by the District to the Tax Collector for actual costs of collection pursuant to Section 197.3632(8)(c), Florida Statutes; any costs involved in separate mailings because of non-merger of any non-ad valorem assessment roll as certified by Knightsbridge Community Development District Board of Supervisors Chairman or its designee, pursuant to Section 197.3632 (7), Florida Statutes; and for necessary administrative costs, including, but not limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming which attend all of the collection and enforcement duties imposed upon the Tax Collector by the uniform methodology, as provided in Section 197.3632 (2), Florida Statutes,

ARTICLE II

TERM

The term of this Agreement shall commence on January 1, and shall run through December 31 of the same year, the date of signature of the parties notwithstanding, and shall automatically be renewed thereafter for successive periods not to exceed one (1) year each. However, the Knightsbridge Community Development District Board of Supervisors shall inform the Tax Collector, as well as the Property Appraiser and the Department of Revenue, by January 10 in any calendar year in which it intends to discontinue to use the uniform method of collecting each such assessment pursuant to Section 197.3632 (6), Florida Statutes.

ARTICLE III

COMPLIANCE WITH LAWS AND REGULATIONS

The parties shall comply with all statutes, rules and regulations pertaining to the levy and collection of non-ad valorem assessments by, and any ordinances promulgated by Osceola County not inconsistent with, nor contrary to, the provisions of Section 197.3632, Florida Statutes, and Section 197.3635, Florida Statutes, and any subsequent amendments to said statutes, and any rules duly promulgated pursuant to said statutes.

This Agreement incorporates the provisions of Section 197.3632, Florida Statutes as they exist on the date of execution hereof and as they may be from time to time hereafter be amended or renumbered.

ARTICLE IV

DUTIES AND RESPONSIBILITIES OF THE DISTRICT

The District agrees, covenants and contracts to:

(a) Timely reimburse the Tax Collector for actual collection costs incurred pursuant to Section 197.3632, Florida Statutes;

(b) Timely reimburse Tax Collector for necessary administrative costs for the Collection and enforcement of the applicable non-ad valorem assessment by the Tax Collector pursuant to Section 197.3632(2), Florida Statutes, to include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming.

(c) To timely pay for or alternatively to timely reimburse the Tax Collector for any separate tax notice necessitated by the Tax Collector not being able to merge the non-ad valorem assessment roll certified by the District Chairman or, its designee pursuant to Section 197.3632 (7), Florida Statutes.

(d) The District, upon being timely billed, shall pay directly for necessary advertising relating to implementation of the uniform non-ad valorem assessment law pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and any applicable rules promulgated by the Department of Revenue thereunder.

(e) By September 15 of each calendar year, the chairperson of the District, or its designee, shall officially certify to the Tax Collector the non-ad valorem assessment roll on compatible electronic medium, tied to the property parcel identification number, and otherwise conforming in format to that contained on the ad- valorem tax rolls submitted by the Property Appraiser to the Department of Revenue. The District shall post the non-ad valorem assessment roll and shall exercise its responsibility that such non-ad valorem assessment roll be free of errors and omissions.

(f) The District agrees to cooperate with the Tax Collector to implement the uniform method of notice, levy, collection and enforcement of each non-ad valorem assessment, pursuant to, and consistent with, all the provisions of Sections 197.3632 and 197.3635, Florida Statutes, or its successor of statutory provisions and all applicable rules promulgated by the Department of Revenue and their successor rules.

ARTICLE V

DUTIES OF THE TAX COLLECTOR

(a) The Tax Collector shall timely perform all acts and duties required of a tax collector under the provisions of sections 197.3632 and 197.3635, Florida Statutes and the rules promulgated from time to time by the Department of Revenue.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and have caused these presents to be signed by their duly authorized officers, the date first above written.

ATTEST:

Tax Collector

Witness

Bruce Vickers

ATTEST:

Secretary

By: _____
Chairman of the Board

SECTION VIII

January 31, 2023

Knightsbridge Community Development District
Board of Supervisors

We are pleased to confirm our understanding of the services we are to provide Knightsbridge Community Development District, ("the District") for the fiscal years ended September 30, 2023, 2024, 2025, 2026 and 2027.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the District as of and for the years ended September 30, 2023, 2024, 2025, 2026 and 2027. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited.

1. Management's Discussion and Analysis
2. Budgetary comparison schedule

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare the financial statements of Knightsbridge Community Development District in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making information available for the drafting of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

Subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of DiBartolomeo, McBee, Hartley & Barnes, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jim Hartley is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Our fees for these services are not to exceed \$2,850 for the year ending 2023, \$2,950 for the year ending 2024, \$3,000 for year ending 2025, \$3,150 for year ending 2026 and \$3,250 for the year ending 2027, respectively. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary or if additional Bonds are issued, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Either party may unilaterally terminate this agreement, with or without cause, upon thirty (30) days written notice. Upon any termination of this Agreement, the District will pay all invoices for services rendered prior to the date of the notice of termination but subject to any offsets that the District may have. Pursuant to Section 218.391, Florida Statutes, all invoices for fees or other compensation must be submitted in sufficient detail to demonstrate compliance with the terms of this engagement.

We shall take all necessary steps to ensure that the audit is completed in a timely fashion so that the financial reports and audits may be approved by the District's Board of Supervisors within 180 days after the end of the fiscal year under review.

We agree and understand that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the services provided hereunder and agree to cooperate with public record requests made there under. In connection with this Agreement, we agree to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, Florida Statutes, the terms of which are incorporated herein. Among other requirements, we will:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the auditor does not transfer the records to the District.

- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the auditor or keep and maintain public records required by the District to perform the service. If the auditor transfers all public records to the District upon completion of this Agreement, the auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the auditor keeps and maintains public records upon completion of the Agreement, the auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Reporting

We will issue a written report upon completion of our audit of Knightsbridge Community Development District's financial statements. Our report will be addressed to the Board of Supervisors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to Knightsbridge Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

DiBartolomeo, McBee, Hartley & Barnes

DiBartolomeo, McBee, Hartley & Barnes, P.A.

RESPONSE:

This letter correctly sets forth the understanding of Knightsbridge Community Development District.

Management signature: _____

Title: _____

Date: _____

SECTION IX

SECTION C

SECTION 1

Knightsbridge Community Development District

Summary of Check Register

October 1, 2022 through December 31, 2022

Fund	Date	Check No.'s		Amount
General Fund	10/31/22	1 - 4	\$	13,231.45
	11/16/22	5 - 6	\$	7,197.31
	11/22/22	7	\$	701.51
	12/2/22	8 - 11	\$	9,653.46
	12/13/22	12	\$	4,162.00
	12/21/22	13	\$	166.92
Total Amount			\$	35,112.65

*** CHECK DATES 10/01/2022 - 12/31/2022 *** KNIGHTSBRIDGE - GENERAL FUND BANK A GENERAL FUND

CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
10/31/22	00004	9/21/22	17176		202209	310-51300-45000		EGIS INSURANCE ADVISORS	*	836.00	
			FY22		INSURANCE POLICY						
9/21/22		17177			202210	310-51300-45000			*	5,000.00	
			FY23		INSURANCE POLICY						
10/31/22	00001	8/01/22	1		202208	310-51300-34000		MANAGEMENT FEES - AUG 22	*	3,333.33	5,836.00 000001
10/31/22	00003	8/15/22	105342		202207	310-51300-31500		GOVERNMENTAL MANAGEMENT SERVICES-	*	830.50	3,333.33 000002
			GENERAL		COUNSEL - JUL 22						
9/09/22		105741			202208	310-51300-31500			*	2,312.12	
			GENERAL		COUNSEL - AUG 22						
10/12/22		106160			202209	310-51300-31500			*	919.50	
			GENERAL		COUNSEL - SEP22						
10/31/22	00002	8/28/22	05943539		202208	310-51300-48000		LATHAM, LUNA, EDEN & BEAUDINE LLP	*	526.26	4,062.12 000003
			REQ.FOR		QUALIF.- AUG 2022						
9/04/22		05983369			202209	310-51300-48000			*	226.25	
			NOT OF		RULE DEVELOPMENT						
9/04/22		05983369			202209	310-51300-48000			*	421.26	
			NOT OF		RULEMAKING						
9/18/22		06048293			202209	310-51300-48000			*	792.36	
			NOT OF		LANDOWNERS MTG						
9/25/22		06083093			202209	310-51300-48000			*	1,355.00	
			NOT OF		HEARING 9/2&9/23						
9/25/22		06083093			202209	310-51300-48000			*	620.00	
			NOT OF		BUDGET 9/14&9/21						
10/02/22		06123093			202209	310-51300-48000			*	275.00	
			FY23		BOS MTG DATES 9/26						
8/28/22		05943539			202208	310-51300-48000			V	526.26-	
			REQ.FOR		QUALIF.- AUG 2022						
9/04/22		05983369			202209	310-51300-48000			V	226.25-	
			NOT OF		RULE DEVELOPMENT						
9/04/22		05983369			202209	310-51300-48000			V	421.26-	
			NOT OF		RULEMAKING						
9/18/22		06048293			202209	310-51300-48000			V	792.36-	
			NOT OF		LANDOWNERS MTG						
9/25/22		06083093			202209	310-51300-48000			V	1,355.00-	
			NOT OF		HEARING 9/2&9/23						
9/25/22		06083093			202209	310-51300-48000			V	620.00-	
			NOT OF		BUDGET 9/14&9/21						
10/02/22		06123093			202209	310-51300-48000			V	275.00-	
			FY23		BOS MTG DATES 9/26						
								TRIBUNE PUBLISHING COMPANY, LLC			.00 000004
								KNIB KNIGHTSBRIDGE MBYINGTON			

KNIGHTSBRIDGE - GENERAL FUND
 BANK A GENERAL FUND

CHECK DATE	VEND#	INVOICE DATE	INVOICE DATE	EXPENSED TO YRMO	SUB DPT	SUBCLASS ACT#	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT
11/16/22	00005	10/13/22	87589	202210	310-51300-54000		SPECIAL DISTRICT FEE FY23	*	175.00	
11/16/22	00001	9/01/22	2	202209	310-51300-34000		DEPARTMENT OF ECONOMIC OPPORTUNITY	*	3,333.33	175.00 000005
		9/01/22	2	202209	310-51300-51000		MANAGEMENT FEES - SEP22	*	.03	
		9/01/22	2	202209	310-51300-42000		OFFICE SUPPLIES	*	1.44	
		9/01/22	2	202209	310-51300-42500		POSTAGE	*	43.35	
		10/01/22	3	202209	310-51300-48000		COPIES	*	310.83	
		10/01/22	3A	202210	310-51300-34000		ORLANDO SENTINEL/STAPLES	*	3,333.33	
				202210	310-51300-48000		MANAGEMENT FEES - OCT22			7,022.31 000006
11/22/22	00002	10/31/22	06302793	202210	310-51300-48000		GOVERNMENTAL MANAGEMENT SERVICES-	*	527.01	
		10/31/22	06302793	202210	310-51300-48000		RFO-ENGINEER 10/31/2022	*	174.50	
				202210	310-51300-48000		NOT OF MEETING			701.51 000007
12/02/22	00001	11/01/22	4	202211	310-51300-34000		TRIBUNE PUBLISHING COMPANY, LLC	*	3,333.33	
		11/01/22	4	202211	310-51300-51000		MANAGEMENT FEES - NOV 22	*	.06	
		11/01/22	4	202211	310-51300-42000		OFFICE SUPPLIES	*	3.84	
		11/01/22	4	202211	310-51300-42500		POSTAGE	*	18.60	
				202211	310-51300-42500		COPIES	*		
12/02/22	00003	11/10/22	106637	202210	310-51300-31500		GOVERNMENTAL MANAGEMENT SERVICES-	*	1,854.50	3,355.83 000008
				202210	310-51300-48000		GENERAL COUNSEL - OCT 22	*		
12/02/22	00002	11/13/22	06337793	202211	310-51300-48000		LATHAM, LUNA, EDEN & BEAUDINE LLP	*	227.00	1,854.50 000009
				202211	310-51300-48000		REP ANNUAL AUDIT SVCS	*		
12/02/22	00002	8/28/22	05943539	202208	310-51300-48000		TRIBUNE PUBLISHING COMPANY, LLC	*	526.26	227.00 000010
		9/04/22	05983369	202209	310-51300-48000		REQ.FOR QUALIF.- AUG 2022	*	226.25	
				202209	310-51300-48000		NOT OF RULE DEVELOPMENT	*		

KNIB KNIGHTSBRIDGE MBYINGTON

KNIGHTSBRIDGE - GENERAL FUND
 BANK A GENERAL FUND

CHECK DATE	CHECK#	DATE	INVOICE	EXPENSED TO	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
9/04/22	05983369	202209	310-51300-48000	NOT OF RULEMAKING							*	421.26	
9/18/22	06048293	202209	310-51300-48000	NOT OF LANDOWNERS MTG							*	792.36	
9/25/22	06083093	202209	310-51300-48000	NOT OF HEARING 9/2&9/23							*	1,355.00	
9/25/22	06083093	202209	310-51300-48000	NOT OF BUDGET 9/14&9/21							*	620.00	
10/02/22	06123093	202209	310-51300-48000	FY23 BOS MTG DATES 9/26							*	275.00	
12/13/22	00002	11/20/22	06372902	202211 310-51300-48000						TRIBUNE PUBLISHING COMPANY, LLC	*	2,079.00	4,216.13 000011
11/20/22	06372902	202211	310-51300-48000	NONADVALOREM ASSESS 11/14							*	2.00	
11/27/22	06408004	202211	310-51300-48000	NONADVALOREM ASSESS 11/21							*	2,079.00	
11/27/22	06408004	202211	310-51300-48000	NONADVALOREM ASSESS 11/21							*	2.00	
12/21/22	00002	12/04/22	06448304	202211 310-51300-48000						TRIBUNE PUBLISHING COMPANY, LLC	*	166.92	4,162.00 000012
			AUDIT COMMITTEE MTG 11/28										
										TRIBUNE PUBLISHING COMPANY, LLC			166.92 000013

TOTAL FOR BANK A 35,112.65
 TOTAL FOR REGISTER 35,112.65

KNIB KNIGHTSBRIDGE MBYINGTON

SECTION 2

Knightsbridge
Community Development District

Unaudited Financial Reporting
December 31, 2022



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1	<hr/>	<u>Balance Sheet</u>
2	<hr/>	<u>General Fund</u>
3	<hr/>	<u>Month to Month</u>

Knightsbridge

Community Development District

Combined Balance Sheet

December 31, 2022

		<i>General Fund</i>
Assets:		
<u>Cash:</u>		
Operating Account	\$	3,236
Due from Developer	\$	13,835
Total Assets	\$	17,070
Liabilities:		
Accounts Payable	\$	9,450
Total Liabilities	\$	9,450
Fund Balance:		
Unassigned	\$	7,620
Total Fund Balances	\$	7,620
Total Liabilities & Fund Balance	\$	17,070

Knightsbridge
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2022

	Adopted Budget	Prorated Budget Thru 12/31/22	Actual Thru 12/31/22	Variance
Revenues:				
Developer Contributions	\$ 143,178	\$ 30,017	\$ 30,017	\$ -
Total Revenues	\$ 143,178	\$ 30,017	\$ 30,017	\$ -
Expenditures:				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 3,000	\$ 2,600	\$ 400
FICA Expenditures	\$ 918	\$ 230	\$ 199	\$ 31
Engineering	\$ 15,000	\$ 3,750	\$ -	\$ 3,750
Attorney	\$ 25,000	\$ 6,250	\$ 5,262	\$ 988
Annual Audit	\$ 4,000	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -
Arbitrage	\$ 450	\$ -	\$ -	\$ -
Dissemination	\$ 5,000	\$ -	\$ -	\$ -
Trustee Fees	\$ 4,050	\$ -	\$ -	\$ -
Management Fees	\$ 40,000	\$ 10,000	\$ 10,000	\$ 0
Information Technology	\$ 1,800	\$ 450	\$ 450	\$ -
Website Maintenance	\$ 1,200	\$ 300	\$ 1,850	\$ (1,550)
Telephone	\$ 300	\$ 75	\$ -	\$ 75
Postage & Delivery	\$ 1,000	\$ 250	\$ 75	\$ 175
Insurance	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Printing & Binding	\$ 1,000	\$ 250	\$ 57	\$ 193
Legal Advertising	\$ 15,000	\$ 5,257	\$ 5,257	\$ -
Other Current Charges	\$ 5,000	\$ 1,250	\$ 35	\$ 1,215
Office Supplies	\$ 625	\$ 156	\$ 0	\$ 156
Travel Per Diem	\$ 660	\$ 165	\$ -	\$ 165
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total Expenditures	\$ 143,178	\$ 36,558	\$ 30,960	\$ 5,598
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ (943)	
Fund Balance - Beginning	\$ -		\$ 8,563	
Fund Balance - Ending	\$ -		\$ 7,620	

Knightsbridge
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Developer Contributions	\$ 9,896	\$ 6,287	\$ 13,835	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,017
Total Revenues	\$ 9,896	\$ 6,287	\$ 13,835	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,017
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ 1,600	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,600
FICA Expenditures	\$ -	\$ 122	\$ 77	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 199
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attorney	\$ 1,855	\$ 2,308	\$ 1,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,262
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fees	\$ 3,333	\$ 3,333	\$ 3,333	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Information Technology	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450
Website Maintenance	\$ -	\$ 1,750	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,850
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ -	\$ 4	\$ 71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75
Insurance	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Printing & Binding	\$ -	\$ 19	\$ 38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57
Legal Advertising	\$ 702	\$ 4,556	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,257
Other Current Charges	\$ -	\$ -	\$ 35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35
Office Supplies	\$ -	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total Expenditures	\$ 11,214	\$ 13,842	\$ 5,904	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,960
Excess Revenues (Expenditures)	\$ (1,319)	\$ (7,555)	\$ 7,930	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (943)

SECTION 3

Knightsbridge
Community Development District

FY23 Funding Request #4
December 16, 2022

Bill to: Lennar

General Fund
FY2023

1	Governmental Management Services - CF		
	Invoice #5 - Management Fees - December 2022	\$	3,442.89
2	Latham, Luna, Eden & Beaudine LLP		
	Invoice #107265 - General Counsel - November 2022	\$	2,307.70
3	Orlando Sentinel - Tribune Publishing		
	Invoice #063027933000 - Legal Advertisement - Engineer RFQ	\$	701.51
	Invoice #063377933000 - Legal Advertisement - Auditor RFP	\$	227.00
	Invoice #063729023000 - Legal Advertisement - Assessment Hearing	\$	2,081.00
	Invoice #064080047000 - Legal Advertisement - Assessment Hearing	\$	2,081.00
	Invoice #064483045000 - Legal Advertisement - BOS Meeting	\$	166.92
4	ReAlign Web Design		
	Invoice #822 - Website Creation	\$	1,750.00
5	Adam Morgan		
	Supervisor Fees - Board of Supervisors Meeting 12/05/22	\$	215.30
6	Rob Bonin		
	Supervisor Fees - Board of Supervisors Meeting 12/05/22	\$	215.30
7	Steve Greene		
	Supervisor Fees - Board of Supervisors Meeting 12/05/22	\$	215.30
8	Nicole Henley		
	Supervisor Fees - Board of Supervisors Meeting 12/05/22	\$	215.30
9	Harry Kaplan		
	Supervisor Fees - Board of Supervisors Meeting 12/05/22	\$	215.30
Total:		\$	13,834.52

Please make check payable to:

Knightsbridge Community Development District
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

Invoice

Invoice #: 5
Invoice Date: 12/1/22
Due Date: 12/1/22
Case:
P.O. Number:

RECEIVED DEC 12 2022



LATHAM, LUNA,
EDEN & BEAUDINE,^{LLP}
ATTORNEYS AT LAW

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

December 9, 2022

Invoice #: 107265
Federal ID #:59-3366512

Knightsbridge CDD
c/o GMS-CFL, LLC
219 East Livingston Street
Orlando, FL 32801

1-3

Matter ID: 10120-001

General

For Professional Services Rendered:

11/1/2022	jms	Prepare and send new board member packet to Harry Kaplan	0.60	\$75.00
11/2/2022	jms	Emails regarding agenda for upcoming November board meeting, print, save and update attorney calendar	0.10	\$12.50
11/2/2022	KET	Follow-up email correspondence to the District Engineer regarding the legal descriptions for Phases 1 and 2 in the Engineer's Report.	0.20	\$61.00
11/2/2022	JEL	Preparation of Public Facilities Report to City of Kissimmee	0.20	\$42.00
11/4/2022	KET	Telephone discussion with the Developer regarding Golden Knight Boulevard. Preparation of Interlocal Agreement with the City of Kissimmee regarding ownership and maintenance of Golden Knight Boulevard and email correspondence with the City Attorney regarding same.	3.70	\$1,128.50
11/7/2022	KET	Review of Agenda in preparation of attendance at Board of Supervisors' meeting. Attended Board of Supervisors' meeting.	1.10	\$335.50
11/7/2022	JEL	Revised pre-filed testimony; Reviewed Engineer Report and email correspondence regarding same	1.40	\$294.00
11/8/2022	JEL	Finalized initial public facilities report for City of Kissimmee	0.10	\$21.00
11/8/2022	jms	Emails regarding Initial Public Facilities Report, print, compile and send via USPS certified return receipt; email attorney tracking information	0.30	\$37.50
11/10/2022	jms	Prepare and send new board member packet to Nicole Henley	0.50	\$62.50
11/10/2022	KET	Preparation of task list. Review of draft Resolution 2023-09 Levying Assessments for finalization of same.	0.50	\$152.50
11/30/2022	jms	Emails regarding agenda for upcoming December board meeting, print save and update attorney calendar	0.10	\$12.50
11/30/2022	JEL	Reviewed minutes/task list for Board of Supervisors' meeting; Review of recorded plat and CDD dedications	0.30	\$63.00
Total Professional Services:			9.10	\$2,297.50

For Disbursements Incurred:

11/7/2022	Payment Disbursement to Kristen Trucco for travel to and from Board Meeting on October 3, 2022	\$5.10
11/30/2022	Payment Disbursement to Kristen Trucco for Travel to and from Board Meeting on November 7, 2022	\$5.10
Total Disbursements Incurred:		\$10.20

Total \$2,307.70
Previous Balance \$1,854.50
Total Due \$4,162.20

RECEIVED DEC 12 2022

Invoice Details

Billed Account Name: Knightsbridge Cdd
Billed Account Number: CU80146850
Invoice Number: 063027933000
Invoice Amount: \$701.51
Billing Period: 10/31/22 - 11/06/22
Due Date: 11/06/22
All past due amounts are payable immediately

INVOICE

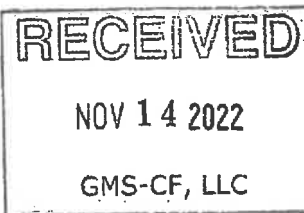
Page 1 of 2 **2** **1,310,513.480**

Invoice Details

Date	trunc Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
✓ 10/31/22	OSC63027933	Classified Listings, Online KB_EngRFQ_Re-Notice 7318180				527.01
✓ 10/31/22	OSC63027933	Classified Listings, Online KB_110722_AC 7318196				174.50

RECEIVED

NOV 18 2022



Invoice Total: \$701.51

Account Summary

Current	1-30	31-60	61-90	91+	Unapplied Amount
701.51	342.50	3,873.63	0.00	0.00	0.00

Please detach and return this portion with your payment.

Remittance Section

Billed Period: 10/31/22 - 11/06/22
Billed Account Name: Knightsbridge Cdd
Billed Account Number: CU80146850
Invoice Number: 063027933000

Return Service Requested

2530000178 PRESORT 198 1 SP 0.570 P3C1
[Barcode]

KNIGHTSBRIDGE CDD
STACIE VANDERBILT
219 E LIVINGSTON ST
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



Invoice Details

Billed Account Name: Knightsbridge Cdd
Billed Account Number: CU80146850
Invoice Number: 063377933000
Invoice Amount: \$227.00
Billing Period: 11/07/22 - 11/13/22
Due Date: 11/13/22
All past due amounts are payable immediately

INVOICE

Page 1 of 2

Invoice Details

Date	trunc Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
✓ 11/09/22	OSC63377933	Classified Listings, Online KB_AuditRFP Notice 7324412				227.00

Invoice Total: \$227.00

Account Summary

Current	1-30	31-60	61-90	91+	Unapplied Amount
227.00	1,044.01	3,873.63	0.00	0.00	0.00

RECEIVED
NOV 23 2022

Please detach and return this portion with your payment.

Remittance Section

Billed Period: 11/07/22 - 11/13/22
Billed Account Name: Knightsbridge Cdd
Billed Account Number: CU80146850
Invoice Number: 063377933000

Return Service Requested

6426000237 PRESORT 239 1 SP 0.570 P3C1
[Barcode]

KNIGHTSBRIDGE CDD
STACIE VANDERBILT
219 E LIVINGSTON ST
ORLANDO FL 32801-1508

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please contact Customer Care:

Orlando Sentinel
PO Box 8023
Willoughby, OH 44096

[Barcode]



Orlando Sentinel
MEDIA GROUP

PO Box 8023
Willoughby, OH 44096
adbilling@tribpub.com
844-348-2445

Invoice Details

Billed Account Name: Knightsbridge Cdd
Billed Account Number: CU80146850
Invoice Number: 063729023000
Invoice Amount: \$2,081.00
Billing Period: 11/14/22 - 11/20/22
Due Date: 11/20/22
All past due amounts are payable immediately

INVOICE

RECEIVED

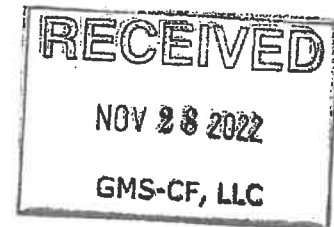
DEC 09 2022

Page 1 of 2

Invoice Details

Date	trunc Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
✓ 11/14/22	OSC738714	Orlando Sentinel Display KB_AssessHearing_2023-06_120522 Display 7324616-1-0	1/2V (3 x 21)	33.00		2,079.00
11/14/22	OSC738714	Affidavit Classified Listings KB_AssessHearing_2023-06_120522 Display 7324616-2-0		2.00		2.00

1-2
310.513 480.



Invoice Total: \$2,081.00

Account Summary

Current	1-30	31-60	61-90	91+	Unapplied Amount
2,081.00	1,271.01	3,081.27	792.36	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: 11/14/22 - 11/20/22
Billed Account Name: Knightsbridge Cdd
Billed Account Number: CU80146850
Invoice Number: 063729023000

Return Service Requested

7204000234 PRESORT 234 1 SP 0.570 P3C1



KNIGHTSBRIDGE CDD
STACIE VANDERBILT
219 E LIVINGSTON ST
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

PO Box 8023
Willoughby, OH 44096

adbilling@tribpub.com
844-348-2445

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DEC 09 2022

Invoice Details

Billed Account Name: Knightsbridge Cdd
Billed Account Number: CU80146850
Invoice Number: 064080047000
Invoice Amount: \$2,081.00
Billing Period: 11/21/22 - 11/27/22
Due Date: 11/27/22
All past due amounts are payable immediately

Page 1 of 2

Invoice Details

Date	Trans Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
11/21/22	OSC739364	Orlando Sentinel Display KB_AssessHearing_2023-06_120522 Display 7324619-1-0	1/2V (3 x 21)	33.00		2,079.00
11/21/22	OSC739364	Affidavit Classified Listings KB_AssessHearing_2023-06_120522 Display 7324619-2-0		2.00		2.00

1-2
310.513.480

RECEIVED
DEC 05 2022
GMS-CF, LLC

Invoice Total: \$2,081.00

Account Summary

Current	1-30	31-60	61-90	91+	Unapplied Amount
2,081.00	3,009.51	1,265.01	2,951.12	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: 11/21/22 - 11/27/22
Billed Account Name: Knightsbridge Cdd
Billed Account Number: CU80146850
Invoice Number: 064080047000

Return Service Requested

2970000200 PRESORT 200 1 SP 0.570 P3C1



KNIGHTSBRIDGE CDD
STACIE VANDERBILT
219 E LIVINGSTON ST
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



Invoice Details

Billed Account Name: Knightsbridge Cdd
Billed Account Number: CU80146850
Invoice Number: 064483045000
Invoice Amount: \$166.92
Billing Period: 11/28/22 - 12/04/22
Due Date: 12/04/22
All past due amounts are payable immediately

INVOICE

Page 1 of 2

Invoice Details

Date	trunc Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
✓ 11/28/22	OSC64483045	Classified Listings, Online Public Hearing/Bid/Misc_Legal 7333087				166.92

RECEIVED

DEC 16 2022

RECEIVED

DEC 12 2022

GMS-CF, LLC

Invoice Total: \$166.92

Account Summary

Current	1-30	31-60	61-90	91+	Unapplied Amount
868.43	4,389.00	342.50	3,873.63	0.00	0.00

Please detach and return this portion with your payment.

Remittance Section

Billed Period: 11/28/22 - 12/04/22
Billed Account Name: Knightsbridge Cdd
Billed Account Number: CU80146850
Invoice Number: 064483045000

Return Service Requested

7448000180 PRESORT 180 1 SP 0.570 P3C1



KNIGHTSBRIDGE CDD
STACIE VANDERBILT
219 E LIVINGSTON ST
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





ReAlign Web Design
650 North Alafaya Trail,
Suite 101 #780334
Orlando FL, 32828
(321) 262-2823

RECEIVED DEC 05 2022

Invoice

Date	Invoice #
11/22/2022	822

Bill To

Knightsbridge CDD
219 E. Livingston Street
Orlando, Florida 32801
Tel: (407) 841-5524

H.

Description	Quantity	Rate	Amount
Knightsbridgecdd.com Website Creation 1-6 310.513.356	1	1,750.00	1,750.00
Total			\$1,750.00

Act

Attendance Confirmation
for
BOARD OF SUPERVISORS

RECEIVED

DEC 09 2022

District Name:

Knightsbridge CDD

Board Meeting Date:

December 5, 2022

	<i>Name</i>	<i>In Attendance Please ✓</i>	<i>Fee Involved Yes / No</i>
1	Adam Morgan	✓	Yes (\$200)
2	Rob Bonin	✓	Yes (\$200)
3	Steve Greene	✓	Yes (\$200)
4	Nicole Henley	✓	Yes (\$200)
5	Harry Kaplan	✓	Yes (\$200)

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

Approved for Payment:


District Manager Signature12/5/22
Date

****RETURN SIGNED DOCUMENT TO DISTRICT ACCOUNTANT****

Knightsbridge
Community Development District

FY23 Funding Request #5
January 19, 2023

Bill to: Lennar

General Fund
FY2023

1	Governmental Management Services - CF		
	Invoice #6 - Management Fees - January 2023	\$	3,409.68
	Invoice #8 - Information Tech/Website Admin Fees	\$	800.00
2	Latham, Luna, Eden & Beaudine LLP		
	Invoice #107376 - General Counsel - December 2022	\$	1,099.68
Total:		\$	5,309.36

Please make check payable to:

Knightsbridge Community Development District
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

GMS-Central Florida, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice**Invoice #:** 6**Invoice Date:** 1/1/23**Due Date:** 1/1/23**Case:****P.O. Number:****Bill To:**

Knightsbridge CDD
219 E. Livingston St.
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - January 2023		3,333.33	3,333.33
Office Supplies		0.75	0.75
Postage		65.70	65.70
Copies		9.90	9.90
1-1			
RECEIVED JAN 09 2023			

Total **\$3,409.68****Payments/Credits** **\$0.00****Balance Due** **\$3,409.68**

1001 Bradford Way
Kingston, TN 37763

Invoice #: 8
Invoice Date: 1/1/23
Due Date: 1/1/23
Case:
P.O. Number:

Knightsbridge CDD
219 E. Livingston St.
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Information Technology - (October 2022 - January 2023)	4	150.00	600.00
Website Administration - (December 2022 - January 2023)	2	100.00	200.00
<div> <div>RECEIVED JAN 11 2023</div> </div>			

RECEIVED JAN 11 2023

Total	\$800.00
Payments/Credits	\$0.00
Balance Due	\$800.00



LATHAM, LUNA,
EDEN & BEAUDINE,^{LLC}
ATTORNEYS AT LAW

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

January 12, 2023

Invoice #: 107376
Federal ID #:59-3366512

Knightsbridge CDD
c/o GMS-CFL, LLC
219 East Livingston Street
Orlando, FL 32801

Matter ID: 10120-001

General

For Professional Services Rendered:

12/2/2022	KET	Email correspondence with the Developer regarding the conveyance of a lift station tract to Tohopekaliga Water Authority in Phase 1.	0.20	\$61.00
12/5/2022	KET	Review of Agenda in preparation of Board of Supervisors' meeting. Attended Board of Supervisors' meeting.	1.00	\$305.00
12/12/2022	KET	Preparation of task list.	0.20	\$61.00
12/15/2022	KET	Review of the Phase 1 plat regarding lift station tract. Preparation of conveyance documents to convey the lift station tract from Lennar to the District and from the District to Tohopekaliga Water Authority. Preparation of Resolution and closing statement for same.	1.50	\$457.50
12/19/2022	KET	Email correspondence to Fidelity to request a title commitment for the lift station in Phase 1.	0.20	\$61.00
12/20/2022	KET	Finalized Resolution 2023-10 to convey lift station Tract LS-1 of Phase 1 from Lennar Homes, LLC to the District and from the District to Tohopekaliga Water Authority. Email correspondence to GMS regarding same.	0.50	\$152.50
Total Professional Services:			3.60	\$1,098.00

For Disbursements Incurred:

12/31/2022	Postage	\$1.68
Total Disbursements Incurred:		\$1.68

Total \$1,099.68
Previous Balance \$2,307.70

Payments & Credits

<u>Date</u>	<u>Type</u>	<u>Notes</u>	<u>Amount</u>
	Payments & Credits		\$0.00
	Total Due		\$3,407.38

RECEIVED JAN 13 2023