Knightsbridge Community Development District

Agenda

March 18, 2024

## Agenda

### Knightsbridge Community Development District

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

March 11, 2024

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, March 18, 2024 at 10:00 a.m., or as shortly thereafter as reasonably possible, 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 February 19, 2024 Meeting
- 4. Consideration of Resolution 2024-06 Approving the Conveyance of Real Property and Improvements to the District
- 5. Staff Reports
  - A. Attorney
    - i. Discussion of Pending Plat Conveyances
    - ii. Status of Permit Transfers
  - B. Engineer
  - C. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet and Income Statement
  - D. Field Manager's Report
- 6. Other Business
- 7. Supervisor's Requests
- 8. 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,

175

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, February 19, 2024 at 10:00 a.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 joined late	Assistant Secretary
Nicole Henley by phone	Assistant Secretary
Josmin Martinez	Assistant Secretary
Also present were:	
Jeremy LeBrun	District Manager
Kristen Trucco	District Counsel
Steve Sanford by phone	Bond Counsel
Alan Scheerer	Field Manager

#### FIRST ORDER OF BUSINESS

**Roll Call** 

Mr. LeBrun called the meeting to order and called the roll. There were three Board members present in person and one via Zoom constituting a quorum.

#### SECOND ORDER OF BUSINESS

**Public Comment Period** 

Mr. LeBrun: Next item on the agenda is the public comment period. For the record, there are no members of the public present, just Board and staff.

## THIRD ORDER OF BUSINESSApproval of Minutes of the December 18,<br/>2023 Meeting

Mr. LeBrun: That brings us down to item number three. This is the approval of the minutes of the December 18, 2023 meeting. Those are included in your agenda package, and I am happy to take any comments or corrections. If not, we are just looking for a motion to approve those minutes.

On MOTION by Mr. Morgan, seconded by Mr. Bonin, with all in favor, the Minutes of the December 18, 2023 Meeting, were approved, as presented.

#### FOURTH ORDER OF BUSINESS

#### **Public Hearing**

Mr. LeBrun: Next item on the agenda is our public hearing. This is an advertised public hearing for any members of the public to voice their opinion. If I could just get a motion to open the public hearing.

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

#### A. Consideration of Engineer's Report

Mr. LeBrun: The public hearing is open. The first item under this public hearing is the consideration of the Engineer's report. This is on page 13 of your electronic agenda. Going to the phone, do we have our District Engineer on the phone? I don't believe so. I'm happy to go through the report with the Board. I don't believe it's changed much since you've last seen it.

Mr. Morgan: No, I have been reading it all morning, it's the same.

#### B. Consideration of Amended and Restated Master Assessment Methodology Report

Mr. LeBrun: That brings us down to item B under the public hearing which is on 39 of your electronic agenda. This is the consideration of the amended and restated master assessment methodology. I don't believe it has changed much since the Board was last sent a copy of this. I will just go through tables very briefly. And then of course, we can have discussion or answer any questions if needed. The first table is table 1, this is the development program. This just details the number of units and the ERUs factored that were used within the Master Assessment Methodology. Table #2, this is the infrastructure cost estimate. This was pulled from the Engineer's report. This just details the cost from the capital improvement plan. You can see the number there is \$24,889,529. Below that is table #3. This is your estimated bond sizing using the numbers described there below. The average coupon rate is 7.5% over 30 years and 24 months of capitalized interest. Your debt service reserve is the max annual and your underwriters discount is 2%. Going down to table #4, this is the allocation of benefit. Listed there you have the single-family 50 units. You can see the total improvements cost per product type. Table #5 is your allocation of total benefit par debt to each product type. You have your single-family 50-foot 347 units and then right

there is listed the par debt per unit. Table #6 is your par debt and annual assessments for each product type and that's listed there as well for your reference. The gross annual debt per unit is \$8,929.70. That's also using the most conservative estimates for the sizing. That brings us to table #7 where you have your preliminary assessment roll. I am happy to take any questions on it. Like I said, I believe the Board is aware of what has been presented here. I am just reading it for the public record.

#### C. Public Comment & Testimony

Mr. LeBrun: That brings us down to item C, public comment and testimony. For the record, there are no members of the public present, only Board and staff members.

#### D. Consideration of Resolution 2024-05 Levying Assessments

Mr. LeBrun: Item D is on page 53 of your electronic agenda. This is consideration of Resolution 2024-05 levying assessments.

Ms. Trucco: Okay, great. So, for your call that we had previously had a resolution declaring special assessments in Phase 2, also referred to as the Assessment Area 2 Project, so this is the next statutory step that we have a public hearing. Notice of the public hearing was advertised in the newspaper in accordance with Florida statutes. The next step in order to issue bonds over Assessment Area 2 or Phase 2 is that the Board needs to adopt this resolution levying assessments. This would be approving the levying of special assessments. In the Assessment Area 2 Project, also known as Phase 2, in accordance with the amended and restated assessment methodology report that the Board just approved, it is also attached to this resolution. And then this also confirms the District's intention to issue bonds over Assessment Area 2, also known as Phase 2. The Board had previously gone through this process for Phase 1. George, when we knew that we were going to be issuing Bonds for Phase 1 and 2, we knew that we needed to go through this same levy process for Phase 2 as well. So, this is just going to clean up the remainder of the assessment area so that we can issue bonds for the entire thing. This is also going to direct the District manager to record a general notice of assessments over Phase 2 in the public records, which is required under the Florida statute. If you have any questions, I am happy to take them now. Otherwise, we are just looking for a motion to approve Resolution 2024-05.

On MOTION by Mr. Morgan, seconded by Mr. Bonin, with all in favor, Resolution 2024-05 Levying Assessments, was approved.

#### E. Consideration of Resolution 2024-04 Delegation Resolution

- i. Exhibit A Form of Bond Purchase Contract
- ii. Exhibit B Draft Preliminary Limited Offering Memorandum
- iii. Exhibit C Form of Continuing Disclosure Agreement
- iv. Exhibit D Form of First Supplemental Trust Indenture
- v. Exhibit E Form of Completion Agreement
- vi. Exhibit F Form of True-Up Agreements
- vii. Exhibit G Form of Acquisition Agreement
- viii. Exhibit H Form of Collateral Assignments
- Mr. Morgan: Can we note that Steve Greene joined the meeting?

Mr. LeBrun: Yes, for the record, Steve has joined the meeting. That brings us down to item E. This is on page 61 of your electronic agenda. This is consideration of Resolution 2024-04 the Delegation Resolution. I believe we have Steve Sanford on the call. Steve, can you hear us?

Mr. Sanford. Thank you. For the record, this is Steve Sanford with Greenburg Traurig serving as the District's Bond Counsel. This Board might be familiar with the Delegation Resolution which is set up as the last formal resolution in order to issue the bonds. What we do in this Resolution is set certain parameters and when it comes time to market the Bonds, within the parameters set by the Board, then the Chair or the Vice Chair is authorized to sign a bond purchase contract and execute documents without the need for calling another special meeting. The parameters are that we are authorizing a principal amount of \$19,700,000 in special assessment bonds to finance a portion of the 2024 project. The interest rate guarantees the maximum rate set by statute determines the bonds not counting a capitalized interest period that is no more than 30years principal amortization and a compensation to the underwriter is based on the bonds at a discount at 98% and then they turn around and sell the bonds, and the difference is the compensation to be paid to the underwriter which is 2%. We see it in here that we would have to go back for another meeting, but those are very conservative parameters. We'll be fine without a need for a special meeting. In addition to that, there's a number of exhibits I am asking the Board to approve. I will quickly go through what they are. The bond purchase contract that is between the District and FMS who is your underwriter. Once the bonds are marketed, this is the contract that gets signed, and it would have the final terms of the bonds and the necessary deliverables to get to a successful closing. Exhibit B is the preliminary limited offering memorandum which is

Knightsbridge CDD

the marketing tool used by the underwriter to write investors. Once the bonds are sold, that preliminary limited offering memorandum gets finalized and gets delivered to the ultimate investor. Exhibit C is the continuing disclosure agreement that's a document required under SCC rules that requires annual disclosure of the status of the bonds and the project and the development and disclosure of certain numerated material events. The rationale behind that agreement is that if somebody wanted to buy these bonds in the secondary market, they would have the most up-todate information. The next exhibit is exhibit D, the first supplemental trust indenture. Every time the District issues bonds, even though there is a master trust indenture between the District and the trustee, there is a series, and every series of bonds is supplemental. This supplemental would have indenture provisions and that would get finalized after the bonds are sold. And then the next exhibits E, F, G, and H has been prepared by District Counsel and there is a completion agreement in the event that, well we know the bond proceeds won't be sufficient to complete the project, this puts an obligation on the developer to complete the project. That was standing the financing, which is not going to cover the whole project. The true-up agreement puts an obligation on the developer to make a payment to true-up the assessments that are going to be levied on platted units. The acquisition agreement that's between the District and the developer and that sets forth a mechanism for which completed aspects of the project are sold to the District. And then the last exhibit is the collateral assignment that's in the unlikely event there would ever be a default. There is a collateral assignment of all the necessary development documents that would be necessary to complete the project. The last two things this resolution does is if there is any need to modify the methodology report or the Engineer's report in connection with the marketing of the bonds, this resolution authorizes those modifications to be made without the need for a special meeting. So, unless any Board members have any questions regarding the exhibits of this resolution, I am looking for a motion to adopt 2024-04.

Mr. Morgan: Real quick, in our assessment methodology we list \$34,400,000 as our debt. But in this bond assessment it's only \$7,000,000. Is there a reason for the extreme difference between what's in the assessment methodology and what's in the resolution?

Mr. Sanford: The number \$7,000,000 is what I have gotten from the underwriter as far as what that is, I guess there have been discussions between the underwriter and the developer as far as how much debt they want to pass on. The master methodology as pointed is very conservative, it has a higher number, but this is all that we are financing at this time. Not to exceed \$7,000,000

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That was the number I was told to use for the delegation resolution. It's not unusual to have a lesser amount in the actual amount that we're issuing bonds for, but I differ.

Mr. Morgan: Okay, thanks Steve. I just wasn't aware of those conversations behind doors. Rob straightened me out on that. Thank you.

> On MOTION by Mr. Morgan, seconded by Mr. Bonin, with all in favor, Resolution 2024-04 Delegation Resolution and Exhibits A through H, was approved.

Mr. LeBrun: Can we just get a motion to close the public hearing?

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

#### FIFTH ORDER OF BUSINESS

Consideration of Aquatic Plant Management Agreement for Ponds 1 & 2

Mr. LeBrun: That brings us down to item number five, the consideration of aquatic plant management agreement for ponds number one and two.

Mr. Scheerer: Included in your agenda pack is a proposal form Applied Aquatic for the aquatic lake services at Knightsbridge. The two ponds, pond one and pond two, located in Phase 1. As you know we already turned over the landscaping portion of that at a previous meeting. So, we are maintaining that, and this is just to get the water under control. We do have funding in the budget. This particular agreement we did extend it through 2025 so we do not have to come back in six months or so and renew it. But these funds are allocated in the 2024 budget, and we will make sure not only these two ponds but the future ponds in Phase 2 will be included as well. I can answer any questions you might have.

> On MOTION by Mr. Morgan, seconded by Mr. Bonin, with all in favor, the Aquatic Plant Management Agreement for Ponds 1 & 2, was approved.

#### SIXTH ORDER OF BUSINESS

**Staff Reports** 

- A. Attorney
  - i. Discussion of Pending Plat Conveyances
  - ii. Status of Permit Transfers

Mr. LeBrun: That brings us down to staff reports. We'll start with District Counsel.

Ms. Trucco: The only update is we are working on conveying the remainder of tracts in Phase 1 to the CDD in accordance with the dedications and the recorded plat. That's really all we have been doing. And we're just working on the bond documents as well. Any questions for me I can try to answer them now, otherwise that's all I have for you today.

Mr. Morgan: Do we have an estimated signing date yet for the bonds?

Ms. Trucco: I do not know when they are projected to close. I would imagine probably the first week of March is what I would think.

Mr. LeBrun: I made a note to add that and to the follow up.

Mr. Morgan: Okay, thank you.

#### **B.** Engineer

Mr. LeBrun: I don't believe that District Engineer has joined us via phone.

#### C. District Manager's Report

#### i. Approval of Check Register

Mr. LeBrun: That brings us down to item C, the District Manager's report. On page 262 of your electronic agenda, you will see the Knightsbridge summary of check register. These are for checks number 46-54. The total for the check register is \$34,803.72. And then behind that you will see your line-item expenses. I am happy to take any questions on those. If not, we are just looking for a motion to approve the check register.

On MOTION by Mr. Bonin, seconded by Mr. Morgan, with all in favor, the Check Register totaling \$34,803.72, was approved.

#### ii. Balance Sheet and Income Statement

Mr. LeBrun: Behind that you have your balance sheet and income statement. These are your unaudited financials through December 21, 2023. No action is required on the Boards part. Those are just there for your review.

#### **D.** Field Manager's Report

Mr. LeBrun: That brings us down to the Field Manager.

Mr. Scheerer: Nothing new to report. We are keeping an eye on the progress on the parks in Phase 1 and I see Mark's been busy installing playground equipment and volleyball. We'll add those to insurance once they have been accepted and turned over.

Knightsbridge CDD

Mr. Bonin: The three ponds have been upkept? The banks?

Mr. Scheerer: We just have the two ponds.

Mr. Morgan: Just the two in Phase 1 right now.

Mr. Bonin: Correct. Okay.

Mr. Scheerer: Yeah, you guys are working on everything else in Phase 2. I know I talked to Dave Reed about some adjustments on the ownership map. And I've got some other questions for him as well as far as wetlands go. I am assuming those are supposed to be CDD and not HOA.

Mr. Morgan: But those two ponds, we have turned them over. They've been turned over to the CDD. So, the pathways around the ponds and all that stuff.

Mr. Bonin: Was that that area Michelle was asking me about? Let me show you. It was intended to be CDD.

Mr. Scheerer: Well, they had this originally as HOA. Oh that? I don't know about that.

Mr. Bonin: I think on the plat that says HOA and it needs to be District. CDD.

Mr. Scheerer: Not to get off track, but we do have the meeting on Wednesday with you folks. So, some of the things we need to go over is any plat conveyances or changes. It should be for Wednesday at 11:30. We set up that meeting with all the project managers and stuff to go over it. Believe it or not, the 2025 budget.

Mr. Morgan: What time is that? 11:30?

Mr. Scheerer: Yes, sir. Do you have that, Rob?

Mr. Bonin. Yeah, it's an invitation from Carly, so we just need to make sure whatever project we're talking about, one supervisor is in that meeting.

Mr. Morgan: I am free all day, I can be there.

Ms. Trucco: Have the permits been transferred to the District for Phase 1 and 2?

Mr. Scheerer: As far as I know, yes. I believe that's what started everything. And Dave's not on the phone. But I'm pretty sure that's what started the process was that the permits were transferred, and we went ahead and set up a walk through. We did that. Now I know there is some hardscape of concrete. There are a few other things that Mark was working on.

Mr. Bonin: Mark is not doing the hardscape stuff, that's like Skid Steer, I think. Mark is just doing irrigation and landscape. That's another group that I think they are close to wrapping up.

Mr. Scheerer: And I know you have the entry monument off of Poinciana.

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Mr. Yup. They're doing that too. And I think it's for the most part complete.

Mr. Morgan: It's done.

Mr. Bonin: It just needs to be landscaped around it.

Mr. Scheerer: And that will be transferred to the District as well.

Mr. Bonin: Yeah.

Mr. Scheerer: We'll talk more about it on Wednesday. But as far as SOBs and stuff like that. So, once it is done, we can get it on insurance.

Mr. Morgan: That's the one that we built the monument right behind the fire pipe?

Mr. Bonin: There was never a good spot there. You've got the backflow TOHO apparatus above ground. And then Kissimmee had a height restriction on the sign. It's not ideal.

Ms. Trucco: Can you send me that tract number or letter so that I can add it to our deed.

Mr. Scheerer: Are you talking about the pond tracts?

Mr. Trucco: The one that the plat dedicated to the HOA but it's coming to the CDD.

Mr. Bonin: Is it W1 and W2? Up in that corner.

Mr. Morgan: WB1 and W1. Alright, thanks Alan.

#### SEVENTH ORDER OF BUSINESS

Mr. LeBrun: That brings us down to other business. Do any Board members have other business to discuss?

#### **EIGHTH ORDER OF BUSINESS Supervisor's Requests**

Mr. LeBrun: Any Supervisor's request? Hearing none, we will move to the next item.

#### NINTH ORDER OF BUSINESS

Mr. Morgan: I make a motion to adjourn.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

#### **Other Business**

Adjournment

# SECTION IV

#### **RESOLUTION 2024-06**

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 AND FROM PARISA AND PEGAH SABETI TO THE KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT; 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;

**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;

**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;

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

WHEREAS, the District Counsel and the District Manager have reviewed the conveyances from Lennar and from Parisa and Pegah Sabeti to the District, 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. <u>Incorporation of Recitals.</u> 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. <u>Approval of Acquisition and Transfer of the Real Property and Improvements.</u> The Board hereby approves the transfer and acceptance of the real property and improvements described in Exhibit "A," to the District and approves and accepts the documents evidencing such conveyances in Exhibit "A."

3. <u>Authorization of District Staff.</u> 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. <u>Ratification of Prior Actions</u>. 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. <u>Severability</u>. 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. <u>Effective Date</u>. 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 18<sup>th</sup> day of March, 2024.

#### KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT

Attest:

	By:
Print:	Name:
Secretary/Asst. Secretary	Title:

#### EXHIBIT "A"

#### **CONVEYANCE DOCUMENTS**

- 1. Special Warranty Deed from Lennar Homes, LLC
- 2. Special Warranty Deed from Parisa and Pegah Sabeti
- 2. Bill of Sale Absolute and Agreement to the District
- 3. Bill of Sale Absolute and Agreement from Parisa and Pegah Sabeti
- 4. Owner's Affidavit
- 5. Agreement Regarding Taxes
- 6. Certificate of District Engineer

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

#### SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made as of this \_\_\_\_\_\_ day of March, 2024 by LENNAR HOMES, LLC, a Florida limited liability company (the "Grantor"), whose principal address is 5505 Waterford District 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 specially warrants that title to the land is free from all encumbrances except for restrictions, covenants, conditions, easements and other matters of record (provided, however, that reference thereto shall not serve to re-impose same) and taxes for the year 2024 and subsequent years, and that the Grantor will defend title to the land against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

#### [SIGNATURES ON FOLLOWING PAGE]

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

Signed, sealed and delivered in our presence:

#### "GRANTOR"

	<b>LENNAR HOMES, LLC</b> , a Florida limited liability company
(Signature)	By:
(Print Name)	
Address:	Print: Mark McDonald
	Title: Vice President
	Address: c/o Lennar Homes, LLC 6675 Westwood Blvd., 5 <sup>th</sup> Floor
(Signature)	Orlando, Florida 32821
(Print Name)	
Address:	

#### STATE OF FLORIDA COUNTY OF ORANGE

(SEAL)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [] online notarization, this \_\_\_\_\_\_ day of March, 2024, 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; Stat	e of Florida
Print Name:	
Comm. Exp.:	; Comm. No.:

#### EXHIBIT "A"

#### **Description of the Property**

Tract SW-1, according to the KNIGHTSBRIDGE PHASE 1 plat, as recorded in Plat Book 32, Page 190, Public Records of Osceola County, Florida.

Tract SW-2, according to the KNIGHTSBRIDGE PHASE 1 plat, as recorded in Plat Book 32, Page 190, Public Records of Osceola County, Florida.

Tract OS-1, according to the KNIGHTSBRIDGE PHASE 1 plat, as recorded in Plat Book 32, Page 190, Public Records of Osceola County, Florida.

Tract OS-2, according to the KNIGHTSBRIDGE PHASE 1 plat, as recorded in Plat Book 32, Page 190, Public Records of Osceola County, Florida.

Tract R-2, according to the KNIGHTSBRIDGE PHASE 1 plat, 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

#### SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made as of this \_\_\_\_\_ day of March, 2024 by PARISA SABETI and PEGAH SABETI, each individually and as Co-Trustees (the "Grantor"), whose address is \_\_\_\_\_\_, 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 specially warrants that title to the land is free from all encumbrances except for restrictions, covenants, conditions, easements and other matters of record (provided, however, that reference thereto shall not serve to re-impose same) and taxes for the year 2024 and subsequent years, and that the Grantor will defend title to the land against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

#### [SIGNATURES ON FOLLOWING PAGE]

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

Signed, sealed and delivered in our presence:

#### **"GRANTOR"**

	PARISA SABETI
(Signature)	By:
(Print Name)	PEGAH SABETI
Address:	By:
	Address:
(Signature)	
(Print Name)	
Address:	

#### STATE OF FLORIDA COUNTY OF ORANGE

(SEAL)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of March, 2024, by Parisa and Pegah Sabeti, as individuals and co-trustees, on behalf of the individuals. Said persons are [ ] personally known to me or [ ] has produced \_\_\_\_\_\_ as identification.

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

#### EXHIBIT "A"

### **Description of the Property**

[Legal Description for Golden Knight Boulevard to be inserted]

#### **BILL OF SALE ABSOLUTE AND AGREEMENT**

Knightsbridge Community Development District

THIS BILL OF SALE ABSOLUTE AND AGREEMENT ("Agreement") is made as of this \_\_\_\_\_\_ day of March, 2024, 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 Waterford District Drive, Miami, Florida 33126, and

#### **RECITALS**

WHEREAS, Developer owns certain improvements, equipment and personal property located within the boundaries of the District, and the extent, nature and location of such improvements and equipment is more fully set forth in <u>Exhibit "A"</u> 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.

Signed, sealed and delivered in the presence of:

**LENNAR HOMES, LLC**, a Florida limited liability company

Witness

By:

Print: Mark McDonald

Printed Name

Title: Vice President

Witness

Printed Name

#### STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this \_\_\_\_\_\_ day of March, 2024, 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

#### **KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT,**

a Florida community development district

ATTEST:

By:

By: \_\_\_\_\_\_\_Secretary/Asst. Secretary

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 March, 2024, 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"

#### LIST AND DESCRIPTION OF IMPROVEMENTS & EQUIPMENT

[To be confirmed by the District Engineer]

The foregoing Improvements are located on the following tracts:

Tract SW-1, according to the KNIGHTSBRIDGE PHASE 1 plat, as recorded in Plat Book 32, Page 190, Public Records of Osceola County, Florida.

Tract SW-2, according to the KNIGHTSBRIDGE PHASE 1 plat, as recorded in Plat Book 32, Page 190, Public Records of Osceola County, Florida.

Tract OS-1, according to the KNIGHTSBRIDGE PHASE 1 plat, as recorded in Plat Book 32, Page 190, Public Records of Osceola County, Florida.

Tract OS-2, according to the KNIGHTSBRIDGE PHASE 1 plat, as recorded in Plat Book 32, Page 190, Public Records of Osceola County, Florida.

Tract R-2, according to the KNIGHTSBRIDGE PHASE 1 plat, as recorded in Plat Book 32, Page 190, Public Records of Osceola County, Florida.

#### **BILL OF SALE ABSOLUTE AND AGREEMENT**

Knightsbridge Community Development District

THIS BILL OF SALE ABSOLUTE AND AGREEMENT ("Agreement") is made as of this \_\_\_\_\_ day of March, 2024, 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 PARISA and PEGAH SABETI, each individually and as Co-Trustees (hereinafter collectively referred to as "Landowner") whose address is \_\_\_\_\_, and

#### **RECITALS**

**WHEREAS**, the Landowner owns certain improvements, equipment and/or personal property, as described in <u>Exhibit "A"</u> attached hereto (collectively, the "Improvements");

**WHEREAS**, both Landowner 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;

WHEREAS, the Landowner 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 the Landowner, 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 the Landowner'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 Landowner'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 Landowner'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 Landowner 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. Landowner 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 Landowner (and, if required, performed by the Landowner on behalf of the District) and all benefits derived thereunder shall be for the benefit of the District.

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

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

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

### [SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

Signed, sealed and delivered in the presence of:	PARISA SABETI	
	By:	
Witness	Print:	
Printed Name		
	PEGAH SABETI	
Witness	By:	
	Print:	
Printed Name		

#### STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of March, 2024, by \_\_\_\_\_\_ and \_\_\_\_\_\_, as individuals and Co-Trustees. Said persons are [ ] personally known to me or [ ] have 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

#### **KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT,**

a Florida community development district

ATTEST:

By:

By: \_\_\_\_\_\_\_Secretary/Asst. Secretary

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 March, 2024, 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"

#### LIST AND DESCRIPTION OF IMPROVEMENTS & EQUIPMENT

[To be confirmed by the District Engineer]

The foregoing Improvements are located on the following tracts:

[Legal Description for Golden Knight Boulevard to be inserted]

#### AGREEMENT REGARDING TAXES

Knightsbridge Community Development District

THIS AGREEMENT REGARDING TAXES ("Agreement") is entered into this day of March, 2024, by and between LENNAR HOMES, LLC, a Florida limited liability company, whose address is 5505 Waterford District Drive, Miami, Florida 33126 (the "Developer"), and 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 <u>Exhibit "A"</u> attached hereto and incorporated herein (the "Property");

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 <u>Exhibit "A"</u> attached hereto and incorporated herein (the "Improvements");

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

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

**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 2023 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 2024.

4. Subsequent to the District's acceptance of the Property and Improvements, and only in the event the Property is not conveyed to another governmental entity, the District shall endeavor to either obtain an exemption from ad-valorem taxes pertaining to the Property or, in the alternative, shall seek a minimal valuation of the Property, from the Osceola County Property Appraiser and, subsequent to tax year 2024, 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

WITNESSES:	<b>LENNAR HOMES, LLC</b> , a Florida limited liability company
X	By:
Print:	Print: Mark McDonald
X	Title: Vice President
Print:	

## SIGNATURE PAGE TO AGREEMENT REGARDING TAXES

Knightsbridge Community Development District

## **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 SW-1, according to the KNIGHTSBRIDGE PHASE 1 plat, as recorded in Plat Book 32, Page 190, Public Records of Osceola County, Florida.

Tract SW-2, according to the KNIGHTSBRIDGE PHASE 1 plat, as recorded in Plat Book 32, Page 190, Public Records of Osceola County, Florida.

Tract OS-1, according to the KNIGHTSBRIDGE PHASE 1 plat, as recorded in Plat Book 32, Page 190, Public Records of Osceola County, Florida.

Tract OS-2, according to the KNIGHTSBRIDGE PHASE 1 plat, as recorded in Plat Book 32, Page 190, Public Records of Osceola County, Florida.

Tract R-2, according to the KNIGHTSBRIDGE PHASE 1 plat, as recorded in Plat Book 32, Page 190, Public Records of Osceola County, Florida.

#### **IMPROVEMENTS**

[To be confirmed by the District Engineer]

## <u>OWNER'S AFFIDAVIT</u> Knightsbridge Community Development District

## STATE OF FLORIDA COUNTY OF ORANGE

**BEFORE ME**, the undersigned authority, personally appeared Mark McDonald ("Affiant") as Vice President of Lennar Homes, LLC, a Florida limited liability company, authorized to do business in Florida, whose principal address is 5505 Waterford District 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 <u>Exhibit "A"</u> attached hereto, and that Affiant is the Vice President of the Owner, is making this Affidavit in that capacity only, and that no recourse shall be made against Affiant individually.

2. That the Property and Improvements, as described in the Special Warranty Deed and Bill of Sale Absolute and Agreement, dated as of the date hereof, are free and clear of all liens and encumbrances except for those encumbrances and matters affecting title included in the following plats: (1) Knightsbridge Phase 1 plat, as recorded in Plat Book 32, Page 190, of the Official Records of Osceola County, Florida (the "Plat"). The District can rely on the Property and Improvements being capable of being used for the purposes intended.

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 Waterford District 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: \_\_\_\_\_, 2024

Signed, sealed and delivered in our presence:

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

## **STATE OF FLORIDA**

### **COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [] online notarization, this \_\_\_\_\_ day of March, 2024, by Mark McDonald, as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of the limited liability company. Said person is [] personally known to me or [] has produced \_\_\_\_\_\_ as identification.

(SEAL)

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

## EXHIBIT "A"

#### **DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS**

## **PROPERTY**

Tract SW-1, according to the KNIGHTSBRIDGE PHASE 1 plat, as recorded in Plat Book 32, Page 190, Public Records of Osceola County, Florida.

Tract SW-2, according to the KNIGHTSBRIDGE PHASE 1 plat, as recorded in Plat Book 32, Page 190, Public Records of Osceola County, Florida.

Tract OS-1, according to the KNIGHTSBRIDGE PHASE 1 plat, as recorded in Plat Book 32, Page 190, Public Records of Osceola County, Florida.

Tract OS-2, according to the KNIGHTSBRIDGE PHASE 1 plat, as recorded in Plat Book 32, Page 190, Public Records of Osceola County, Florida.

Tract R-2, according to the KNIGHTSBRIDGE PHASE 1 plat, as recorded in Plat Book 32, Page 190, Public Records of Osceola County, Florida.

#### **IMPROVEMENTS**

[To be confirmed by the District Engineer]

## **CERTIFICATE OF DISTRICT ENGINEER**

Knightsbridge Community Development District

I, **David A. Reid, P.E.**, as a professional engineer of Madden, Moorhead & Stokes, LLC, a Tennessee limited liability company, licensed to provide professional services to the public in the State of Florida under Florida Certificate of Authorization No. 38794, with offices located at 431 Horatio Ave., Suite 260, Maitland, Florida 32751 ("Madden"), 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 Madden, currently serve as District Engineer to the Knightsbridge Community Development District (the "District").

2. That the District proposes to accept from Lennar Homes, LLC, a Florida limited liability company (the "Developer") and from Parisa and Pegah Sabeti, as individuals and Co-Trustees (collectively, the "Landowner"), for ownership, operation and maintenance, certain real property described in <u>Exhibit "A"</u> 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 <u>Exhibit "A"</u> attached hereto and incorporated herein (collectively, the "Improvements"). Any real property being conveyed to the District is being transferred at only nominal cost to the District, so no review of an appraisal or similar documentation to reasonableness of purchase price or other valuation is required or being rendered.

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

4. That the Improvements were constructed, installed, and/or completed, as appropriate, in accordance with known plans, specifications, contracts and permits required and/or approved by any known governmental authorities, as applicable. I have personally viewed the Improvements and the materials deemed necessary to make the statements herein. The Improvements are in a condition acceptable for acceptance by the District.

5. That the Property and Improvements are properly permitted by the appropriate governmental entities, and that copies of the applicable plans, specifications and permits relating to the Property and Improvements, if any, that have actually been provided to Madden are being held by Madden 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 Landowner, 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 CERTIFICATE OF DISTRICT ENGINEER

Knightsbridge Community Development District

DATED:	, 2024	
Witness:		
Print:		David A. Reid, P.E.
		State of Florida License No.: <b>38794</b> on behalf of the company,
		Madden, Moorhead & Stokes, LLC
Witness:		
Print:		_

## STATE OF FLORIDA COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by **DAVID A. REID** of Madden, Moorhead & Stokes, LLC, a Tennessee limited liability company authorized to transact business in Florida, on behalf of said corporation. Said person is [] personally known to me or [] has produced a valid driver's license as identification.

Notary Public; State of Florida

(SEAL)

## EXHIBIT "A"

## DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

## **PROPERTY FROM DEVELOPER:**

Tract SW-1, according to the KNIGHTSBRIDGE PHASE 1 plat, as recorded in Plat Book 32, Page 190, Public Records of Osceola County, Florida.

Tract SW-2, according to the KNIGHTSBRIDGE PHASE 1 plat, as recorded in Plat Book 32, Page 190, Public Records of Osceola County, Florida.

Tract OS-1, according to the KNIGHTSBRIDGE PHASE 1 plat, as recorded in Plat Book 32, Page 190, Public Records of Osceola County, Florida.

Tract OS-2, according to the KNIGHTSBRIDGE PHASE 1 plat, as recorded in Plat Book 32, Page 190, Public Records of Osceola County, Florida.

Tract R-2, according to the KNIGHTSBRIDGE PHASE 1 plat, as recorded in Plat Book 32, Page 190, Public Records of Osceola County, Florida.

## PROPERTY FROM LANDOWNER:

[Legal Description for Golden Knight Boulevard to be inserted]

## **IMPROVEMENTS**

[to be provided by the District Engineer]

## ${\sf S}{\sf E}{\sf C}{\sf T}{\sf I}{\sf O}{\sf N}\;{\sf V}$

## SECTION C

## SECTION 1

## Knightsbridge Community Development District

## Summary of Check Register

February 1, 2024 through March 8, 2024

Fund	Date	Check No.'s	Amount				
General Fund							
	2/13/24	55-56	\$ 4,294.63				
	2/16/24	57	\$ 3,609.74				
	2/23/24	58-59	\$ 2,378.56				
	3/8/24	60	\$ 4,000.00				
		Total Amount	\$ 14,282.93				

AP300R *** CHECK DATES	02/01/2024 - 03	YEAR-TO-DATE /08/2024 ***	ACCOUNTS PAYA KNIGHTSBRIDGE BANK A GENERAL	BLE PREPAID/COMPUT - GENERAL FUND FUND	ER CHECK REGISTER	RUN 3/11/24	PAGE 1
CHECK VEND# DATE	DATE INVOICE	EXPENSED TO E YRMO DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT #
2/13/24 00010		202402 320-53800 CAPE MAINT FEB24	-46200		*	4,000.00	
			FRANK POLLY	SOD, INC			4,000.00 000055
		0 202402 310-51300			*	294.63	
			OSCEOLA COU	NTY PROPERTY APPRA	ISER		294.63 000056
2/16/24 00001	2/01/24 22	 202402 310-51300 EMENT FEES FEB24	-34000		*	3,333.33	
	2/01/24 22	202402 310-51300	-35200		*	100.00	
	2/01/24 22	FE ADMIN FEB24 202402 310-51300 MATION TECH FEB24			*	150.00	
	2/01/24 22	202402 310-51300 E SUPPLIES FEB24			*	.78	
	2/01/24 22	E SOPPLIES FEB24 202402 310-51300 GE FEB24	-42000		*	25.03	
		202402 310-51300	-42500		*	.60	
	COFIE		GOVERNMENTA	L MANAGEMENT SERVI	CES-		3,609.74 000057
2/23/24 00003		202401 310-51300			*	137.56	
	2/14/24 123241	AL COUNSEL JAN24 202401 310-51300			*	160.00	
	CONVE	YANCES JAN24	LATHAM, LUN	A, EDEN & BEAUDINE	LLP		297.56 000058
2/23/24 00002						2,081.00	
	NOTIC	E OF PUBLIC HEARING					0 001 00 000050
				LISHING COMPANY LL			2,081.00 000059
	LANDS	202403 320-53800 CAPE MAINT MAR24			*		
			FRANK POLLY	SOD, INC			4,000.00 000060
				TOTAL FOR	BANK A	14,282.93	
				TOTAL FOR	REGISTER	14,282.93	

KNIB KNIGHTSBRIDGE AGUZMAN

## SECTION 2

*Community Development District* 

## Unaudited Financial Reporting

January 31, 2024



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## **Community Development District**

## **Combined Balance Sheet**

January 31, 2024

	General Fund					
Assets:						
Cash:						
Operating Account	\$	116,100				
Due from Capital	\$	3,819				
Total Assets	\$	119,919				
Liabilities:						
Accounts Payable	\$	2,379				
Total Liabilites	\$	2,379				
Fund Balance:						
Unassigned	\$	117,541				
Total Fund Balances	\$	117,541				
Total Liabilities & Fund Balance	\$	119,919				

## **Community Development District**

**General Fund** 

## Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2024

	Adopted	Pror	rated Budget	Actual			
	Budget	Thr	u 01/31/24	Th	ru 01/31/24		Variance
Revenues:							
Assessments	\$ 151,677	\$	151,677	\$	151,959	\$	281
Developer Contributions	\$ 264,083	\$	5,200	\$	5,200	\$	-
Total Revenues	\$ 415,760	\$	156,877	\$	157,159	\$	281
Expenditures:							
<u>General &amp; Administrative:</u>							
Supervisor Fees	\$ 12,000	\$	4,000	\$	2,600	\$	1,400
FICA Expenditures	\$ 918	\$	306	\$	199	\$	107
Engineering	\$ 10,000	\$	3,333	\$	1,210	\$	2,123
Attorney	\$ 20,000	\$	6,667	\$	7,046	\$	(379)
Annual Audit	\$ 5,000	\$	-	\$	-	\$	-
Assessment Administration	\$ 5,000	\$	5,000	\$	5,000	\$	-
Arbitrage	\$ 900	\$	-	\$	-	\$	-
Dissemination	\$ 7,000	\$	-	\$	-	\$	-
Trustee Fees	\$ 8,142	\$	-	\$	-	\$	-
Management Fees	\$ 40,000	\$	13,333	\$	13,333	\$	-
Information Technology	\$ 1,800	\$	600	\$	600	\$	-
Website Maintenance	\$ 1,200	\$	400	\$	400	\$	-
Telephone	\$ 300	\$	100	\$	-	\$	100
Postage & Delivery	\$ 1,000	\$	333	\$	35	\$	298
Insurance	\$ 5,750	\$	5,750	\$	5,200	\$	550
Copies	\$ 1,000	\$	333	\$	2	\$	331
Legal Advertising	\$ 5,000	\$	1,667	\$	2,081	\$	(414)
Other Current Charges	\$ 2,500	\$	833	\$	162	\$	672
Office Supplies	\$ 625	\$	208	\$	1	\$	208
Travel Per Diem	\$ 660	\$	220	\$	-	\$	220
Dues, Licenses & Subscriptions	\$ 175	\$	175	\$	175	\$	-
Total General & Administrative	\$ 128,970	\$	43,259	\$	38,044	\$	5,216

## **Community Development District**

**General Fund** 

## Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2024

	Adopted Prorated Budget			Actual		
	Budget	Thru 01/31/24		Thru 01/31/24		Variance
<b>Operations &amp; Maintenance</b>						
Field Expenditures						
Property Insurance	\$ 10,000	\$	-	\$	-	\$ -
Field Management	\$ 15,000	\$	5,000	\$	-	\$ 5,000
Landscape Maintenance	\$ 119,700	\$	39,900	\$	6,000	\$ 33,900
Landscape Replacement	\$ 10,000	\$	3,333	\$	-	\$ 3,333
Pond Maintenance	\$ 8,026	\$	2,675	\$	-	\$ 2,675
Streetlights	\$ 53,064	\$	17,688	\$	-	\$ 17,688
Electric	\$ 10,000	\$	3,333	\$	-	\$ 3,333
Water	\$ 30,000	\$	10,000	\$	1,846	\$ 8,154
Sidewalk & Asphalt Maintenance	\$ 10,000	\$	3,333	\$	-	\$ 3,333
Irrigation Repairs	\$ 6,000	\$	2,000	\$	-	\$ 2,000
General Repairs & Maintenance	\$ 5,000	\$	1,667	\$	-	\$ 1,667
Stormwater Maintenance	\$ 5,000	\$	1,667	\$	-	\$ 1,667
Field Contingency	\$ 5,000	\$	1,667	\$	-	\$ 1,667
Total Operations & Maintenance	\$ 286,790	\$	92,263	\$	7,846	\$ 84,417
Total Expenditures	\$ 415,760	\$	135,523	\$	45,890	\$ 89,633
Excess (Deficiency) of Revenues over Expenditures	\$ -			\$	111,269	
Fund Balance - Beginning	\$ -			\$	6,271	
Fund Balance - Ending	\$ -			\$	117,541	

## **Community Development District**

## **Capital Projects Fund**

## Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2024

	Adopted		Prorated Budget		Actual		
	Budget		Thru 01/31/24	Th	Thru 01/31/24		Variance
Revenues:							
Developer Advancements	\$	-	\$-	\$	3,819	\$	3,819
Total Revenues	\$	-	\$-	\$	3,819	\$	3,819
Expenditures:							
Capital Outlay - Cost of Issuance	\$	-	\$-	\$	3,819	\$	(3,819)
Total Expenditures	\$	-	\$-	\$	3,819	\$	(3,819)
Excess (Deficiency) of Revenues over Expenditures	\$	-		\$	-		
Fund Balance - Beginning	\$	-		\$	-		
Fund Balance - Ending	\$	-		\$	-		

## Knightsbridge Community Development District Month to Month

	 Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments	\$ - \$	- \$	151,806 \$	152 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	151,959
Developer Contributions	\$ 5,200 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,200
Total Revenues	\$ 5,200 \$	- \$	151,806 \$	152 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	157,159
Expenditures:													
<u>General &amp; Administrative:</u>													
Supervisor Fees	\$ 600 \$	- \$	2,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,600
FICA Expenditures	\$ 46 \$	- \$	153 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	199
Engineering	\$ 401 \$	268 \$	542 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,210
Attorney	\$ 5,963 \$	(152) \$	937 \$	298 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	7,046
Annual Audit	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Assessment Administration	\$ 5,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,000
Arbitrage	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Dissemination	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Trustee Fees	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Management Fees	\$ 3,333 \$	3,333 \$	3,333 \$	3,333 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	13,333
Information Technology	\$ 150 \$	150 \$	150 \$	150 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	600
Website Maintenance	\$ 100 \$	100 \$	100 \$	100 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	400
Telephone	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Postage & Delivery	\$ 4 \$	30 \$	1 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	35
Insurance	\$ 5,200 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,200
Printing & Binding	\$ - \$	- \$	- \$	2 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2
Legal Advertising	\$ - \$	- \$	- \$	2,081 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,081
Other Current Charges	\$ 46 \$	39 \$	38 \$	38 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	162
Office Supplies	\$ 0 \$	0 \$	0 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1
Travel Per Diem	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Dues, Licenses & Subscriptions	\$ 175 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	175
Total General & Administrative	\$ 21,019 \$	3,768 \$	7,254 \$	6,003 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	38,044

## Knightsbridge Community Development District Month to Month

	Oct	Nov	Dec	Jan	Feb	М	arch	April	May	June	July	Aug	Sept		Total
<b>Operations &amp; Maintenance</b>															
Field Expenditures															
Property Insurance	\$ - \$	- \$	- \$	- \$		- \$	- \$	- \$	- \$	- \$		\$-	\$	- \$	-
Field Management	\$ - \$	- \$	- \$	- \$		- \$	- \$	- \$	- \$	- \$		\$-	\$	- \$	-
Landscape Maintenance	\$ - \$	- \$	2,000 \$	4,000 \$		- \$	- \$	- \$	- \$	- \$	-	\$-	\$	- \$	6,000
Landscape Replacement	\$ - \$	- \$	- \$	- \$		- \$	- \$	- \$	- \$	- \$		\$-	\$	- \$	-
Pond Maintenance	\$ - \$	- \$	- \$	- \$		- \$	- \$	- \$	- \$	- \$		\$-	\$	- \$	-
Streetlights	\$ - \$	- \$	- \$	- \$		- \$	- \$	- \$	- \$	- \$		\$-	\$	- \$	-
Electric	\$ - \$	- \$	- \$	- \$		- \$	- \$	- \$	- \$	- \$		\$-	\$	- \$	-
Water	\$ - \$	- \$	1,319 \$	527 \$		- \$	- \$	- \$	- \$	- \$		\$-	\$	- \$	1,846
Sidewalk & Asphalt Maintenance	\$ - \$	- \$	- \$	- \$		- \$	- \$	- \$	- \$	- \$		\$-	\$	- \$	-
Irrigation Repairs	\$ - \$	- \$	- \$	- \$		- \$	- \$	- \$	- \$	- \$		\$-	\$	- \$	-
General Repairs & Maintenance	\$ - \$	- \$	- \$	- \$		- \$	- \$	- \$	- \$	- \$		\$-	\$	- \$	-
Stormwater Maintenance	\$ - \$	- \$	- \$	- \$		- \$	- \$	- \$	- \$	- \$	-	\$-	\$	- \$	-
Field Contingency	\$ - \$	- \$	- \$	- \$		- \$	- \$	- \$	- \$	- 9	-	\$-	\$	- \$	-
Total Operations & Maintenance	\$ - \$	- \$	3,319 \$	4,527 \$		- \$	- \$	- \$	- \$	- 5	-	\$-	\$	- \$	7,846
Total Expenditures	\$ 21,019 \$	3,768 \$	10,573 \$	10,530 \$		- \$	- \$	- \$	- \$	- 5	-	\$-	\$	- \$	45,890
Excess Revenues (Expenditures)	\$ (15,819) \$	(3,768) \$	141,233 \$	(10,377) \$		- \$	- \$	- \$	- \$	- \$	-	\$-	\$	- \$	111,269

# Knightsbridge Community Development District Special Assessment Receipt Schedule

Fiscal Year 2024

									Gross Assessment Net Assessments		\$ 161,358.58 \$ 151,677.07	
	ON ROLL ASSESSMENTS									100.00%	100.00%	
Date	Distribution		Gross Amount	C	Commissions	Discount/Penalty		Interest	Net Receipts	O&M Portion	Total	
12/11/23 1/31/24	ACH ACH		\$161,358.58 \$0.00		(\$3,227.18) \$0.00	(\$6,325.05) \$0.00		\$0.00 \$152.41	,	\$151,806.35 \$152.41	\$151,806.35 \$152.41	
	TOTAL	\$	161,358.58	\$	(3,227.18)	\$ (6,325.05)	\$	152.41	\$ 151,958.76	\$151,958.76	\$ 151,958.76	
									100% Net Percent Collected 0 Balance Remaining to Collect			