Preston Cove
Community Development District

Meeting Agenda
February 22, 2024

AGENDA

Preston Cove
Community Development District

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

February 15, 2024

Board of Supervisors
Preston Cove
Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of **Preston Cove Community Development District** will be held **Thursday, February 22, 2024 at 9:00 AM at 8 Broadway, Suite 104, Kissimmee, Florida 34741.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the January 25, 2024 Board of Supervisors Meeting
4. Consideration of Temporary Construction Easement Agreement with Cap 5 Development, LLC
5. Staff Reports
    A. Attorney
        i. Discussion of South Florida Water Management District Violation
        ii. Discussion of Deed Dedication - Added
    B. Engineer
    C. District Manager's Report
        i. Check Register
        ii. Balance Sheet and Income Statement
        iii. Ratification of Series 2022 Requisitions #63-64
6. Other Business
7. Supervisors Requests
8. Adjournment

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

Sincerely,

Jeremy LeBrun

Jeremy LeBrun
District Manager

CC: District Counsel
District Engineer

Enclosures

MINUTES

MINUTES OF MEETING
PRESTON COVE
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Preston Cove Community Development District was held Thursday, **January 25, 2024** at 9:00 a.m. at 8 Broadway, Suite 104, Kissimmee, Florida.

Present and constituting a quorum:

Shaman Foradi	Chairperson
Owais Khanani	Vice Chairman
Michael Rich	Assistant Secretary
Jeff Garno	Assistant Secretary
Maria Rust *by phone*	Assistant Secretary

Also present were:

Jeremy LeBrun	District Manager, GMS
Jay Lazarovich	District Counsel, Latham Luna
Shawn Hindle	District Engineer
Jarrett Wright	GMS

FIRST ORDER OF BUSINESS **Roll Call**

Mr. LeBrun called the meeting to order. Three Board members were present in person constituting a quorum.

SECOND ORDER OF BUSINESS **Public Comment Period**

There were no members of the public present for the meeting.

**Jeff Garno joined the meeting*

THIRD ORDER OF BUSINESS **Organizational Matters**

A. Administration of Oaths of Office to Newly Elected Board Members

Mr. LeBrun administered the oath of office to Michael Rich and Jeff Garno.

B. Consideration of Resolution 2024-01 Canvassing and Certifying the Results of the Landowners' Election

Mr. LeBrun stated at the landowner's election the following votes were cast; Jeff Garno received 339 votes, Michael Rich 339 votes, and Maria Rust received 338 votes. Jeff Garno and Michael Rich will serve four-year terms and Maria Rust will sever a two-year term.

> On MOTION by Mr. Garno, seconded by Mr. Foradi, with all in favor, Resolution 2024-01 Canvassing and Certifying the Results of the Landowner's Election, was approved.

C. Election of Officers

**Shawn Hindle joined the meeting*

D. Consideration of Resolution 2024-02 Electing Officers

Mr. LeBrun stated the Board wishes to keep the same officers as is.

> On MOTION by Mr. Garno, seconded by Mr. Foradi, with all in favor, Resolution 2024-02 Electing Same Officers, was approved.

FOURTH ORDER OF BUSINESS **Approval of Minutes of the August 24, 2023 Board of Supervisors Meeting and Acceptance of the November 7, 2023 Landowners' Meeting**

Mr. LeBrun presented the minutes from the August 24, 2023 Board of Supervisors meeting and November 7, 2023 Landowner's meetings and asked for any comments or corrections. The Board had no changes to the minutes.

> On MOTION by Mr. Foradi, seconded by Mr. Garno, with all in favor, the Minutes of the August 24, 2023 Board of Supervisors Meeting and November 7, 2023 Landowner's Meeting, were approved.

FIFTH ORDER OF BUSINESS **Ratification of Fiscal Year 2024 Audit Engagement Letter with Grau & Associates**

Mr. LeBrun noted Grau has been selected as the Districts independent third-party auditor.

On MOTION by Mr. Garno, seconded by Mr. Rich, with all in favor, the Fiscal Year 2024 Audit Engagement Letter with Grau & Associates, was ratified.

**Maria Rust joined the meeting via telephone.*

SIXTH ORDER OF BUSINESS **Ratification of Data Sharing and Usage Agreement with Osceola County Property Appraiser**

Mr. LeBrun noted this agreement states the District agrees not to share any information that they receive from the Osceola County Property Appraiser.

On MOTION by Mr. Garno, seconded by Mr. Rich, with all in favor, the Data Sharing and Usage Agreement with Osceola County Property Appraiser, was ratified.

SEVENTH ORDER OF BUSINESS **Presentation of Arbitrage Rebate Calculation Report**

Mr. LeBrun stated the IRS requires the District to determine if there is any rebatable arbitrage on the bonds, basically more interest cannot be earned than paid.

On MOTION by Ms. Garno, seconded by Mr. Rich, with all in favor, the Arbitrage Rebate Calculation Report, was approved.

EIGHTH ORDER OF BUSINESS **Consideration of Fiscal Year 2024 Deficit Funding Agreement with Elevation Preston Cove, LLC**

Mr. LeBrun stated these are shortfall agreements and only come into play if the revenue generated from the assessments won't cover the operating expenses for the District. He noted the on roll assessments are anticipated to fully cover the expenses of the District and anything that is not covered will be covered by the Developer Funding Shortfall Agreement. Mr. Lazarovich stated there will be two agreements, a pro rata share between Elevation Preston Cove and Starlight Homes Florida.

> On MOTION by Ms. Garno, seconded by Mr. Rich, with all in favor, the Fiscal Year 2024 Deficit Funding Agreement with Elevation Preston Cove, LLC, was approved.

NINTH ORDER OF BUSINESS **Consideration of Fiscal Year 2024 Deficit Funding Agreement with Starlight Homes Florida, LLC**

Mr. LeBrun stated this is with Starlight Homes Florida, LLC to fund the other part of the share.

> On MOTION by Mr. Garno, seconded by Mr. Rich with all in favor, the Fiscal Year 2024 Deficit Funding Agreement with Starlight Homes Florida, LLC, was approved.

TENTH ORDER OF BUSINESS **Consideration of Resolution 2024-03 Amending the Imposition of Special Assessments for Fiscal Year 2024**

Mr. LeBrun stated this resolution will allow the District to enter into a Deficit Funding Agreement with the developer for the actual expenses for FY2024 so this is changing to a Developer Funding Agreement as the next collection method for FY2024. This item is only contingent if both of the previous Developer Funding Agreements are fully signed and executed then this one will come into play.

> On MOTION by Mr. Garno, seconded by Mr. Rich, with all in favor, Resolution 2024-03 Amending the Imposition of Special Assessments for Fiscal Year 2024 with the condition that both Deficit Funding Agreements are Fully Approved and Executed, was approved.

ELEVENTH ORDER OF BUSINESS **Consideration of Resolution 2024-04 Approving Amendments to the Adopted Budget for Fiscal Year 2024**

Mr. LeBrun stated since the funding method for the District was just changed, the budget has to reflect that change. This resolution makes those changes to the Fiscal Year 2024 budget which is required by statute.

On MOTION by Mr. Garno, seconded by Mr. Rich, with all in favor, Resolution 2024-04 Approving Amendments to the Adopted Budget for Fiscal Year 2024, was approved.

TWELFTH ORDER OF BUSINESS Staff Reports

A. Attorney

Mr. Lazarovich stated no major updates for the Board.

B. Engineer

Mr. Hindle had nothing to report.

C. District Manager's Report

i. Balance Sheet and Income Statement

Mr. LeBrun presented the unaudited financials through November 30, 2023. There is no action required by the Board.

ii. Ratification of Series 2022 Requisitions #60-62

Mr. LeBrun asked for Ratification of Series 2022 Requisitions #60-62.

On MOTION by Mr. Garno, seconded by Mr. Rich, with all in favor, the Series 2022 Requisitions #60-62, were ratified.

iii. Consideration of Funding Requests #30-35

Mr. LeBrun asked the Board to approve funding requests #30-35.

On MOTION by Ms. Garno, seconded by Mr. Rich, with all in favor, Funding Requests #30-35, were approved.

THIRTEENTH ORDER OF BUSINESS Other Business

There being no comments, the next item followed.

FOURTEENTH ORDER OF BUSINESS Supervisors Requests

There being no comments, the next item followed.

FIFTEENTH ORDER OF BUSINESS **Adjournment**

Mr. LeBrun adjourned the meeting.

On MOTION by Mr. Garno, seconded by Mr. Rich, with all in favor, the meeting was adjourned.

_____ _____

Secretary/Assistant Secretary Chairman/Vice Chairman

SECTION 4

Prepared By and Return To:

Troy Finnegan, Esq.
Akerman LLP
420 South Orange Avenue
Suite 1200
Orlando, Florida 32801

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (this "Easement") is made and granted this _____ day of_____, 2024 (the "Effective Date"), from PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida (the "District" or "Grantor"), whose mailing address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, to CAP 5 DEVELOPMENT, LLC, an Ohio limited liability company ("Grantee"), whose mailing address is 3601 Rigby Road, Suite 300, Miamisburg, Ohio 45342.

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey to Grantee, and its successors, assigns, agents, employees, contractors, and subcontractors (as may exist from time to time), a temporary access and construction easement on, upon, over, under, through and across that certain real property located in Osceola County, Florida, being more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Easement Area"), for the purposes of pedestrian and vehicular ingress, egress, and regress, and for constructing improvements within the Easement Area and the public right-of-way of Preston Cove Drive and Jones Road (the "Work") as reflected on the plans attached hereto as Exhibit "B" and incorporated herein by this reference (the "Plans").

TO HAVE AND TO HOLD said easement unto Grantee and its assigns forever, subject to the terms and conditions set forth hereinbelow.

1. This Easement shall automatically terminate twelve (12) months after the Effective Date.

2. Grantee by its acceptance hereof covenants and agrees to indemnify the Grantor and its agents, contractors, employees, tenants, tenants' agents, or invitees and hold them harmless from any and all claims for personal injuries, death, or property damage, and any liens, liabilities, losses, damages, demands, charges, or expenses whatsoever, including, but not limited to, attorneys' fees, which arise out of, in connection with, or by reason of the Grantee's exercise of its rights under this Easement, except such loss or damage as may result from the negligence or willful acts of the Grantor or its agents, contractors, employees, tenants, tenants' agents, or

invitees. Grantee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Easement, as to events which occurred prior to such expiration or termination.

3. In the event that Grantee, their respective employees, agents, assignees and/ or contractors (or their subcontractors, employees, materialmen or independent contractors) cause damage to the Easement Area or any of the improvements located within the Easement Area or causes damage to Grantor's other property or any improvements located thereon, in the exercise of the easement rights granted herein, Grantee, at Grantee's sole cost and expense, agrees to commence and diligently pursue the restoration of the same and the improvements so damaged to as nearly as practical to the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, irrigation systems, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures, within thirty (30) days after receiving written notice of the occurrence of any such damage. Grantee shall allow no lien to attach to the Easement Area or any improvements located on said property or Grantor's other property arising out of work performed by, for, or on behalf of Grantee. In the event Grantee does not fully repair damages under this Easement within the thirty (30) day period specified herein, Grantee hereby consents to Grantor repairing such damage at the sole cost of the Grantee, including fees for administration, interest charges, as applicable and Grantor shall have the right to terminate this Easement and Grantee shall be liable for remedial action taken by Grantor.

4. In the event of any dispute hereunder or of any action to interpret or enforce this Easement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether incurred before, during or after trial or upon any appellate level, or in any administrative proceeding, in arbitration, mediation or any proceeding in bankruptcy or insolvency.

5. The rights and obligations described herein are intended as, and shall be, covenants running with the land with respect to the Easement Area and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Grantor represents and warrants to Grantee that Grantor is the owner of fee simple title to the Easement Area and has the right to grant this Easement to Grantee.

7. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) one (1) day after depositing with a nationally recognized overnight courier service, or (ii) three (3) days after depositing with the United States Mail, certified, return receipt requested, to the address listed above or to such other address as either party may from time to time designate by written notice in accordance with this paragraph.

8. Grantee agrees that they have current property and liability insurance and they shall ensure all contractors retained for the Work are insured and licensed, as applicable.

9. A default by any party under this Easement shall entitle any other to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

10. Grantee understands and agrees that all documents of any kind provided to the District or to District Staff in connection with this Easement are public records and are to be treated as such in accordance with Florida law.

11. The invalidity or unenforceability of any one or more provisions of this Easement shall not affect the validity or enforceability of the remaining portions of this Easement, or any part of this Easement not held to be invalid or unenforceable.

12. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

13. Amendments to and waivers of the provisions contained in this Easement may be made only by an instrument in writing which is executed by all parties hereto.

14. Grantor makes no representations, statements, warranties, or agreements to Grantee in connection with this Easement or the Easement Area. This Easement embodies the entire understanding of the parties hereto, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. Notwithstanding anything to the contrary set forth in this Easement, Grantee acknowledges and agrees that Grantee's (and Grantee's contractors') use of the Easement Area is at its own risk and neither Grantor nor Grantor's agents shall have any liability or obligation for or with respect to any loss or damage to any of Grantee's property arising out of or related to Grantor's or the Grantor's agents' use of or activities within the Easement Area.

15. This Easement shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue for all actions and proceeding arising out of this Easement shall be in the courts in and for Osceola County, Florida. THE PARTIES EXPRESSLY AND VOLUNTARILY WAIVE ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY MATTERS ARISING UNDER AND/OR IN CONNECTION WITH THIS EASEMENT AND/OR THE EASEMENT AREA.

16. Nothing in this Easement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

IN WITNESS WHEREOF, Grantor has caused this Easement to be executed as of the day and year first written above.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[Signature Page to Temporary Construction Easement]

WITNESSES:

Witness 1

_____
Print Name:_____
Mailing Address:
_____
_____

Witness 2

_____
Print Name:_____
Mailing Address:
_____
_____

GRANTOR:

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT, a community development district formed pursuant to Chapter 190, Florida Statutes

By:
_____
Print Name: Owais Khanani
Title: Vice Chairman
Mailing Address:
_____
_____

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 Owais Khanani as Vice Chairman of PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT, a community development district formed pursuant to Chapter 190, Florida Statutes, on behalf of the district, who ☐ is personally known to me or ☐ has produced_____as identification.

[Notary Seal]

_____
Signature of Notary Public - State of Florida

_____
Name typed, printed, or stamped

My Commission Expires:_____

[SIGNATURES CONTINUE ON NEXT PAGE]

[Signature Page to Temporary Construction Easement]

WITNESSES:

Witness 1

_____
Print Name:_____
Mailing Address:
_____
_____

Witness 2

_____
Print Name:_____
Mailing Address:
_____
_____

STATE OF _____
COUNTY OF _____

GRANTEE:

CAP 5 DEVELOPMENT, LLC, an Ohio limited liability company

By:
_____
Print Name: _____
Title: _____
Mailing Address:
_____
_____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this_____day of_____, 2024, by _____ as _____ of CAP 5 DEVELOPMENT, LLC, an Ohio limited liability company, on behalf of the company, who ☐ is personally known to me or ☐ has produced _____as identification.

[Notary Seal]

_____
Signature of Notary Public - State of _____

_____
Name typed, printed, or stamped

My Commission Expires:_____

EXHIBIT "A"

Easement Area

Tracts 38, 39, 51, and 58, and Alleys 1 and 7, according to the PRESTON COVE PHASE 1 AND 2 plat, as recorded in Plat Book 33, Page 80, Public Records of Osceola County, Florida.

EXHIBIT "B"

Plans

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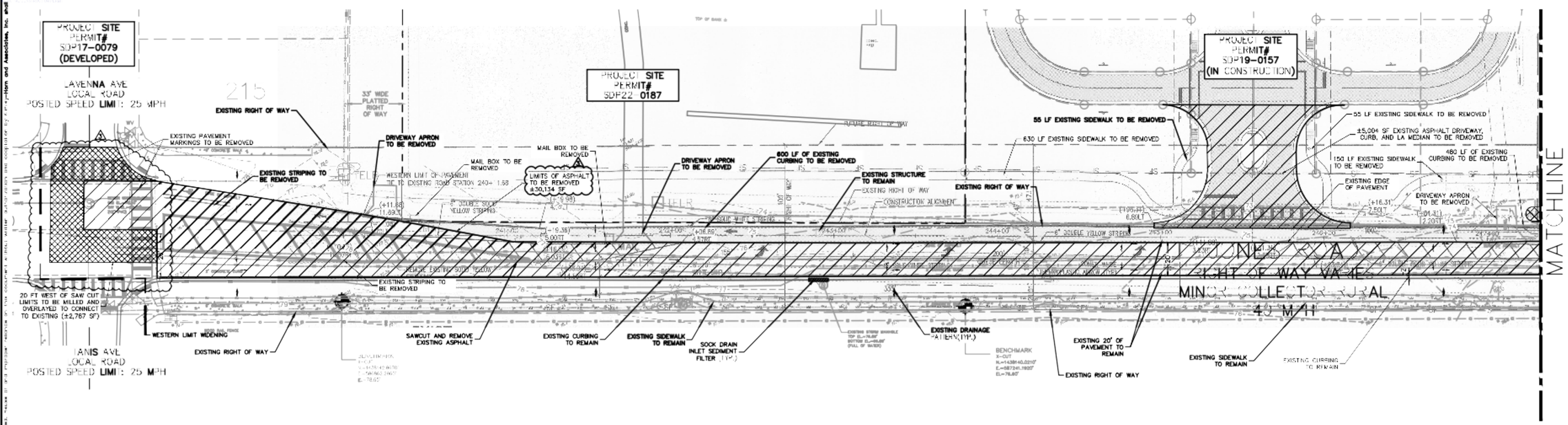
[PLANS FOLLOW]

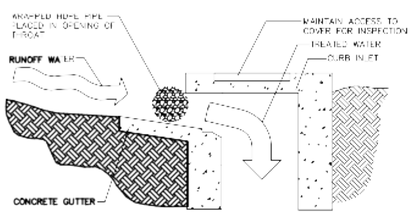
PROPERTY LINE
RIGHT OF WAY
WOOD FENCE
EXISTING ELEVATION CONTOUR
EXISTING RECLAIM WATER
EXISTING POWER POLE
EXISTING DRAINAGE MANHOLE
EXISTING SITE DRAINAGE FLOW
TO BE MILLED AND OVERLAYED TO CONNECT TO EXISTING

GRAPHIC SCALE IN FEET
0 15 30 60

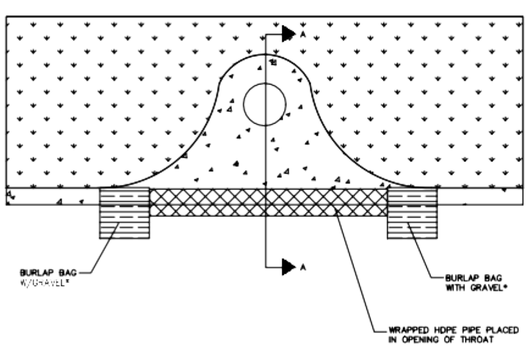
NORTH

NOTES:
1. ALL EXISTING UNDERGROUND UTILITIES TO REMAIN.
2. THE CONTRACTOR SHALL LOCATE AND MARK ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
3. EXISTING CONDITIONS ARE BASED ON THE SPD19-0157

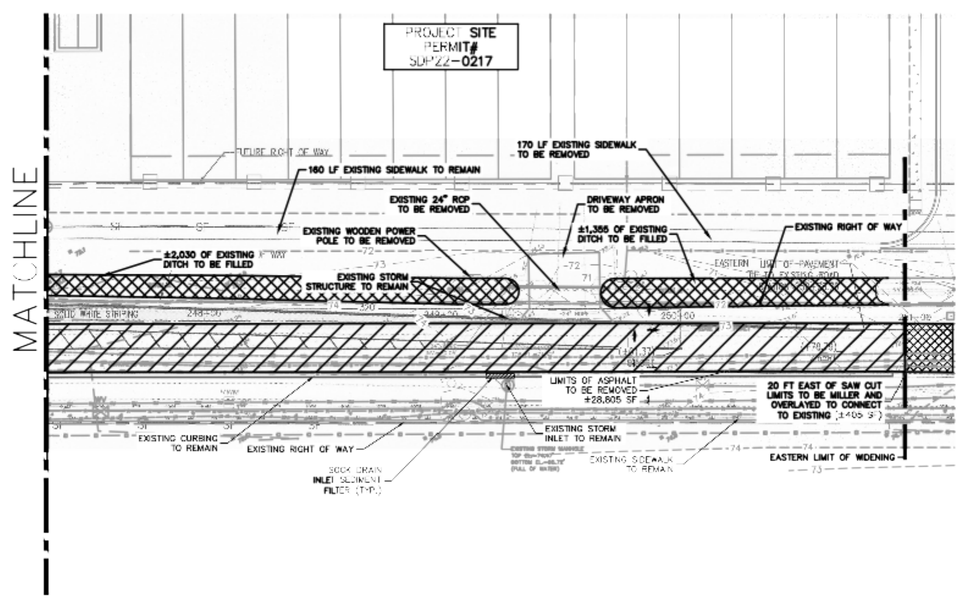




SECTION A-A
* GRAVEL SHALL BE 2"-3" CLEAN STONE



SOCK DRAIN INLET SEDIMENT FILTER
NTS



No.	REVISIONS	DATE	BY
3	PER OSCEOLA COUNTY COMMENTS	06/28/22	MMM
2	PER OSCEOLA COUNTY COMMENTS	06/02/22	MMM
1	PER OSCEOLA COUNTY COMMENTS	03/29/22	CEF

Kimley»Horn
2022 KIMLEY-HORN AND ASSOCIATES, INC.
189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35169

LICENSED PROFESSIONAL ENGINEER
CHRISTOPHER STOCKTON
STATE OF FLORIDA
PROFESSIONAL ENGINEER
74052

KHA PROJECT 074-150101
DATE 8/22/22
SCALE AS SHOWN
DESIGNED BY CAL
DRAWN BY CAL
CHECKED BY CEF

EXISTING CONDITIONS & DEMO PLAN

BRIDGE POINT: JONES ROAD IMPROVEMENT

SHEET NUMBER
C2.0

SDP23-0223

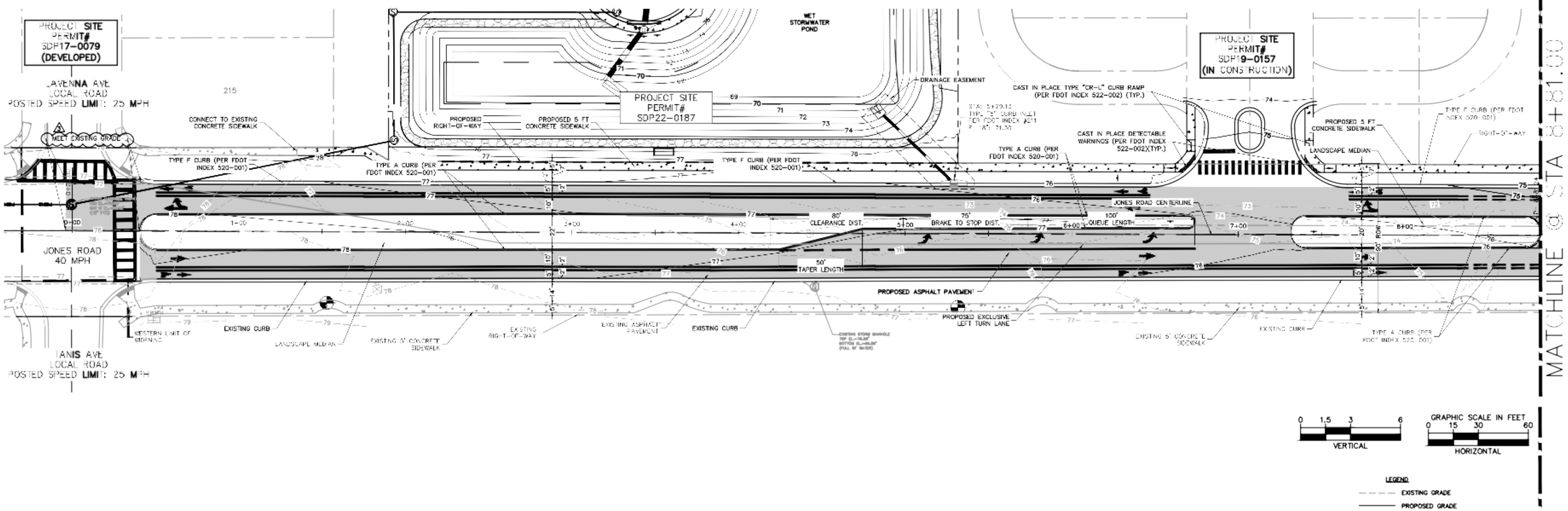
743518809-4

NOTES:
1. VARIABLE MESSAGE BOARD WILL TO BE INSTALLED AT LEAST ONE WEEK PRIOR TO BEGINNING OF CONSTRUCTION OF OFFSITE IMPROVEMENTS WITHIN COUNTY RIGHT-OF-WAY

GRAPHIC SCALE IN FEET 0 15 30 60

NORTH

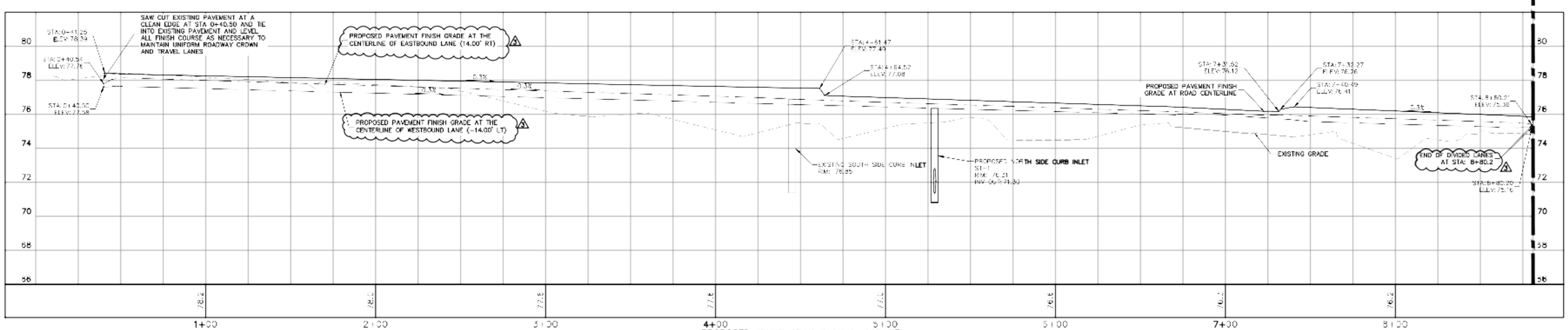
LEGEND
- PROPOSED ASPHALT
- PROPOSED CONCRETE SIDEWALK
- LIMIT OF WIDENING



0 1.5 3 6 VERTICAL

GRAPHIC SCALE IN FEET 0 15 30 60 HORIZONTAL

LEGEND
- EXISTING GRADE
- PROPOSED GRADE



PROPOSED JONES ROAD PLAN & PROFILE
DESIGN SPEED = 40 MPH

No.	REVISIONS	DATE	BY
3	PER OSCEOLA COUNTY COMMENTS	06/28/22	MMM
2	PER OSCEOLA COUNTY COMMENTS	06/02/22	MMM
1	PER OSCEOLA COUNTY COMMENTS	03/29/22	CEF

Kimley»Horn
2022 KIMLEY-HORN AND ASSOCIATES, INC.
189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL ENGINEER CHRISTOPHER E. FOSTER STATE OF FLORIDA No. 74057

KHA PROJECT 074-152101
DATE 9/20/22
SCALE AS SHOWN
DESIGNED BY CAL
DRAWN BY CAL
CHECKED BY CEF

ROADWAY PLAN & PROFILE

BRIDGE POINT: JONES ROAD IMPROVEMENT

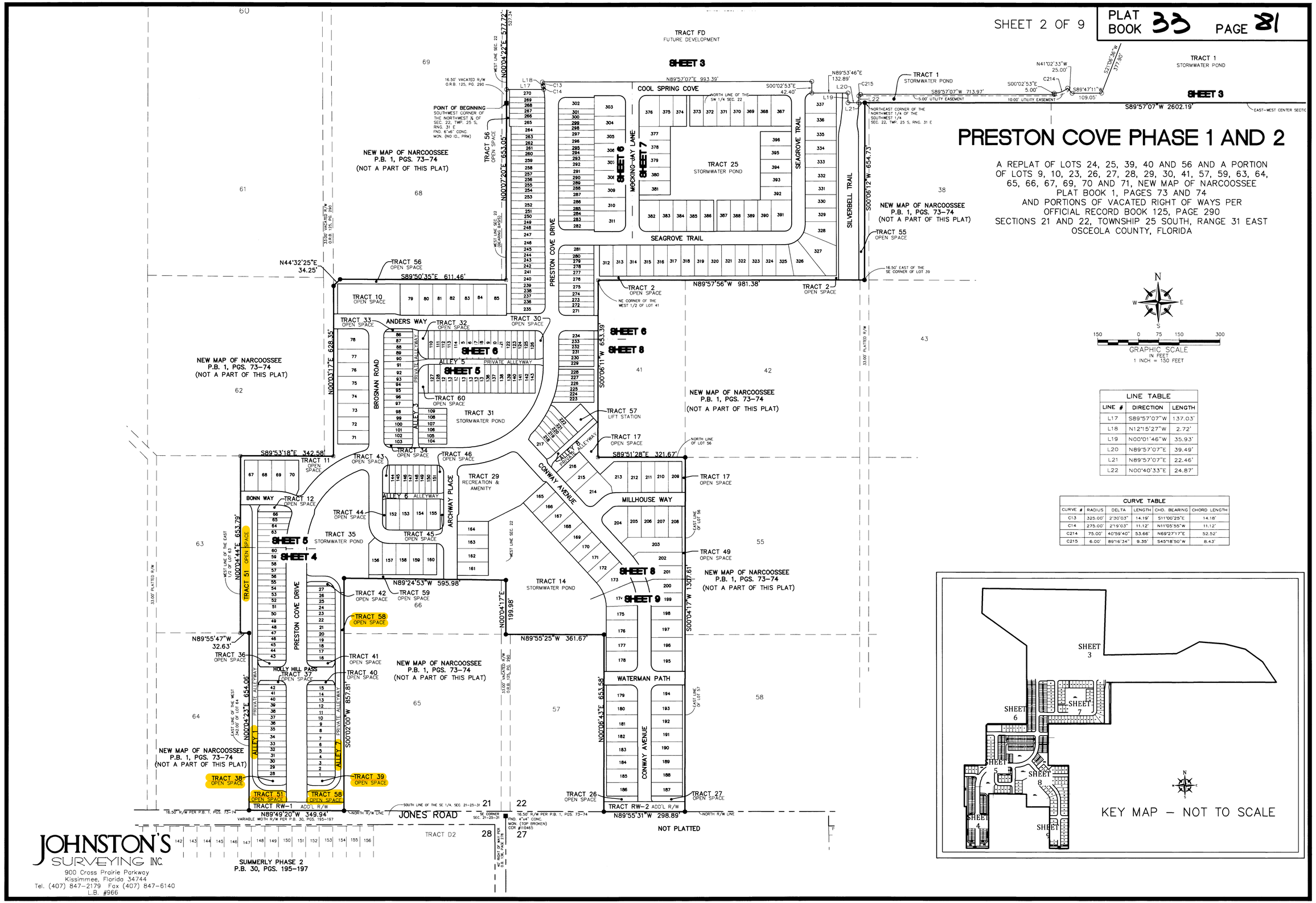
SHEET NUMBER
C3.0

SDP22-0187

745180 9-4

PRESTON COVE PHASE 1 AND 2

A REPLAT OF LOTS 24, 25, 39, 40 AND 56 AND A PORTION OF LOTS 9, 10, 23, 26, 27, 28, 29, 30, 41, 57, 59, 63, 64, 65, 66, 67, 69, 70 AND 71, NEW MAP OF NARCOOSSEE PLAT BOOK 1, PAGES 73 AND 74 AND PORTIONS OF VACATED RIGHT OF WAYS PER OFFICIAL RECORD BOOK 125, PAGE 290 SECTIONS 21 AND 22, TOWNSHIP 25 SOUTH, RANGE 31 EAST OSCEOLA COUNTY, FLORIDA



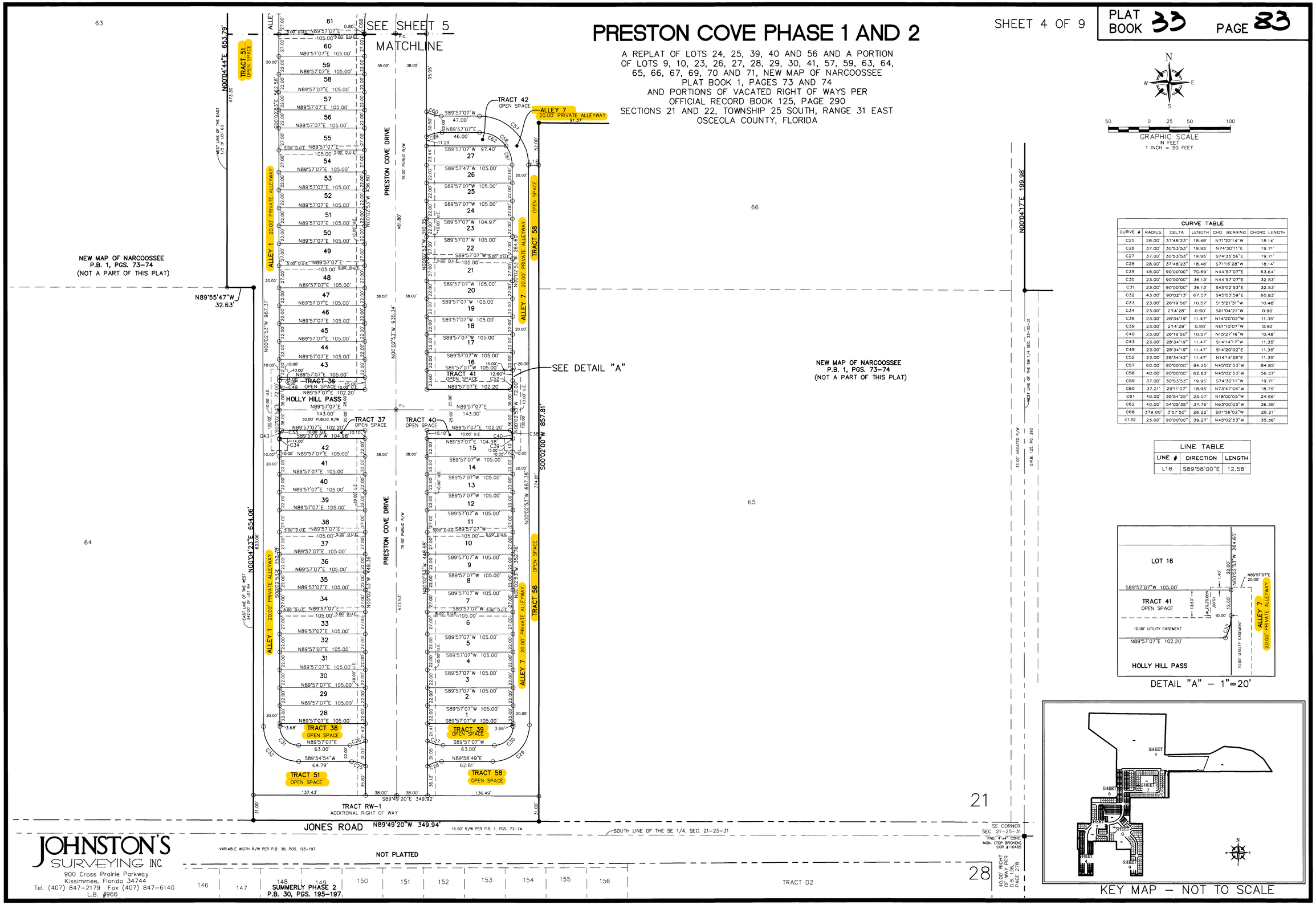
LINE TABLE		
LINE #	DIRECTION	LENGTH
L17	S89°57'07"W	137.03'
L18	N12°15'27"W	2.72'
L19	N00°01'46"W	35.93'
L20	N89°57'07"E	39.49'
L21	N89°57'07"E	22.46'
L22	N00°40'33"E	24.87'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C13	325.00'	2°30'03"	14.19'	S11°00'25"E	14.18'
C14	275.00'	2°19'03"	11.12'	N11°05'55"W	11.12'
C214	75.00'	40°59'40"	53.66'	N69°27'17"E	52.52'
C215	6.00'	89°16'34"	9.35'	S45°18'50"W	8.43'

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140
L.B. #966

PRESTON COVE PHASE 1 AND 2

A REPLAT OF LOTS 24, 25, 39, 40 AND 56 AND A PORTION OF LOTS 9, 10, 23, 26, 27, 28, 29, 30, 41, 57, 59, 63, 64, 65, 66, 67, 69, 70 AND 71, NEW MAP OF NARCOOSSEE
PLAT BOOK 1, PAGES 73 AND 74
AND PORTIONS OF VACATED RIGHT OF WAYS PER
OFFICIAL RECORD BOOK 125, PAGE 290
SECTIONS 21 AND 22, TOWNSHIP 25 SOUTH, RANGE 31 EAST
OSCEOLA COUNTY, FLORIDA



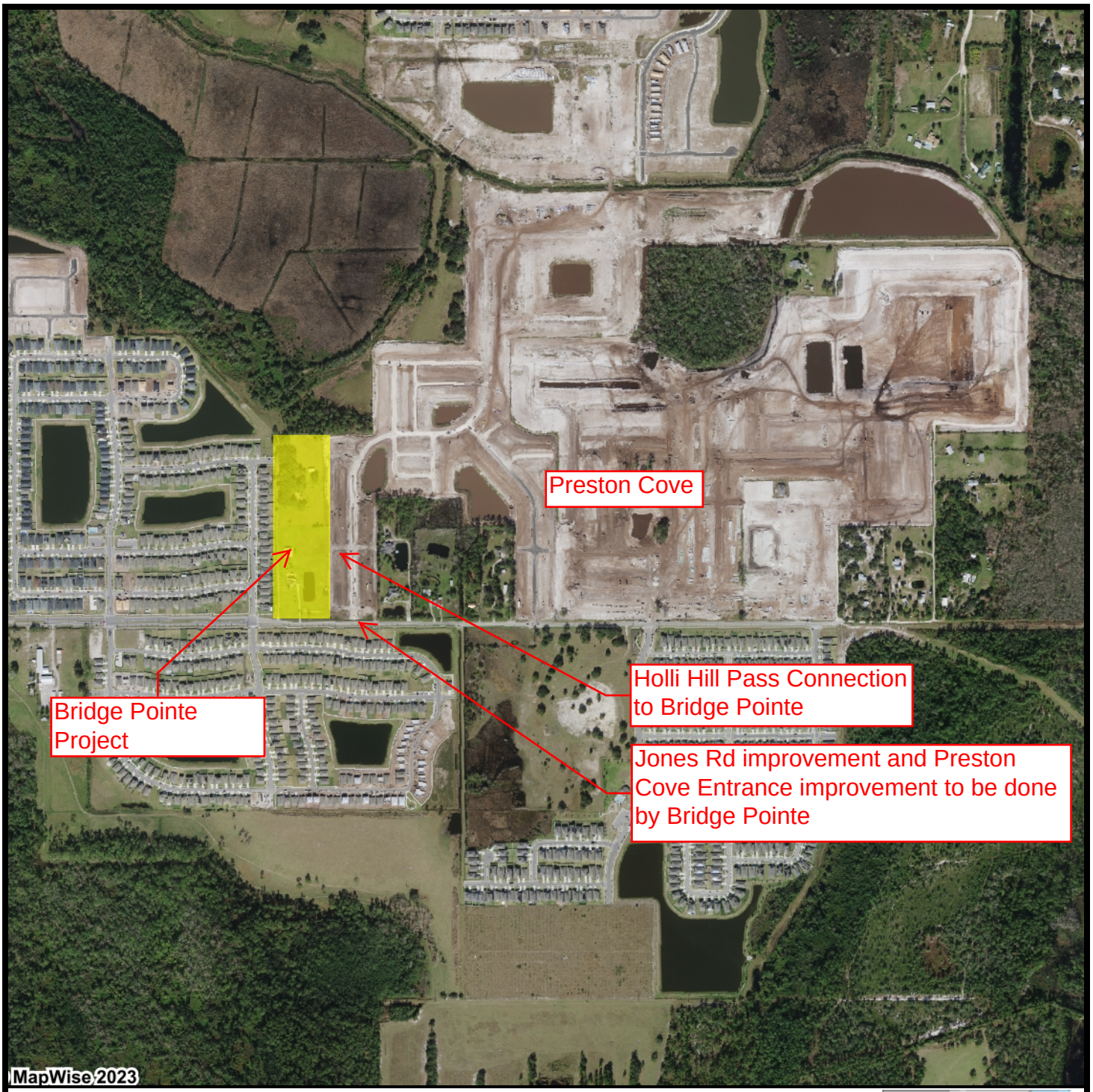
CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C25	28.00'	37°48'23"	18.48'	N71°22'14"W	18.14'
C26	37.00'	30°53'53"	19.95'	N74°30'11"E	19.71'
C27	37.00'	30°53'53"	19.95'	S74°35'56"E	19.71'
C28	28.00'	37°48'23"	18.48'	S71°16'28"W	18.14'
C29	45.00'	90°00'00"	70.69'	N44°57'07"E	63.64'
C30	23.00'	90°00'00"	36.13'	N44°57'07"E	32.53'
C31	23.00'	90°00'00"	36.13'	S45°02'53"E	32.53'
C32	43.00'	90°02'13"	67.57'	S45°03'59"E	60.83'
C33	23.00'	26°19'50"	10.57'	S15°21'31"W	10.48'
C34	23.00'	2°14'28"	0.90'	S01°04'21"W	0.90'
C38	23.00'	28°34'19"	11.47'	N14°20'02"W	11.35'
C39	23.00'	2°14'28"	0.90'	N01°10'07"W	0.90'
C40	23.00'	26°19'50"	10.57'	N15°27'16"W	10.48'
C43	23.00'	28°34'19"	11.47'	S14°14'17"W	11.35'
C49	23.00'	28°34'19"	11.47'	S14°20'02"E	11.35'
C52	23.00'	28°34'42"	11.47'	N14°14'28"E	11.35'
C57	60.00'	90°00'00"	94.25'	N45°02'53"W	84.85'
C58	40.00'	90°00'00"	62.83'	N45°02'53"W	56.57'
C59	37.00'	30°53'53"	19.95'	S74°30'11"W	19.71'
C60	37.21'	29°11'07"	18.95'	N73°47'06"W	18.75'
C61	40.00'	35°54'25"	25.07'	N18°00'05"W	24.66'
C62	40.00'	54°05'35"	37.76'	N63°00'05"W	36.38'
C68	379.00'	3°57'50"	26.22'	S01°56'02"W	26.21'
C132	25.00'	90°00'00"	39.27'	N45°02'53"W	35.36'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L18	S89°58'00"E	12.58'

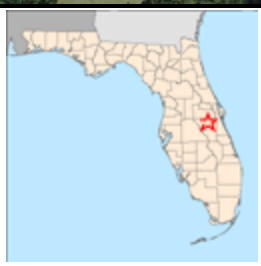
DETAIL "A" – 1"=20'

KEY MAP – NOT TO SCALE

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140
L.B. #966



Selected Custom Parcels
County Boundaries



0 570 1140 1710 ft

SECTION 5

SECTION A

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

MICHAEL J. BEAUDINE
JAN ALBANESE CARPENTER
LAUREN M. COLELLA
DANIEL H. COULTOFF
SARAH M. DINON
JENNIFER S. EDEN
DOROTHY F. GREEN
BRUCE D. KNAPP
PETER G. LATHAM

201 SOUTH ORANGE AVENUE, SUITE 1400
ORLANDO, FLORIDA 32801
POST OFFICE BOX 3353
ORLANDO, FLORIDA 32802
TELEPHONE: (407) 481-5800
FACSIMILE: (407) 481-5801
WWW.LATHAMLUNA.COM

JAY E. LAZAROVICH
MARC L. LEVINE
JUSTIN M. LUNA
LORI T. MILVAIN
BENJAMIN R. TAYLOR
CHRISTINA Y. TAYLOR
KRISTEN E. TRUCCO
DANIEL A. VELASQUEZ

DIRECT DIAL: (407) 481-5842
EMAIL JLAZAROVICH@LATHAMLUNA.COM

February 7, 2024

U.S. Certified Mail Return Receipt Requested
Elevation Preston Cove LLC
189 S. Orange Avenue, Suite 1550,
Orlando, FL 32801
Attention: Owais Khanani

Re: SFWMD Notice of Violation for Unauthorized Works, Unauthorized Dewatering and Water Quality Violation – Enforcement Case No. 23328 – ERP No. 49-102591-P (Sunbridge Creek Dewatering)
Preston Cove Community Development District

Dear Mr. Khanani,

Please be advised that we represent the Preston Cove Community Development District (the "District"). The District received the South Florida Water Management District's ("SFWMD") "Notice of Violation for Unauthorized Works, Unauthorized Dewatering and Water Quality Violation," dated January 26, 2024, regarding alleged water quality violations, unauthorized dewatering, unauthorized construction and ERP violations (the "Notice"). A copy of the Notice is enclosed.

After reviewing the public records, it appears the subject violation occurred in Tract FD, according to the Preston Cove Phase 1 & 2 plat, as recorded in Plat Book 33, Page 80, Public Records of Osceola County, Florida ("the Property"). The Property is currently owned by Elevation Preston Cove LLC ("Elevation") and the District is the intended future owner and operating entity for the Property on which the stormwater system is to be constructed. The District is not involved in the construction or permitting of the improvements on the Property, nor does the District have a contractual relationship with Mack Contracting. Following the District Engineer's review of the Property and meeting with the Contractor, the stormwater system is in the beginning of the process of being converted to operation status, following resolution of several maintenance items which the Contractor is in the process of addressing. The conversion cannot happen until any outstanding violations have been resolved.

The District was named in the Notice and has subsequently responded to SFWMD. Elevation, as the primary developer of the lands within the District, and in accordance with the various funding and completion agreements executed by Elevation, shall take all necessary remedial actions to bring the Property into compliance with SFWMD and any other governmental entities and refrain from any further

violations. Should the District be fined by SFWMD, the District shall pursue its rights for reimbursement and costs against Elevation for the violations described in the Notice.

Please contact us or the District Engineer, Shawn Hindle at Hanson Walter & Associates, if you have questions or need further information.

Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any of the District's rights or remedies under applicable law with respect to the Notice against Elevation. To the contrary, all rights and remedies are expressly reserved and preserved by the District.

Please govern yourself accordingly,

/s/ Jay E. Lazarovich

Jay E. Lazarovich, Esq.

Enclosure
cc: Shawn Hindle, Hanson Walter & Associates – District Engineer
George Flint, Governmental Management Services- Central Florida, LLC – District Manager
Jeremy LeBrun, Governmental Management Services- Central Florida, LLC – District Manager

January 26, 2024

Owais Khanani
Elevation Preston Cove, LLC
189 S Orange Ave Ste 1550-S
Orlando, FL 32801
CERTIFIED MAIL NO. 7013 3020 0000 9388 4622

Delivered via email

David V Auld
D R Horton Inc
1341 Horton Circle
Arlington, TX 76011
CERTIFIED MAIL NO. 7013 3020 0000 9388 4615
See Distribution List for Additional Recipients

Subject: Sunbridge Creek Dewatering
Notice of Violation for Unauthorized Works, Unauthorized Dewatering and Water Quality Violation
Enforcement Case No. 23328
Environmental Resource Permit (ERP) No. 49-102591-P
Osceola County

Dear Messrs. Khanani, Auld, Sawyer and Foradi:

As discussed with South Florida Water Management District (District) staff and Brian LeClair with Mack Contracting on November 15, 2023, this correspondence is to provide notification that inspections conducted on November 15, 2023 and December 13, 2023 indicate that unauthorized dewatering and construction has occurred at the properties noted in the enclosed location map. Violations of State water quality standards have occurred as a result of unauthorized activities associated with the above-referenced project.

Rules 62-302.500 and 62-302.503, Florida Administrative Code (FAC), establish acceptable State water quality standards. Additionally, Section 373.430(1)(b), 373.413, and 373.416 Florida Statutes (FS) require that an Environmental Resource Permit (ERP) be obtained from the District prior to constructing or operating stormwater management systems, ditches, culverts, structures, filling, excavation, or other construction that connects to, draws water into, or is placed in or across waters in the State, under the definition of works in Section 373.403(5), FS. Section 373.219, FS requires that a Consumptive Use Permit (CUP) be obtain from the District prior to conducting dewatering activities which discharges water offsite. The following activities are causing or have caused water quality degradation and require a ERP and CUP:

1. Water Quality Violation: Elevation Preston Cove LLC has caused a violation of State water quality standards as a result of discharging turbid water, which exceeded 29 Nephelometric Turbidity Units (NTUs) above background levels;

2. Unauthorized Dewatering: Elevation Preston Cove LLC has conducted unauthorized

dewatering which resulted in the above referenced water quality violation;

3. Unauthorized Construction: Elevation Preston Cove LLC, Preston Cove Community Development District, Starlight Homes Florida LLC, and DR Horton Inc. have conducted unauthorized construction on their respective properties; and

4. ERP Violation: Jones at Nona LLC, as permittee of ERP No. 49-102591-P, has violated General Condition No. 12b of the ERP by failing to notify the District in writing within 30 days of the conveyance, division of ownership, or control of the property subject to the above referenced ERP.

As a result of this violation, the District will seek civil penalties, recovery of staff investigative costs and may require restoration of the affected area. The specific terms for resolution of this violation will be forwarded to you after your response to this Notice. The District is authorized under Section 373.129, FS, to seek civil penalties and to recover costs such as staff investigative time and attorneys fees.

Please respond, in writing, within ten (10) days of receipt of this letter with your intentions regarding this matter.

If you have any questions or require additional assistance, please contact Ryan Higgins at (407) 858-6100 x3573 or via email at rhiggins@sfwmd.gov.

Sincerely,

Natalie Cole

Natalie Cole
Administrator, Environmental Resource Bureau

eEnclosures: Location Map (49-02772-W_SiteMap_20231213.PDF)
Photo Exhibit (WU - Photo Exhibit_49-02772-W_20231116.pdf)
Photo Exhibit (WU_PhotoExhibit__49-02772-W_20231214.pdf)
Filing a Permit Transfer (Filing a Permit Transfer)
Form 62-330.340(1) Request Transfer Permit (Form 62-330.340(1))

c: Craig Zetwo, Hanson Walter & Associates (E-Mail)
Tricia Adams, Preston Cove Community Development District (E-Mail)

This document is filed in the eEnforcement system under Enforcement Case Number 23328

Distribution List

Owais Khanani
Jones at Nona LLC
189 S Orange Avenue Suite 1550
Orlando , FL 32801
CERTIFIED MAIL NO. 7013 3020 0000 9388 4639

Zack Sawyer
Starlight Homes Florida, LLC
1064 Greenwood Blvd Suite 124
Lake Mary , FL 32746
CERTIFIED MAIL NO. 7013 3020 0000 9388 4608

Shaman Foradi ***Delivered via email***
Preston Cove Community Development District
219 E Livingston Street
Orlando , FL 32801
CERTIFIED MAIL NO. 7013 3020 0000 9388 4592

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

MICHAEL J. BEAUDINE
JAN ALBANESE CARPENTER
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CHRISTINA Y. TAYLOR
KRISTEN E. TRUCCO
DANIEL A. VELASQUEZ

DIRECT DIAL: (407) 481-5842
EMAIL JLAZAROVICH@LATHAMLUNA.COM

February 7, 2024

U.S. Certified Mail Return Receipt Requested
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, FL 33406
Attention: Natalie Cole and Ryan Higgins

Re: Response to Notice of Violation for Unauthorized Works, Unauthorized Dewatering and Water Quality Violation – Enforcement Case No. 23328 – ERP No. 49-102591-P (Sunbridge Creek Dewatering)
Preston Cove Community Development District

Dear Ms. Cole and Mr. Higgins,

Please be advised that we represent the Preston Cove Community Development District (the "District"). The District is in receipt of the South Florida Water Management District's ("SFWMD") "Notice of Violation for Unauthorized Works, Unauthorized Dewatering and Water Quality Violation," dated January 26, 2024, regarding alleged water quality violations, unauthorized dewatering, unauthorized construction and ERP violations (the "Notice"). A copy of the Notice is enclosed.

The District is a community development district created under Chapter 190 of the Florida Statutes. It is our understanding, the subject violation occurred in Tract FD, according to the Preston Cove Phase 1 & 2 plat, as recorded in Plat Book 33, Page 80, Public Records of Osceola County, Florida ("the Property"). The Property is currently owned by Elevation Preston Cove LLC (the "Developer") and the District is the intended future owner and operating entity for the Property on which the stormwater system is to be constructed. The District is not involved in the construction or permitting of the improvements on the Property, nor does the District have a contractual relationship with Mack Contracting. Following the District Engineer's review of the Property and meeting with the Contractor, the stormwater system is in the beginning of the process of being converted to operation status, following resolution of several maintenance items which the Contractor is in the process of addressing. The conversion cannot happen until any outstanding violations have been resolved.

Pursuant to the Notice, the District is providing this response to alert SFWMD of the District's status as intended future owner and operating entity for the Property and the District will cooperate with SFWMD's investigation into this violation.

Please contact us or the District Engineer, Shawn Hindle at Hanson Walter & Associates, if you have questions or need further information.

Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any of the District's rights or remedies under applicable law with respect to the Notice. To the contrary, all rights and remedies are expressly reserved and preserved by the District.

Sincerely,

/s/ Jay E. Lazarovich

Jay E. Lazarovich, Esq.

Enclosure
cc: Shawn Hindle, Hanson Walter & Associates – District Engineer
George Flint, Governmental Management Services- Central Florida, LLC – District Manager
Jeremy LeBrun, Governmental Management Services- Central Florida, LLC – District Manager

January 26, 2024

Owais Khanani
Elevation Preston Cove, LLC
189 S Orange Ave Ste 1550-S
Orlando, FL 32801
CERTIFIED MAIL NO. 7013 3020 0000 9388 4622

Delivered via email

David V Auld
D R Horton Inc
1341 Horton Circle
Arlington, TX 76011
CERTIFIED MAIL NO. 7013 3020 0000 9388 4615
See Distribution List for Additional Recipients

Subject: Sunbridge Creek Dewatering
Notice of Violation for Unauthorized Works, Unauthorized Dewatering and Water Quality Violation
Enforcement Case No. 23328
Environmental Resource Permit (ERP) No. 49-102591-P
Osceola County

Dear Messrs. Khanani, Auld, Sawyer and Foradi:

As discussed with South Florida Water Management District (District) staff and Brian LeClair with Mack Contracting on November 15, 2023, this correspondence is to provide notification that inspections conducted on November 15, 2023 and December 13, 2023 indicate that unauthorized dewatering and construction has occurred at the properties noted in the enclosed location map. Violations of State water quality standards have occurred as a result of unauthorized activities associated with the above-referenced project.

Rules 62-302.500 and 62-302.503, Florida Administrative Code (FAC), establish acceptable State water quality standards. Additionally, Section 373.430(1)(b), 373.413, and 373.416 Florida Statutes (FS) require that an Environmental Resource Permit (ERP) be obtained from the District prior to constructing or operating stormwater management systems, ditches, culverts, structures, filling, excavation, or other construction that connects to, draws water into, or is placed in or across waters in the State, under the definition of works in Section 373.403(5), FS. Section 373.219, FS requires that a Consumptive Use Permit (CUP) be obtain from the District prior to conducting dewatering activities which discharges water offsite. The following activities are causing or have caused water quality degradation and require a ERP and CUP:

1. Water Quality Violation: Elevation Preston Cove LLC has caused a violation of State water quality standards as a result of discharging turbid water, which exceeded 29 Nephelometric Turbidity Units (NTUs) above background levels;

2. Unauthorized Dewatering: Elevation Preston Cove LLC has conducted unauthorized

dewatering which resulted in the above referenced water quality violation;

3. Unauthorized Construction: Elevation Preston Cove LLC, Preston Cove Community Development District, Starlight Homes Florida LLC, and DR Horton Inc. have conducted unauthorized construction on their respective properties; and

4. ERP Violation: Jones at Nona LLC, as permittee of ERP No. 49-102591-P, has violated General Condition No. 12b of the ERP by failing to notify the District in writing within 30 days of the conveyance, division of ownership, or control of the property subject to the above referenced ERP.

As a result of this violation, the District will seek civil penalties, recovery of staff investigative costs and may require restoration of the affected area. The specific terms for resolution of this violation will be forwarded to you after your response to this Notice. The District is authorized under Section 373.129, FS, to seek civil penalties and to recover costs such as staff investigative time and attorneys fees.

Please respond, in writing, within ten (10) days of receipt of this letter with your intentions regarding this matter.

If you have any questions or require additional assistance, please contact Ryan Higgins at (407) 858-6100 x3573 or via email at rhiggins@sfwmd.gov.

Sincerely,

Natalie Cole

Natalie Cole
Administrator, Environmental Resource Bureau

eEnclosures: Location Map (49-02772-W_SiteMap_20231213.PDF)
Photo Exhibit (WU - Photo Exhibit_49-02772-W_20231116.pdf)
Photo Exhibit (WU_PhotoExhibit__49-02772-W_20231214.pdf)
Filing a Permit Transfer (Filing a Permit Transfer)
Form 62-330.340(1) Request Transfer Permit (Form 62-330.340(1))

c: Craig Zetwo, Hanson Walter & Associates (E-Mail)
Tricia Adams, Preston Cove Community Development District (E-Mail)

This document is filed in the eEnforcement system under Enforcement Case Number 23328

Distribution List

Owais Khanani
Jones at Nona LLC
189 S Orange Avenue Suite 1550
Orlando , FL 32801
CERTIFIED MAIL NO. 7013 3020 0000 9388 4639

Zack Sawyer
Starlight Homes Florida, LLC
1064 Greenwood Blvd Suite 124
Lake Mary , FL 32746
CERTIFIED MAIL NO. 7013 3020 0000 9388 4608

Shaman Foradi ***Delivered via email***
Preston Cove Community Development District
219 E Livingston Street
Orlando , FL 32801
CERTIFIED MAIL NO. 7013 3020 0000 9388 4592

From: **Jeff Garno** jeff@elevationdev.com
Subject: Notice from SFWMD
Date: February 9, 2024 at 2:38 PM
To: Owais Khanani owais@elevationdev.com, Shawn Hindle SHindle@HansonWalter.com, Jay Lazarovich jlazarovich@lathamluna.com
Cc: Cameron Hindle chindle@hansonwalter.com, Travis Hibben thibben@ksitedevelopment.com, Antonio Gonzalez AGonzalez@ksitedevelopment.com

---

To all.

Please allow this memo to show how Preston Cove was pro-active about it storm water quality and discharging into SFWMD systems once it was discovered. This is an explanation of the steps we have taken and a timeline of those pro-active steps.

12/07/23 - Elevation employee's (Jeff and Travis) realizing the storm water in pond E (large pond) was cloudy, contacted Sunshine land management Corp. to test our water clarity.

12/13/24 - Liam with SLMC meet with Jeff on site to test each pond and if needed discus Best Practice approach to treat Preston's storm water. It was concluded the large pond exceeded the 19 (NTUs) mandated by SFWMD.
SLMC would provide Preston Cove a Plan for treatment to bring the NTU's below the 19 (NUTs) by SFWMD.

12/18/23 – SLMC provide a quote for treatment. Jeff authorized Liam to begin treatment asap.

01/04/24 – Due to the holidays Liam was unable to get the chemicals delivered to the job site until January 4th.

01/06/24 - SLMC treated Pond E with all 3 Totes (each tote holds 275 gallons).

01/010/24 – Jeff and SLMC meet on site to evaluate post treatment. Test were taken and it showed the treatment did cut our NTU reading by 50% but remain above the required 19 NTU's.

01/16/24 – SLMC proposed an additional treatment of 5 Totes, assuring Elevation it has confirmed with its lab that this round will bring our reading well below the 19 NTU's needed.

<u>01/27/24 – Elevation received Notice from SFWMD.</u>

02/04/24 – Jeff has authorized SLMC to deliver 6 Totes to pond E with the understanding that if not all Totes are needed to achieve a water quality readout of sub19 then either unused chemicals will be returned or left on site for further use.

Elevation is confident that this next round of treatment that is scheduled for Feb. 15th will achieve a sub 19 water quality reading and we will report these test results to SFWMD so show compliance and that we have an on-going testing procedure with
SLMC that will notify Elevation of its storm water quality and need for additional treatments if needed to ensure our storm water stays at or below the required 19 STU's in the future.

I hope this memo shows how Elevation took pro-active steps in order to bring its storm water quality back into compliance before it was notified by the water management district. And that procedures now in place should not allow this issue to re-occur in the future.

Preston Cove takes all potentially environmental impact issues very seriously and will take all appropriate actions needed to address such as they are discovered.

Thank you.

Jeff Garno

Jeff Garno
Project Manager
Elevation Development, LLC
189 South Orange Ave, Suite 1550
Orlando, FL 32801
O: 407-270-8866 Ext. 105
C: 321-370-3544
Jeff@elevationdev.com
www.ElevationDev.com

Attorneys at Law - Notice of Violation - Unauthorized Works...
257 KB

SLMC 1st treatment PO.pdf

Sunshine Land Management Corp
4825 Wren Dr
Saint Cloud, FL 34772 US
+1 4074606926
info@slmenviro.com
www.SLMENVIRO.com

SLM SUNSHINE LAND MANAGEMENT ENVIRONMENTAL SERVICES

ADDRESS	SHIP TO
Elevation Development LLC	Elevation Development LLC
189 South Orange Ave Suite 1550	189 South Orange Ave Suite 1550
Orlando, FL 32801 USA	Orlando, FL 32801 USA

Estimate 1577

DATE 12/18/2023

DATE	DESCRIPTION	QTY	RATE	AMOUNT

DATE	DESCRIPTION	QTY	RATE	AMOUNT
Service Agreement	Hereof, By signing this estimate Sunshine Land Management Corp. (i.e SLM) is authorized to take such action as it deems warranted to repossess any of the item(s) rented and to collect any amounts) due from the Customer in accordance with the terms and conditions of this agreement and applicable law. Should SLM place this agreement in the hands of an attorney for repossession and/or collection, it shall be entitled to recover from the Customer all of its costs incidental thereto, including a reasonable attorney's fee. The undersigned hereby releases all liens, claims, indebtedness, and rights to claim against any person, bond, company and/or property for all labor, services and materials furnished by or under Sunshine Land Management Corp, and will indemnify Sunshine Land Management Corp for any sums claimed to be due or owing on this project by the undersigned, or any persons working under the undersigned. The undersigned will cause to be released or bonded any liens filed hereafter, including any lien filed by the undersigned, and will indemnify Sunshine Land Management Corp from any such liens. Payment is due upon project completion. Payments not received within 30 days from invoice date are deemed over-due. Overdue accounts shall accrue finance charges at the rate of one and one-half (1½%) percent per month up to eighteen (18%) percent annual percentage rate.	1	0.00	0.00

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Aluminum Sulfate Delivery	Liquid Form, Totes To Be Staged At Predetermined Locations.... 3 TOTES OF CONCENTRATED ALUMINUM MIXTURE Treatment may only need 2 totes other tote can be stored on-site for other ponds ++TOTES MUST BE RETURNED ONCE TREATMENT IS FINISHED++ TOTES NOT RETURNED WILL BE BILLED AT $250.00 PER TOTE	825	10.95	9,033.75
	Hauling Fee	Hauling of Material To and From Jobsite, (supplies, trash, debris,).....Freight to deliver chemical	1	1,600.00	1,600.00
	Aluminum Sulfate Treatment	Liquid Form...2 totes, alum is very corrosive, cost of heavy use on equipment and labor is calculated into the cost per acre. WATER CHEMISTRY AND CHEMICAL ANALYSIS WILL BE PERFORMED PRIOR TO THE TREATMENT TO ENSURE EFFICACY....	2	1,600.00	3,200.00

CBC1266076
Payment is due upon project completion. Payments not received within 30 days from invoice date will incur additional monthly charges of 1.5% (18% annual APR).

Customer may request reasonable changes to the Services described. Any changes to the Services must be in writing and signed by Customer. Customer agrees that any changes to the Services may result in additional charges and modify the schedule

Sunshine Land Management Corp is not responsible for any ruts or damage to existing grass, damage to sidewalks, irrigation, any underground utilities, or landscaping that may be in the work area. We will use best practices and judgement to avoid damage to all of the above items.

SUBTOTAL	13,833.75
TAX	0.00
TOTAL	$13,833.75

Accepted By

Accepted Date

SECTION II

This Instrument Prepared by and Return to:

Office of County Attorney
Attn: Shannon M. Charles, Esq.
Assistant County Attorney
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741

Property Appraiser's Parcel ID:

DEED OF DEDICATION

(xxxx Road xxx ft Right-of-Way)

This Deed of Dedication, executed this _____ day of _____, by _____, a _____company whose address is _____, first party, to: **OSCEOLA COUNTY**, a Charter County and political subdivision of the State of Florida, having its principal place of business at: 1 Courthouse Square, Kissimmee, Florida 34741 as second party.

Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.

Witnesseth, that the first party, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise and quit-claim unto the second party, forever, all title, right(s), interest(s), claim(s), and demand(s) which the first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Osceola, State of Florida, to wit:

As legally described in Exhibit "A" attached hereto

To have and to Hold the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the first party, either in law or equity, to the use, benefit and behoof of the second party forever.

(*Signatures on following page*)

In Witness Whereof the first party has caused these presents to be executed in its name, by its general partner hereunto duly authorized, the day and year first above written.

(Inset name of company)

By: _____
Name:

Its: _____

Signed, sealed and delivered in the presence of:

_____
Signature

_____
Signature

_____
Printed Name

_____
Printed Name

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____, who is personally known to me, to be the _____ of _____ named as first party in the foregoing deed, and that he/she has executed the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in her by said partnership.

WITNESS my hand and official seal in the County and State as aforesaid this _____ day of _____, 2017.

_____
Notary Public

_____
Printed Name

_____
My commission expires

THE ABOVE RIGHT-OF-WAY DEDICATION is accepted for public use by Osceola County, Florida.

BOARD OF COUNTY COMMISSIONERS
OSCEOLA COUNTY, FLORIDA

_____
Chair/Vice-Chair

ATTEST:

_____
Clerk/Deputy Clerk of the Board

As authorized for execution at the Board of County Commissioners meeting of:

_____

EXHIBIT "A"

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

A parcel of land being a portion of Tracts 51 and Alley 1, PRESTON COVE PHASE 1 AND 2, according to the plat thereof, as recorded in Plat Book 33, Pages 80 through 88 of the Public Records of Osceola County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Lot 41, PRESTON COVE PHASE 1 AND 2, according to the plat thereof, as recorded in Plat Book 33, Pages 80 through 88 of the Public Records of Osceola County, Florida; thence N00°02'53"W, along the East line of Alley 1, PRESTON COVE PHASE 1 AND 2, a distance of 31.82 feet to the Point of Beginning; thence departing said East line, run N89°55'37"W, a distance of 20.00 feet to a point on the West line of said Alley 1; thence S00°02'53"E, along said West line, a distance of 9.26 feet to a Point on a Non-Tangent Curve, Concave to the Southwest, having a Radius of 23.00 feet and a Central Angle of 24°02'21"; thence departing said West line, run Northwesterly along the arc of said curve, a distance of 9.65 feet (Chord Bearing = N14°49'19"W, Chord = 9.58 feet) to a Point of Non Tangency; thence N89°55'37"W, a distance of 9.04 feet to a point on the West line of Tract 51, PRESTON COVE PHASE 1 AND 2; thence N00°04'23"E, along said West line, a distance of 51.18 feet; thence departing said West line, run S89°55'37"E, a distance of 8.86 feet to a Point on a Non-Tangent Curve, Concave to the Northwest, having a Radius of 23.00 feet and a Central Angle of 27°03'23"; thence run Northerly along the arc of said curve, a distance of 10.86 feet (Chord Bearing = N13°27'28"E, Chord = 10.76 feet) to a point on the West line of aforesaid Alley 1, said point also being a Point of Non Tangency; thence S00°02'53"E, along said West line, a distance of 10.47 feet; thence departing said West line, run S89°55'37"E, a distance of 20.00 feet to a point on the East line of said Alley 1; thence S00°02'53"E, along said East line, a distance of 6.00 feet; thence departing said East line, run N89°55'37"W, a distance of 20.00 feet to a point on the West line of said Alley 1; thence S00°02'53"E, along said West line, a distance of 39.18 feet; thence departing said West line, run S89°55'37"E, a distance of 20.00 feet to a point on the East line of said Alley 1; thence S00°02'53"E, along said East line, a distance of 6.00 feet to the Point of Beginning.

Containing 842 square feet or 0.02 acres, more or less.

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER		

NOTES

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT).
THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: LUXER DEVELOPMENT, LLC

DATE OF SKETCH 12/19/2023	REVISIONS
SCALE 1" = 40'	REVISED 12/20/2023
F.B. PAGE	
SECTION 21	
TWP. 25 S., RNG. 31 E.	
JOB NO. 22-037	SHEET 1 OF 2

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

12/21/2023

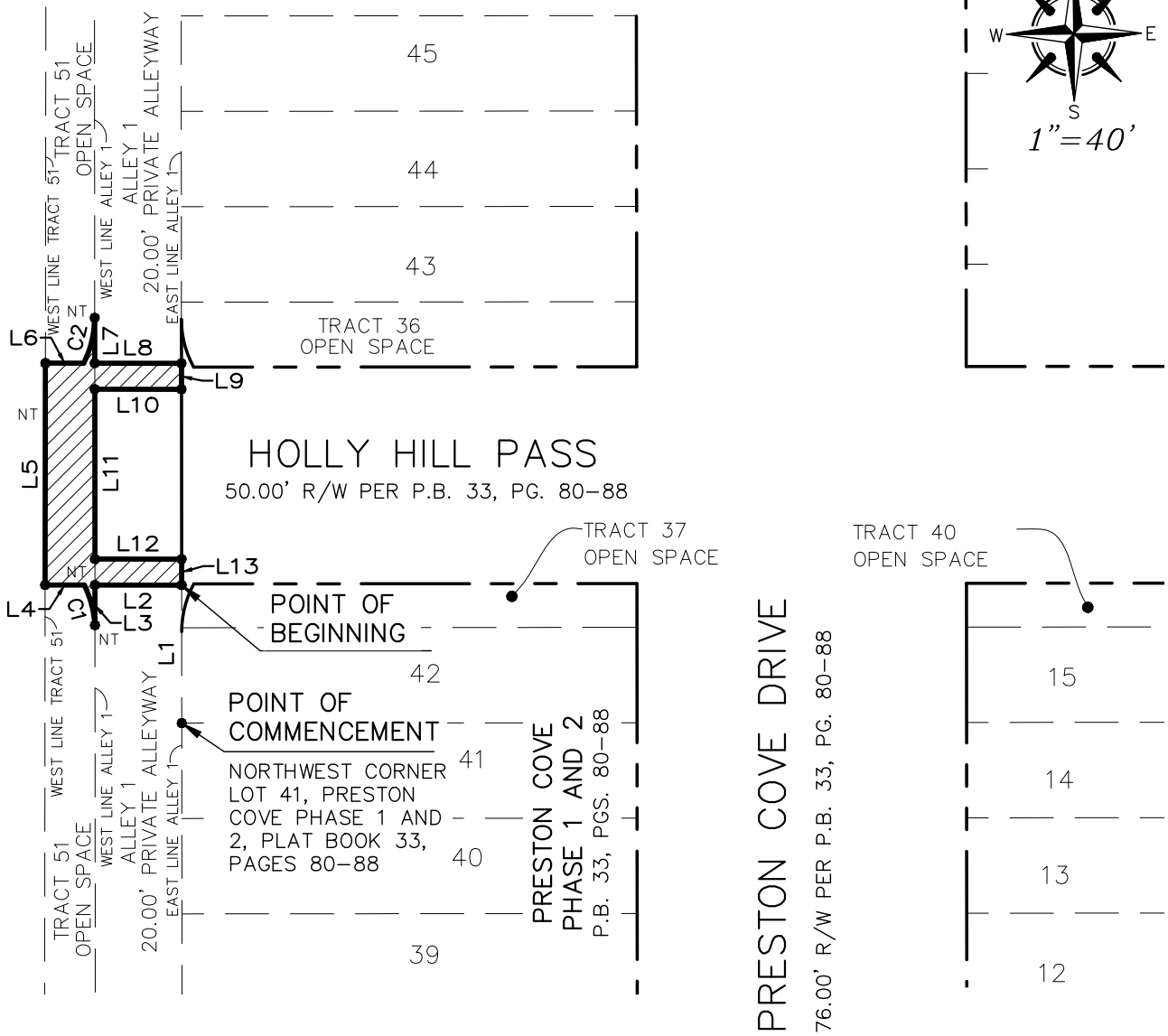
RICHARD D. BROWN, P.S.M #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION

WEST 342' OF LOT 64

NEW MAP OF
NARCOOSSEE
PLAT BOOK 1, PAGES
73–74



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N00°02'53"W	31.82'
L2	N89°55'37"W	20.00'
L3	S00°02'53"E	9.26'
L4	N89°55'37"W	9.04'
L5	N00°04'23"E	51.18'
L6	S89°55'37"E	8.86'
L7	S00°02'53"E	10.47'
L8	S89°55'37"E	20.00'
L9	S00°02'53"E	6.00'
L10	N89°55'37"W	20.00'
L11	S00°02'53"E	39.18'
L12	S89°55'37"E	20.00'
L13	S00°02'53"E	6.00'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	23.00'	24°02'21"	9.65'	N14°49'19"W	9.58'
C2	23.00'	27°03'23"	10.86'	N13°27'33"E	10.76'

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847–2179 Fax (407) 847–6140

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

A parcel of land being a portion of Tracts 58 and Alley 7, PRESTON COVE PHASE 1 AND 2, according to the plat thereof, as recorded in Plat Book 33, Pages 80 through 88 of the Public Records of Osceola County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Lot 15, PRESTON COVE PHASE 1 AND 2, according to the plat thereof, as recorded in Plat Book 33, Pages 80 through 88 of the Public Records of Osceola County, Florida; thence N00°02'53"W, along the West line of Alley 7, PRESTON COVE PHASE 1 AND 2, a distance of 31.46 feet to the Point of Beginning; thence continue N00°02'53"W, along the said West line, a distance of 6.00 feet; thence departing said West line, run N89°49'52"E, a distance of 20.00 feet to a point on the East line of said Alley 7; thence N00°02'53"W, along said East line, a distance of 39.18 feet; thence departing said East line, run S89°49'52"W, a distance of 20.00 feet to a point on the West line of said Alley 7; thence N00°02'53"W, along said West line, a distance of 6.00 feet; thence departing said West line, run N89°49'52"E, a distance of 20.00 feet to a point on the West line of Tract 58 of said PRESTON COVE PHASE 1 AND 2; thence N00°02'53"W, along said West line, a distance of 10.47 feet to a Point on a Non-Tangent Curve, Concave to the East, having a Radius of 23.00 feet and a Central Angle of 27°03'23"; thence departing said West line, run Southerly along the arc of said curve, a distance of 10.86 feet (Chord Bearing = S13°33'13"E, Chord = 10.76 feet); thence N89°49'52"E, a distance of 9.68 feet to a point on the East line of said Tract 58; thence S00°02'00"W, along said East line, a distance of 51.18 feet; thence departing said East line, run S89°49'52"W, a distance of 9.68 feet to a Point on a Non-Tangent Curve, Concave to the East, having a Radius of 23.00 feet and a Central Angle of 24°02'21"; thence run Southerly along the arc of said curve, a distance of 9.65 feet (Chord Bearing = S14°43'34"W, Chord = 9.58 feet) to a point on the East line of Alley 7 of said PRESTON COVE PHASE 1 AND 2; thence N00°02'53"W, along said East line, a distance of 9.26 feet; thence departing said East line, run S89°49'52"W, a distance of 20.00 feet to the Point of Beginning.

Containing 879 square feet or 0.02 acres, more or less.

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER		

NOTES

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT).
THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: ELEVATION PRESTON COVE, LLC

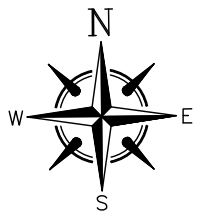
DATE OF SKETCH 1/8/2024	REVISIONS
SCALE 1" = 40'	
F.B. PAGE	
SECTION 21	
TWP. 25 S., RNG. 31 E.	
JOB NO. 18-270B	SHEET 1 OF 2

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

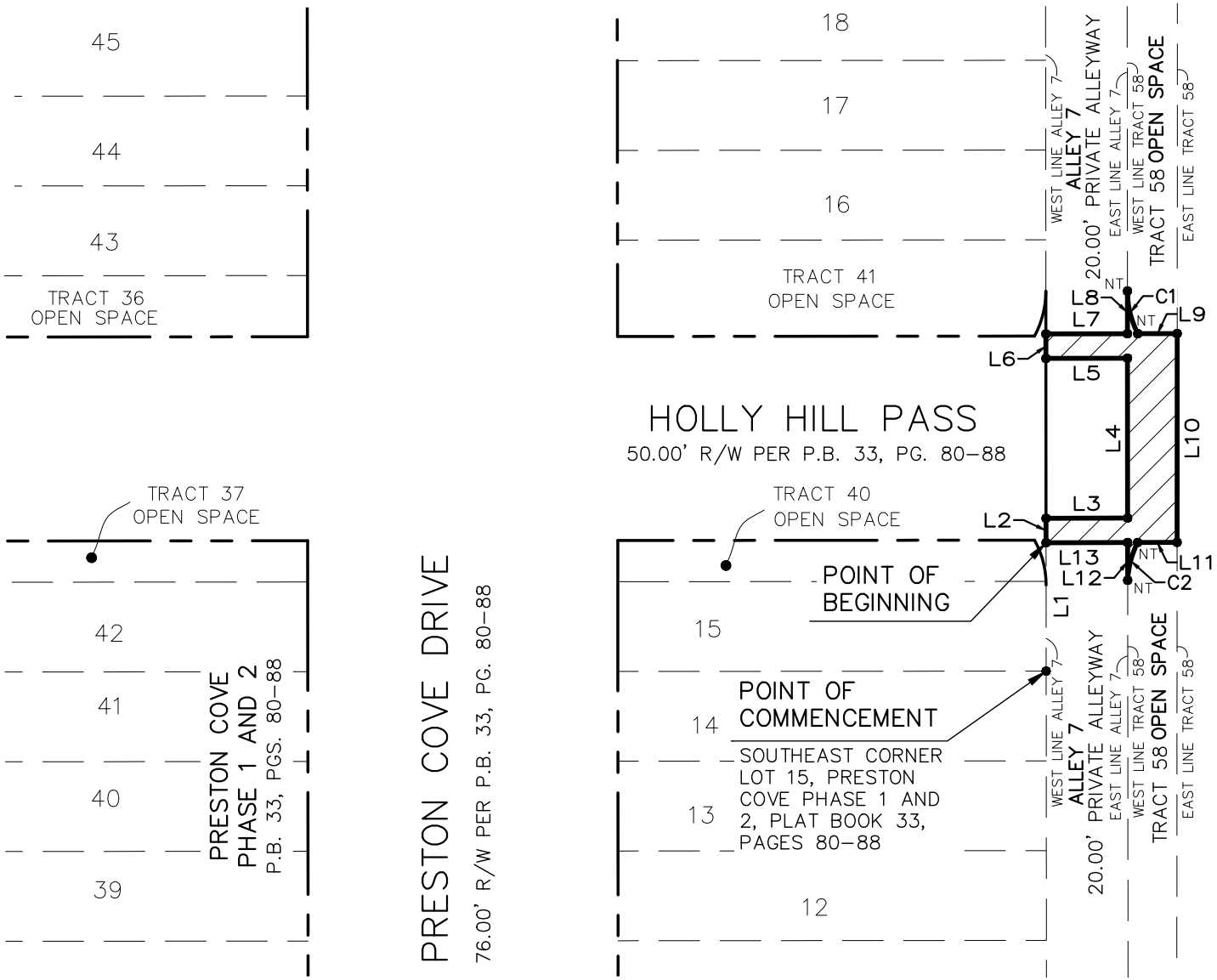
1/8/2024

RICHARD D. BROWN, P.S.M #5700 (DATE)
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION



1"=40'



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N00°02'53"W	31.46'
L2	N00°02'53"W	6.00'
L3	N89°49'52"E	20.00'
L4	N00°02'53"W	39.18'
L5	S89°49'52"W	20.00'
L6	N00°02'53"W	6.00'
L7	N89°49'52"E	20.00'
L8	N00°02'53"W	10.47'
L9	N89°49'52"E	9.68'
L10	S00°02'00"W	51.18'
L11	S89°49'52"W	9.68'
L12	N00°02'53"W	9.26'
L13	S89°49'52"W	20.00'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	23.00'	27°03'23"	10.86'	S13°33'19"E	10.76'
C2	23.00'	24°02'21"	9.65'	S14°43'34"W	9.58'

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

SECTION C

SECTION I

Preston Cove
Community Development District

Check Register Summary

January 1, 2024 to January 31, 2024

Bank	Date	Check No.'s		Amount
General Fund	1/16/24	82-87	$	154,441.61
			$	**154,441.61**

*** CHECK DATES 01/01/2024 - 01/31/2024 ***
PRESTON COVE-GENERAL FUND
BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
1/16/24	00016	10/13/23	7367-10-	202310	310-51300-31200		*	450.00		
			SPECIAL ASSESS BONDS S22							
						AMTEC			450.00	000082
1/16/24	99999	1/16/24	VOID	202401	000-00000-00000		C	.00		
			VOID CHECK							
						******INVALID VENDOR NUMBER******			.00	000083
1/16/24	00006	9/30/23	31	202310	310-51300-31700		*	5,300.00		
			ASSESSMENT ROLL CERT-FY24							
		10/01/23	30	202310	310-51300-34000		*	3,091.67		
			MANAGEMENT FEES-OCT23							
		10/01/23	30	202310	310-51300-35200		*	100.00		
			WEBSITE ADMIN-OCT23							
		10/01/23	30	202310	310-51300-35100		*	150.00		
			INFORMATION TECH-OCT23							
		10/01/23	30	202310	310-51300-31300		*	416.67		
			DISSEMIN AGENT SVCS-OCT23							
		11/01/23	32	202311	310-51300-34000		*	3,091.67		
			MANAGEMENT FEES-NOV23							
		11/01/23	32	202311	310-51300-35200		*	100.00		
			WEBSITE MANAGEMENT-NOV23							
		11/01/23	32	202311	310-51300-35100		*	150.00		
			INFORMATION TECH-NOV23							
		11/01/23	32	202311	310-51300-31300		*	416.67		
			DISSEMINATION SVCS-NOV23							
		11/01/23	32	202311	310-51300-51000		*	.15		
			OFFICE SUPPLIES							
		11/01/23	32	202311	310-51300-42000		*	21.60		
			POSTAGE							
		12/01/23	33	202312	310-51300-34000		*	3,091.67		
			MANAGEMENT FEES-DEC23							
		12/01/23	33	202312	310-51300-35200		*	100.00		
			WEBSITE MANAGEMENT-DEC23							
		12/01/23	33	202312	310-51300-35100		*	150.00		
			INFORMATION TECH-DEC23							
		12/01/23	33	202312	310-51300-31300		*	416.67		
			DISSEMINATION SVCS-DEC23							
		12/01/23	33	202312	310-51300-51000		*	.06		
			OFFICE SUPPLIES							
		12/01/23	33	202312	310-51300-42000		*	1.27		
			POSTAGE							
		1/01/24	34	202401	310-51300-34000		*	3,091.67		
			MANAGEMENT FEES-JAN24							
		1/01/24	34	202401	310-51300-35200		*	100.00		
			WEBSITE MANAGEMENT-JAN24							

*** CHECK DATES 01/01/2024 - 01/31/2024 ***
PRESTON COVE-GENERAL FUND
BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
		1/01/24	34	202401	310-51300-35100		*	150.00		
			INFORMATION TECH-JAN24							
		1/01/24	34	202401	310-51300-31300		*	416.67		
			DISSEMINATION SVCS-JAN24							
						GOVERNMENTAL MANAGEMENT SERVICES			20,356.44	000084
1/16/24	00004	9/21/23	5288428	202308	310-51300-31100		*	825.00		
			ENGINEERING SVCS-AUG23							
						HANSON WALTER & ASSOCIATES INC			825.00	000085
1/16/24	00003	9/05/23	120674	202308	310-51300-31500		*	2,310.53		
			ATTORNEY SVCS-AUG23							
		10/05/23	121721	202309	310-51300-31500		*	29.50		
			ATTORNEY SVCS-SEP23							
		10/05/23	121722	202309	310-51300-31500		*	606.00		
			CONTRACT LAWSUIT-SEP23							
		12/13/23	122703	202311	310-51300-31500		*	582.50		
			ATTORNEY SVCS-NOV23							
		12/13/23	122704	202311	310-51300-31500		*	1,155.00		
			CONTRACT LAWSUIT-NOV23							
		12/13/23	122705	202311	310-51300-31500		*	324.50		
			CONVEYANCES/REQUISITI0NS							
						LATHAM LUNA EDEN & BEAUDINE LLP			5,008.03	000086
1/16/24	00018	1/16/24	01162024	202401	300-20700-10000		*	127,802.14		
			TXFER TAX RCPTS							
						PRESTON COVE CDD C/O US BANK			127,802.14	000087

TOTAL FOR BANK A 154,441.61

TOTAL FOR REGISTER 154,441.61

SECTION II

Preston Cove

Community Development District

Unaudited Financial Reporting

January 31, 2024

Table of Contents

Preston Cove

Community Development District

Combined Balance Sheet

January 31, 2024

	General Fund	*Debt Service Fund*	*Capital Projects Fund*	*Totals Governmental Funds*
Assets:				
Operating Account	$ 116,718	$ -	$ -	$ 116,718
Due from Developer	$ 24,682	$ -	$ -	$ 24,682
Assessment Receivable	$ -	$ -	$ -	$ -
Due from General Fund	$ -	$ 179	$ -	$ 179
Prepaid Expense	$ -	$ -	$ -	$ -
Investments:				
Series				
Reserve	$ -	$ 670,238	$ -	$ 670,238
Revenue	$ -	$ 134,343	$ -	$ 134,343
Capitalized Interest	$ -	$ 15	$ -	$ 15
Construction	$ -	$ -	$ 18,134	$ 18,134
Total Assets	**$ 141,400**	**$ 804,774**	**$ 18,134**	**$ 964,308**
Liabilities:				
Accounts Payable	$ -	$ -	$ -	$ -
Due to Debt Service	$ 179	$ -	$ -	$ 179
Due to Developer	$ -	$ -	$ -	$ -
Due to Capital Projects	$ -	$ -	$ -	$ -
Developer Advance	$ -	$ -	$ -	$ -
Total Liabilites	**$ 179**	**$ -**	**$ -**	**$ 179**
Fund Balance:				
Assigned For:				
Debt Service - Series 2022	$ -	$ 804,774	$ -	$ 804,774
Restricted For:				
Capital Projects - Series 2022	$ -	$ -	$ 18,134	$ 18,134
Unassigned	$ 141,220	$ -	$ -	$ 141,220
Total Fund Balances	**$ 141,220**	**$ 804,774**	**$ 18,134**	**$ 964,128**
Total Liabilities & Fund Balance	$ 141,400	$ 804,774	$ 18,134	$ 964,308

Preston Cove

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2024

	Adopted Budget	Prorated Budget Thru 01/31/24	Actual Thru 01/31/24	Variance
Revenues:				
Assessments - On Roll	$ 388,556	$ 130,226.02	$ 130,226	$ -
Assessments - Direct	$ 51,253	$ -	$ -	$ -
Developer Contributions	$ 241,629	$ 28,283	$ 28,283	$ -
Total Revenues	**$ 681,438**	**$ 158,509**	**$ 158,509**	**$ -**
Expenditures:				
General & Administrative:				
Supervisor Fees	$ 12,000	$ 4,000	$ -	$ 4,000
FICA Expense	$ 918	$ 306	$ -	$ 306
Engineering	$ 15,000	$ 5,000	$ -	$ 5,000
Attorney	$ 25,000	$ 8,333	$ 2,062	$ 6,271
Annual Audit	$ 4,100	$ -	$ -	$ -
Assessment Administration	$ 5,300	$ 5,300	$ 5,300	$ -
Arbitrage	$ 450	$ 450	$ 450	$ -
Dissemination	$ 5,000	$ 1,667	$ 1,667	$ (0)
Trustee Fees	$ 4,500	$ -	$ -	$ -
Management Fees	$ 37,100	$ 12,367	$ 12,367	$ (0)
Information Technology	$ 1,800	$ 600	$ 600	$ -
Website Maintenance	$ 1,200	$ 400	$ 400	$ -
Telephone	$ 300	$ 100	$ -	$ 100
Postage & Delivery	$ 800	$ 267	$ 23	$ 244
Insurance	$ 5,913	$ 5,913	$ 5,590	$ 323
Printing & Binding	$ 700	$ 233	$ -	$ 233
Legal Advertising	$ 8,000	$ 2,667	$ 100	$ 2,567
Other Current Charges	$ 2,200	$ 733	$ 153	$ 581
Office Supplies	$ 500	$ 167	$ 0	$ 166
Dues, Licenses & Subscriptions	$ 175	$ 175	$ 175	$ -
Total General & Administrative:	**$ 130,956**	**$ 48,677**	**$ 28,886**	**$ 19,792**

Preston Cove

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2024

	Adopted Budget	Prorated Budget Thru 01/31/24	Actual Thru 01/31/24	Variance
Operation and Maintenance				
Field Expenses				
Field Management	$ 15,000	$ 5,000	$ -	$ 5,000
Landscape Maintenance	$ 150,000	$ 50,000	$ -	$ 50,000
Landscape Replacement	$ 5,000	$ 1,667	$ -	$ 1,667
Lake Maintenance	$ 15,062	$ 5,021	$ -	$ 5,021
Streetlights	$ 103,400	$ 34,467	$ -	$ 34,467
Electric	$ 5,000	$ 1,667	$ -	$ 1,667
Water & Sewer	$ 2,400	$ 800	$ -	$ 800
Sidewalk & Asphalt Maintenance	$ 5,000	$ 1,667	$ -	$ 1,667
Irrigation Repairs	$ 3,000	$ 1,000	$ -	$ 1,000
Irrigation - Usage	$ 30,000	$ 10,000	$ -	$ 10,000
General Repairs & Maintenance	$ 15,000	$ 5,000	$ -	$ 5,000
Contingency	$ 10,000	$ 3,333	$ -	$ 3,333
Subtotal	$ 358,862	$ 119,621	$ -	$ 119,621
Amenity Expenses				
Staffing	$ 75,000	$ 25,000	$ -	$ 25,000
Property Insurance	$ 20,000	$ -	$ -	$ -
Amenity-Electric	$ 15,000	$ 5,000	$ -	$ 5,000
Amenity-Water	$ 6,000	$ 2,000	$ -	$ 2,000
Dues, License, Permits	$ 500	$ 167	$ -	$ 167
Cable/Internet	$ 2,400	$ 800	$ -	$ 800
Pest Control	$ 720	$ 240	$ -	$ 240
Janitorial Services	$ 12,000	$ 4,000	$ -	$ 4,000
Security Services	$ 5,000	$ 1,667	$ -	$ 1,667
Pool Maintenance	$ 15,000	$ 5,000	$ -	$ 5,000
Amenity Repairs & Maintenance	$ 15,000	$ 5,000	$ -	$ 5,000
Special Events	$ 7,500	$ 2,500	$ -	$ 2,500
Holiday Decorations	$ 2,500	$ 833	$ -	$ 833
Amenity Contingency	$ 15,000	$ 5,000	$ -	$ 5,000
Subtotal	$ 191,620	$ 57,207	$ -	$ 57,207
Total O&M Expenses:	**$ 550,482**	**$ 176,827**	**$ -**	**$ 176,827**
Total Expenditures	**$ 681,438**	**$ 225,505**	**$ 28,886**	**$ 196,619**
Excess Revenues (Expenditures)	$ -		$ 129,623	
Fund Balance - Beginning	$ -		$ 11,597	
Fund Balance - Ending	$ -		$ 141,220	

Preston Cove

Community Development District

Debt Service Fund - Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2024

	Adopted Budget	Prorated Budget Thru 01/31/24	Actual Thru 01/31/24	Variance
Revenues:				
Assessments - On Roll	$ 381,859	$ 127,981	$ 127,981	$ -
Assessments - Direct	$ 288,379	$ -	$ -	$ -
Interest	$ -	$ -	$ 11,863	$ 11,863
Total Revenues	**$ 670,238**	**$ 127,981**	**$ 139,844**	**$ 11,863**
Expenditures:				
Interest Expense 11/1	$ 225,131	$ 225,131	$ 225,131	$ -
Principal Expense 5/1	$ 220,000	$ -	$ -	$ -
Interest Expense 5/1	$ 225,131	$ -	$ -	$ -
Total Expenditures	**$ 670,263**	**$ 225,131**	**$ 225,131**	**$ -**
Other Financing Sources:				
Transfer In/(Out)	$ -	$ -	$ (10,775)	$ (10,775)
Total Other Financing Sources (Uses)	**$ -**	**$ -**	**$ (10,775)**	**$ (10,775)**
Excess Revenues (Expenditures)	$ (25)		$ (96,062)	
Fund Balance - Beginning	$ 277,837		$ 900,836	
Fund Balance - Ending	$ 277,812		$ 804,774	

Preston Cove

Community Development District

Capital Projects Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2024

	Adopted Budget	Prorated Budget Thru 01/31/24	Actual Thru 01/31/24	Variance
Revenues:				
Interest	$ -	$ -	$ 181	$ 181
Total Revenues	**$ -**	**$ -**	**$ 181**	**$ 181**
Expenditures:				
Capital Outlay - Construction	$ -	$ -	$ 266	$ (266)
Total Expenditures	**$ -**	**$ -**	**$ 266**	**$ (266)**
Other Financing Sources:				
Transfer In/(Out)	$ -	$ -	$ 10,775	$ 10,775
Total Other Financing Sources (Uses)	**$ -**	**$ -**	**$ 10,775**	**$ 10,775**
Excess Revenues (Expenditures)	$ -		$ 10,690	
Fund Balance - Beginning	$ -		$ 7,443	
Fund Balance - Ending	$ -		$ 18,134	

Preston Cove

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments-On Roll	$ -	$ -	$ 130,044	$ 182	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 130,226
Assessments-Direct	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Developer Contributions	$ 14,923	$ 3,780	$ 5,822	$ 3,758	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 28,283
Total Revenues	**$ 14,923**	**$ 3,780**	**$ 5,822**	**$ 3,758**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 28,283**
Expenditures:													
General & Administrative:													
Supervisor Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
FICA Expense	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Engineering	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Attorney	$ -	$ 2,062	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,062
Annual Audit	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Assessment Administration	$ 5,300	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,300
Arbitrage	$ 450	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 450
Dissemination	$ 417	$ 417	$ 417	$ 417	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,667
Trustee Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Management Fees	$ 3,092	$ 3,092	$ 3,092	$ 3,092	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,367
Information Technology	$ 150	$ 150	$ 150	$ 150	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 600
Website Maintenance	$ 100	$ 100	$ 100	$ 100	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 400
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage & Delivery	$ -	$ 22	$ 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 23
Insurance	$ 5,590	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,590
Printing & Binding	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Legal Advertising	$ 100	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 100
Other Current Charges	$ 38	$ 38	$ 38	$ 38	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 153
Office Supplies	$ -	$ 0	$ 0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 0
Dues, Licenses & Subscriptions	$ 175	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 175
Total General & Administrative:	**$ 15,411**	**$ 5,880**	**$ 3,798**	**$ 3,796**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 28,886**
Operation and Maintenance													
Field Expenses													
Field Management	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Landscape Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Landscape Replacement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lake Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Streetlights	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Electric	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Water & Sewer	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sidewalk & Asphalt Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Irrigation Repairs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Irrigation - Usage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Repairs & Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contingency	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Preston Cove

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Amenity Expenses													
Staffing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Property Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Amenity-Electric	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Amenity-Water	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Dues, License, Permits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Cable/Internet	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pest Control	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Janitorial Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Security	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pool Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Amenity Repairs & Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Special Events	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Holiday Decorations	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contingency	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total O&M Expenses:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Total Expenditures	**$ 15,411**	**$ 5,880**	**$ 3,798**	**$ 3,796**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 28,886**
Excess Revenues (Expenditures)	$ (488)	$ (2,100)	$ 2,024	$ (38)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (603)

Preston Cove

Community Development District

Long Term Debt Report

Series 2022, Special Assessment Bonds		
Interest Rates:	3.250%, 3.600%, 4.000%, 4.125%	
Maturity Date:	5/1/2052	
Reserve Fund Definition	50% of Maximum Annual Debt Service	
Reserve Fund Requirement	$670,238	
Reserve Fund Balance	$670,238	
Bonds Outstanding - 02/28/22		$11,610,000
Principal Payment - 5/1/23		($215,000)
Current Bonds Outstanding		**$11,395,000**

Osceola County
6%

Preston Cove

Community Development District
Special Assessment Receipts
Fiscal Year 2024

ON ROLL ASSESSMENTS

Gross Assessments	$ 413,357.34	$ 406,232.34	$ 819,589.68
Net Assessments	$ 388,555.90	$ 381,858.40	$ 770,414.30

							50%	50%	100%	
Date	*Distribution*	*Gross Amount*	*Discount/Penalty*	*Commision*	*Interest*	*Net Receipts*	*General Fund*	*Debt Service*	*Total*	
12/11/23	ACH	$ 274,070.88	$ (10,743.61)	$ (5,481.44)	$ -	$ 257,845.83	$ 130,043.69	$ 127,802.14	$ 257,845.83	$ -
1/31/24	ACH					$ 361.51	$ 182.33	$ 179.18	$ 361.51	$ -
						$ -	$ -	$ -	$ -	$ -
						$ -	$ -	$ -	$ -	$ -
						$ -	$ -	$ -	$ -	$ -
						$ -	$ -	$ -	$ -	$ -
						$ -	$ -	$ -	$ -	$ -
						$ -	$ -	$ -	$ -	$ -
						$ -	$ -	$ -	$ -	$ -
	Total	$ 274,070.88	$ (10,743.61)	$ (5,481.44)	$ -	$ 258,207.34	$ 130,226.02	$ 127,981.32	$ 258,207.34	

34%	Net Percentage Collected
$ 512,206.96	Balance Remaining To Collect

DIRECT BILL ASSESSMENTS

Elevation Preston Cove, LLC						
2024-01			Net Assessments	$ 339,633.01	$ 51,253.91	$ 288,379.10
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund	2022 Debt Service
	11/1/23		$ 25,626.96		$ 25,626.96	
	2/1/24		$ 12,813.48		$ 12,813.48	
	3/1/24		$ 190,330.21			$ 190,330.21
	5/1/24		$ 12,813.48		$ 12,813.48	
	9/1/24		$ 98,048.89			$ 98,048.89
			$ 339,633.02	$ -	$ 51,253.92	$ 288,379.10

	Net Amounts Assessed	Assessments Collected	Assessments Trasnferred	Amount To Be Transferred
On Roll Assessments - General Fund	$ 388,555.90	$ 130,226.02	$ (130,226.02)	$ -
On Roll Assessments - Debt Service	$ 381,858.40	$ 127,981.32	$ -	$ 127,981.32
Direct Assessments - General Fund	$ 51,253.91	$ 51,253.92	$ (51,253.92)	$ -
Direct Assessments - Series 2022	$ 288,379.10	$ 288,379.10	$ -	$ 288,379.10
Total	$ 1,110,047.31	$ 597,840.36	$ (181,479.94)	$ 416,360.42

Transfer To Debt Service

Date	Check #	Amount
	Total	$ -

Transfer To Debt Service 2022

Date	Check #	Amount
	Total	$ -

SECTION III

EXHIBIT "C"

SERIES 2022 ACQUISITION AND CONSTRUCTION ACCOUNT REQUISITION

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022

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

(1) Requisition Number: 63

(2) Name of Payee pursuant to Acquisition Agreement: Latham, Luna, Eden & Beaudine

(3) Amount Payable: $177.00

(4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Invoice # 122229 - Conveyances/Requisitions for Oct 2023

(5) Fund or Account and subaccount, if any, from which disbursement to be made:

(6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

1. Ξ obligations in the stated amount set forth above have been incurred by the Issuer,

or

□ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund and the applicable subaccount thereof;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

[Shawn Hindle],
CONSULTING ENGINEER

Shawn Hindle

Title: CDD Engineer

LATHAM, LUNA,
EDEN & BEAUDINE,
ATTORNEYS AT LAW

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

November 15, 2023

Invoice #: 122229
Federal ID #:59-3366512

Accounts Payable
Preston Cove CDD
c/o GMS-CFL, LLC
219 East Livingston Street
Orlando, FL 32801

Matter ID: 7772-005 Conveyances/Requisitions

For Professional Services Rendered:

10/11/2023	JEL	Review Developer's counsel comments regarding lift station conveyance	0.10	$29.50
10/30/2023	JEL	Review and revise lift station conveyance documents and emails regarding same	0.30	$88.50
10/31/2023	JEL	Continue to revise conveyance documents and email to Toho Water Authority regarding same	0.20	$59.00
Total Professional Services:			**0.60**	**$177.00**

Total	$177.00
Previous Balance	$0.00

Payments & Credits

Date	Type	Notes

RECEIVED
NOV 17 2023
By

	Amount
Payments & Credits	$0.00
Total Due	**$177.00**

EXHIBIT "C"

SERIES 2022 ACQUISITION AND CONSTRUCTION ACCOUNT REQUISITION

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022

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

(1) Requisition Number: 64

(2) Name of Payee pursuant to Acquisition Agreement: Armorock, LLC

(3) Amount Payable: $11,484

(4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Invoice # BZG-LS-128 Lid with Hatch Access Hole Wet Well

(5) Fund or Account and subaccount, if any, from which disbursement to be made:

(6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

1. Ξ obligations in the stated amount set forth above have been incurred by the Issuer,

or

□ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund and the applicable subaccount thereof;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

[Shawn Hindle],
CONSULTING ENGINEER

Shawn Hindle, P,E,

Title: CDD Engineer

Invoice

BZG-LS-128

Armorock, LLC
PO BOX 60006
Boulder City, NV 89006
702-824-9702

accounting@armorock.com

INVOICE DATE	PLEASE PAY	DUE DATE
6/25/2022	**$11,484.00**	7/25/2022

BILL TO

Jon M. Hall Company, LLC
Preston Cove Community Developlment Distr
121 South Orange Ave, Suite 1250
Orlando, FL 32801
USA

SHIP TO

Jon M. Hall Company, LLC
5652 Jack Brack Rd.
st. Cloud, FL 34771
USA

YOUR P.O.	SALES REP CODE	SHIP DATE	Project Name
N/A	JJ	6/25/2022	21011 – Prest

BZG-Ls-128 - Partial Shipment
21011 – Preston Cove

taxable (T)

ITEM CODE - DESCRIPTION	QUANTITY	PRICE EACH	LINE TOTAL
L0811-01000 - 96in dia Polymer X 11" Thick MH Lid w/ Hatch Access Hole Wet Well	1	6,284.00	6,284.00
Subtotal			6,284.00
Shipping - Freight/Delivery	1	5,200.00	5,200.00

NOTE

The invoice total may not reflect the entire job, as we invoice per product stack and shipment.

SUBTOTAL	$11,484.00
SALES TAX (6.0%)	$0.00
TOTAL	**$11,484.00**
PAYMENTS / CREDITS	$0.00
BALANCE DUE	**$11,484.00**

PAYMENT

Please remit payment to address shown above. Make all checks payable to ARMOROCK, LLC.
For ACH Bank Transfers, please contact us for routing and account information.

QUESTIONS

If you have any questions about your bill, please contact us at the email address listed above.
For all other inquiries, please contact your sales or service representative directly.

worldwide leader in production of corrosion proof polymer concrete structures